

## **AGREEMENT**

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between the **WARREN COUNTY SCHOOL DISTRICT**, with offices at 185 Hospital Drive, North Warren, Pennsylvania, sometimes hereinafter referred to as ----- "**DISTRICT**,"

AND

**THE SHEFFIELD TOWNSHIP SUPERVISORS**, with office at P.O. Box 784, Sheffield, Pennsylvania, hereinafter referred to as ----- "**TOWNSHIP**."

**WHEREAS**, the District owns property situate in the City of Warren, Warren County, Pennsylvania, upon which property there is located the Sheffield Area Middle School/High School Athletic Field Premises (hereinafter the "**PREMISES**"); and

**WHEREAS**, the Premises is subject to a Lease Agreement between the District (the Lessor) and the Township (the Lessee) dated July 17, 2006, under which the District is afforded priority over the use of the Premises; and

**WHEREAS**, the District and Township desire to expend the amount of SEVENTY-NINE THOUSAND DOLLARS (\$79,000) to procure bleachers for the Premises upon the terms hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. The District shall provide the Township with SEVENTY-NINE THOUSAND DOLLARS (\$79,000) to be utilized by the Township only for the purpose of purchasing bleachers for the Premises. In the event that any portion of the SEVENTY-NINE THOUSAND DOLLARS (\$79,000) is used for any other purpose, the amount utilized for such purchase shall become immediately due to the District

2. The Parties agree that the Township shall, with regard to the purchase and installation of said bleachers, comply with all bidding requirements imposed upon the District by either state law or District Policy. The Parties further agree that the District shall have the right to view and approve all bidding materials created by the Township and that no bid can be accepted by the Township without the express, written consent of the District (with the Director of Buildings and Grounds being designated as the District's authorized person to provide such consent).

3. Upon the completion of the purchase and installation of said bleachers, the bleachers shall be deemed to become the property of the District and a part of the Premises let unto the Township in accordance with the terms of the original Lease Agreement between the District and Township dated July 17, 2006, with said terms being incorporated herein by reference.

4. The term of this Agreement shall commence upon the day and year first above written and shall continue only so long as the original Lease Agreement dated July 17, 2006, between the District and Township remains in effect. In the event that the original Lease Agreement is terminated for any reason, this Agreement shall automatically terminate on the same date that the original Lease Agreement is terminated.

5. There are no understandings between the parties regarding this Agreement other than those set forth in the Agreement, and there have been no promises, inducements or commitments made in conjunction with this Agreement which are not explicitly set forth herein. This Agreement may be amended, modified or waived only by written agreement signed by both parties.

6. If any paragraph or term of this Agreement is deemed to be unlawful, invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall remain binding on the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound hereby for themselves, their agents, employees, successors and assigns, have hereunto set their hands and seals the day and year first above written.

ATTEST: (seal)

WARREN COUNTY SCHOOL DISTRICT

\_\_\_\_\_  
Secretary

By:\_\_\_\_\_

ATTEST: (seal)

SHEFFIELD TOWNSHIP

\_\_\_\_\_  
Secretary

By:\_\_\_\_\_