

AGREEMENT

THIS AGREEMENT, made and entered into as of the ____ day of _____, 2015, by and between the **WARREN COUNTY SCHOOL DISTRICT**, with an address of 6820 Market Street, Russell, PA 16345, hereinafter referred to as ----- **“DISTRICT,”**

A N D

HABITAT FOR HUMANITY OF WARREN COUNTY, a non-profit corporation organized under the laws of the Commonwealth of Pennsylvania, with an address of 117 Market Street, Warren, P.O. Box 1473, PA 16365, hereinafter referred to as ----- **“HABITAT.”**

WHEREAS, Habitat builds and finances the sale of simple, decent and affordable housing to selected homeowner partners and/or homeowner families with a down payment of “sweat equity” in the form of 400 volunteer hours donated by the homeowner partners and utilizing zero percent interest mortgages and volunteer construction labor by which low income homeowner partners may realize affordable homeownership;

WHEREAS, Habitat desires to collaborate with the District, through the District’s Career Center Program, for the construction of a residential House (hereinafter referred to as the “House”) for Habitat, with said home to be used in accordance with Habitat’s established policies, goals, and objectives of providing simple, decent and affordable homes for eligible partner/homeowners; and

WHEREAS, District desires to provide a unique educational opportunity for its Career Center students to construct a modular residence over a period of three academic years;

WHEREAS, District further desires to collaborate with Habitat in furtherance of the above objectives, in building a Habitat House in accordance with the terms and conditions set forth herein, hereinafter “the Project.”

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

1. Project Plan. The District will construct a single family modular-type House for installation upon a foundation, (not a platform construction), using design criteria provided by Habitat and in conformance with Exhibit “A” hereto. The Parties acknowledge that the District has prepared a Project Plan spanning three academic years, a true and correct copy of which is attached hereto as Exhibit “B”. The Parties acknowledge that Habitat’s ability to fund the House as is more fully set forth in Paragraphs 3 is expressly contingent upon the costs of the House being funded over a three-year period.

2. Term. The term of this Agreement shall commence upon the execution of this Agreement by both Parties, and shall terminate on the date that the set-up and installation of the House on its ultimate site is completed in accordance with Section 11 of this Agreement.

3. Cost. Habitat agrees to pay for the following costs of constructing the House, subject to the express conditions set forth in Section 4 herein, up to the Project Budget of \$40,000, plus or minus 5%: purchase of materials and associated delivery charges, acquisition of permits or license fees, cost of inspections, all costs associated with the preparation of specifications for the construction of the House, and removal and transportation of the House from District to its ultimate foundation. It is the express intention of the District, in keeping with Habitat’s mission, objectives and criteria, that Habitat shall not be required to pay for the cost of any labor performed by any employee, student or intern of the District, and that the District shall supply all labor to Habitat free of charge. It is also the express intention of the Parties that, regardless of whether Habitat’s established Project Budget is exceeded, no out of pocket costs of any kind shall be incurred by the District as a result of this Agreement. The District agrees that Habitat

may use District owned trailers to remove the House from District property and transport it to its ultimate foundation, subject to the conditions that (i) Habitat shall pay all associated costs (including, but not limited to, payment to any necessary moving company and the payment of all license, registration, and insurance costs associated with the trailer that is used to transport the House) and (ii) Habitat shall be financially responsible to the District for any damage to a District owned trailer that results from said use.

4. Conditions for Payment. Habitat's payment as set forth in Paragraph 3 shall be expressly conditional upon the District's employing the following procedure for purchase and receipt of materials:

a. The District's Supervisor shall notify Habitat's Supervisor of all necessary applications, licenses, permits, and other documentation necessary for the construction of the House, and provide proposed applications to Habitat's Supervisor. Habitat's Supervisor will undertake to acquire said documentation and shall provide the District with written evidence of its obtainment of any necessary permits, licenses, and other documents that are necessary to permit the construction of the House.

b. Habitat shall establish an account or accounts with vendors offering Habitat donated, or discounted pricing on, materials. Habitat Supervisor will inform the District Supervisor with the pertinent information relative to said accounts.

c. District's Supervisor shall be permitted to utilize said account(s) to purchase only those supplies and materials set forth in the Project Plan and shall provide Habitat's Supervisor with a purchase order for any and all supplies and materials that were purchased through the account(s).

d. An authorized agent of Habitat shall review all purchases and purchase orders relative to the account(s) to ensure that only supplies and materials set forth in the Project Plan were charged to the account(s). If Habitat determines that any improper charges to the account(s) were made by the District's Supervisor or any other District employee, Habitat shall inform the District's Superintendent in writing of the alleged improper charges.

e. The District's Supervisor shall order and inspect the delivery of all material set forth on a purchase order.

f. If, upon inspection of the material, District's Supervisor determines the materials conform to the purchase order and are in described or specified condition, he shall sign for receipt of the materials. If he determines the materials do not meet the standards set forth above, he shall immediately notify

Habitat's Supervisor, who shall also inspect the material. Habitat reserves the right to participate in inspection of any materials upon timely notification to the District's Supervisor.

g. Upon the receipt of statements/ invoices relative to the account(s), Habitat agrees to timely pay all statements/invoices, so long as the invoices include no improper purchases and are within the project budget.

5. Compliance with Project Plan. Construction shall follow, as nearly as practicable, the Project Plan set forth in Exhibit "B" hereto. The Parties acknowledge that time frames may require adjustment due to weather, potential delays in shipment of supplies, enrollment numbers, and other unforeseen factors. The Parties expressly acknowledge that Habitat's participation in the project is premised upon the construction of a simple, safe and decent House at a cost that is affordable to an eligible Habitat homeowner partner and for that reason all changes and modifications to the Project Plan concerning Project Plan specifications and materials shall be approved in advance in writing by Habitat Supervisor and the District Supervisor.

6. Supervisors. The District and Habitat shall each designate and maintain throughout the project a designated supervisor for the project. The Parties' respective supervisors shall be the first point of contact for all project communications including, but not limited to preparing and approval of purchase orders, change orders as required, inspections and quality control, progress reporting, access to the House by Habitat as needed, and transition planning for transport and installation of the House. The respective Supervisors will endeavor to resolve any conflict that shall arise, and shall refer any conflict they are unable to resolve as is set forth in Section 18 of this Agreement within three days.

7. Inspections and Progress Reports. The District shall provide to Habitat a written progress report on a monthly basis during the school year. In addition, the District's Supervisor and Habitat's supervisor shall conduct joint inspections of the House on at least a monthly basis throughout the term of this Agreement. Habitat shall have the right at its sole discretion to request more frequent inspections from time to time as the construction schedule demands.

8. Workmanship. The District agrees to instruct and supervise its students working on the House in sufficient manner as to produce a workmanlike House. The District acknowledges that Habitat will warrant the workmanship of the House upon its completion.

9. Access. Habitat, its agents, contractors, and representatives, shall have access to the House during its construction at the District's Career Center for the purpose of inspection and monitoring the District's progress, and to work on the House as is more fully set forth below. Habitat's Supervisor shall acquire all clearances set forth in Section 17 herein and shall have all keys necessary to enter the House. Habitat's Supervisor shall have the right and ability to inspect the House during school hours and when students are performing construction work upon the House.

Habitat shall also have access to the House on a monthly basis and during the school day to take photographs of the progress of the House, including incidentally thereto any students working thereon, for publicity purposes, including but not limited to publication in print and upon Habitat's website. Habitat agrees not to furnish names of student volunteers so depicted as may be directed by the District. The District shall acquire all releases necessary for the public dissemination of photographs depicting Warren County School District students in Habitat public relations materials. Habitat agrees to refrain from any such public dissemination if all necessary releases are unable to be obtained by the District.

Habitat homeowner partners are required to make a down payment for their homes in the form of 400 volunteer hours. In order to ensure sufficient opportunities for acquiring the requisite hours, Habitat and the District agree to coordinate construction work to permit Habitat access to the House during non-school hours to assist in the construction of the House with Habitat volunteers, with the exact times of said non-school hours to be mutually agreed upon by the Parties.

Habitat agrees to notify the District at least 48 hours in advance of its intention to access the House to provide volunteer hours and to coordinate with the District the scope of work to be performed.

10. Security Interest. The District agrees to execute and deliver to Habitat upon the execution of this Agreement a Uniform Commercial Code Form 1, attached

hereto as Exhibit "C," for all materials and supplies ordered or purchased for, and used in the construction of the House. Upon delivery of the House and termination of this Agreement, Habitat agrees to mark the UCC-1 satisfied.

11. Project Completion. At least four months prior to the anticipated date of the District's completion of the House, the District shall notify Habitat in writing of the anticipated completion date.

Upon completion of the construction of the House, the District shall notify Habitat in writing of said completion. Habitat agrees to have a representative inspect the House within 30 days of Habitat's receipt of the District's completion notice in order to ensure that the House was constructed in a good and workman like manner and in accordance with the specifications provided to the District. In the event that Habitat determines any additional work to be necessary, Habitat shall specify the nature of the additional work that is required, and the District agrees to complete the same. Once Habitat has determined that the House is satisfactory in all respects, Habitat shall send a letter to the District's Director of Secondary Education, informing her/him of Habitat's acceptance of the House and setting forth a date and time for Habitat to remove the House from District property (said letter shall hereinafter be referred to as the "ACCEPTANCE LETTER").

The Parties expressly agree that the District's Supervisor shall be available to and consult with Habitat Supervisor concerning the preparation of a sufficient foundation for the House and its removal from the District's property and transport to its ultimate site. Further, the Parties agree that the District's Supervisor and the District's student volunteers shall assist in the construction of the foundation, set-up and installation of the House on its ultimate site. Habitat will schedule the transportation and installation of the House and notify the District's Supervisor in advance so as to coordinate the availability of both Parties and their respective volunteers.

12. No Warranty. Habitat acknowledges and agrees that Habitat's delivery of the Acceptance Letter to the District shall constitute conclusive and dispositive proof that Habitat has accepted the House in an "AS IS" condition with any and all defects that exist at said time or that may arise in the future on account of any cause or reason. The District makes no warranties of any kind, express or implied, regarding the House, the

construction of the House, the materials used to construct the House, or the House's fitness for any particular purpose.

13. Transfer of Ownership. Habitat further acknowledges and agrees that at the point in time when Habitat delivers the Acceptance Letter to the District, the District shall be deemed to have transferred, let and released unto Habitat all of the District's right, title and interest in and to the House and any and, as between the District and Habitat, all liability associated with the House shall pass to Habitat.

Execution of the Acceptance Letter by Habitat shall be acceptable to and may be relied upon by any third party as conclusive proof that all right, title and interest in and to the House has been conveyed by the District to Habitat and the House is the sole and exclusive property of Habitat.

Following the delivery of the Acceptance Letter, and as between the District and Habitat, Habitat shall be solely responsible, financially and otherwise for all repairs, maintenance, and other work that is performed on the House for any reason.

Nothing in this Paragraph shall affect the obligation of the District pursuant to Section 11 herein to provide the District Supervisor and student volunteer labor to assist in the construction of the foundation and the installation of the House upon its foundation.

14. Liability. All Habitat employees, agents, representatives and volunteers that will be present on District property will execute a waiver of liability for the benefit of the District, true and correct copies of which are attached hereto as Exhibits "D" (adult release) and "E" (minor release) and will be supervised at all times on District property by Habitat's Construction Supervisor. Habitat shall provide the District with a copy of each Habitat participant's waiver of liability before said participant is permitted to access District property. Habitat does hereby release, forever discharge, hold harmless, and agree to indemnify the District and the District's students, employees, agents, officers, directors, and Board Members from any and all liability, claims and demands of whatever kind or nature (including attorney's fees), either in law or in equity, which arise or may hereafter arise during the course of the Project and as a result of the conduct of Habitat or Habitat's employees, agents, representatives or volunteers. Habitat acknowledges and

agrees that the terms and obligations imposed by this paragraph shall survive the termination of this Agreement.

All District participants, including students and their parents or guardians, will also be required to execute Habitat liability waiver forms, true and correct copies of which are attached hereto as Exhibits "F" and "G." The District does hereby release, forever discharge, hold harmless, and agree to indemnify Habitat and its successors and assigns from any and all liability, claims and demands of whatever kind or nature (including attorney's fees), either in law or in equity, which arise or may hereafter arise during the course of the Project and as a result of the conduct of District personnel, employees, representatives, or student volunteers. The District acknowledges and agrees that the terms and obligations imposed by this paragraph shall survive the termination of this Agreement.

Following the delivery of the Acceptance Letter, Habitat also agrees to release, hold harmless and indemnify the District and the District's students, employees, agents, officers, directors, and Board Members from all claims, suits and demands of every nature and description (including attorney's fees) made or brought by any third parties against the District or the District's students, employees, agents, officers, directors, or Board Members that are in any way related to the House. Habitat acknowledges and agrees that the terms and obligations imposed by this paragraph shall survive the termination of this Agreement.

15. Risk of Loss. The risk of loss associated with the House shall remain with the District until the Acceptance Letter is delivered to the District by Habitat, at which point the risk of loss shall pass to Habitat. The Party bearing the risk of loss shall be responsible for providing adequate insurance on the House.

16. Damage to District Property. In the event that any damage to District property is caused in whole or in part by Habitat's agents, employees, buyers, representatives, affiliates, or any person associated with Habitat in any respect, Habitat shall promptly notify the District of the damage or loss. Upon notification of such damage or loss, the District, at its option, may (i) direct Habitat to repair or remedy the damage or loss at Habitat's expense, or (ii) repair or remedy the damage or loss and

invoice Habitat for the cost hereof which invoice shall be payable by Habitat within thirty (30) days thereof.

17. Clearances. Habitat shall provide proof of compliance with all applicable requirements of 24 P.S. §1-111, 24 P.S. §1-111.1, 24 P.S. §12-1205.6, 22 Pa. Code §8.1, *et. seq.* and 23 Pa.C.S.A. §6301, *et. seq.* for all individuals that are affiliated in any way with Habitat and that will have direct contact with students of the District. Habitat shall not permit anyone associated with Habitat to have direct contact with any student of the District until proof of compliance has been provided to the District.

18. Termination Prior to Completion of House: Notwithstanding any other provision of this Agreement, the Parties agree that in the event that Habitat terminates this Agreement for any reason prior to the completion of the House or in the event that Habitat's Project Budget is exceeded so that the House cannot be completed, Habitat agrees to remove the partially constructed House from District property at its own cost (at which point the District shall be deemed to have transferred, let and released unto Habitat all of the District's right, title and interest in and to the House); to accept the House in an "AS IS" condition; and to forever release, hold harmless, and indemnify the District and the District's students, employees, agents, officers, directors, and Board Members from all claims, suits and demands of every nature and description (including attorney's fees) made or brought by any third parties against the District or the District's students, employees, agents, officers, directors, or Board Members that are in any way related to the House. Habitat acknowledges and agrees that the terms and obligations imposed by this paragraph shall survive the termination of this Agreement and shall apply regardless of whether the Acceptance Letter is ever delivered to the District.

19. Dispute Resolution. The Parties agree that in the event of a dispute, the District's Construction Supervisor and Habitat's Construction Supervisor will have 48 hours to negotiate a resolution satisfactory to both Parties. In the event that consensus cannot be achieved in that period of time, either the District's or Habitat's Supervisor may refer the dispute to the second level. For the District, the second level is the District's Director of Secondary Education and the Principal of the Warren County Career Center. For Habitat, the second level is the Executive Committee of Habitat's

Board of Directors. The second level shall have one week from date of referral by either party to resolve the dispute. If the second level cannot resolve the dispute, either party may refer the matter, at its discretion to the third level or directly to arbitration. The third level for both Parties is its full Board of Directors. If, one month after referral to the third level, the Parties cannot resolve the matter, either party may refer the matter to the American Arbitration Association. Each party shall select its own arbitrator and the two arbitrators so selected shall select a third arbitrator. Each party shall bear its own attorney fees in arbitration and the Parties shall equally share the costs of arbitration.

20. Relationship of Parties. The Parties agree that they conduct completely separate businesses, are separate entities, and are not partners or joint venturers in any sense whatsoever. The Parties further agree that all individuals associated with Habitat are volunteers of Habitat and are not employees or agents of the District.

21. Force Majeure. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

22. Assignment. This Agreement, and the rights and obligations of each party hereunder may not be assigned without the prior written consent of the other Party as evidenced by the recorded vote of a majority of the Board of School Directors of the District or a motion carried by the Board of Directors of Habitat.

23. Entire Agreement/Amendments. There are no understandings between the Parties regarding this Agreement other than those set forth in this 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 the Parties hereto.

24. Savings Clause. 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.

25. Preparation of Agreement. This Agreement has been prepared by the combined efforts of the Parties hereto and their respective attorneys, with all Parties having been represented by counsel, and the language used herein is not to be construed either in favor or against any Party hereto.

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

ATTEST:

WARREN COUNTY SCHOOL DISTRICT

Board Secretary

By: Board President

HABITAT FOR HUMANITY OF WARREN
COUNTY

By:

A

tabbies

WARREN COUNTY CAREER CENTER

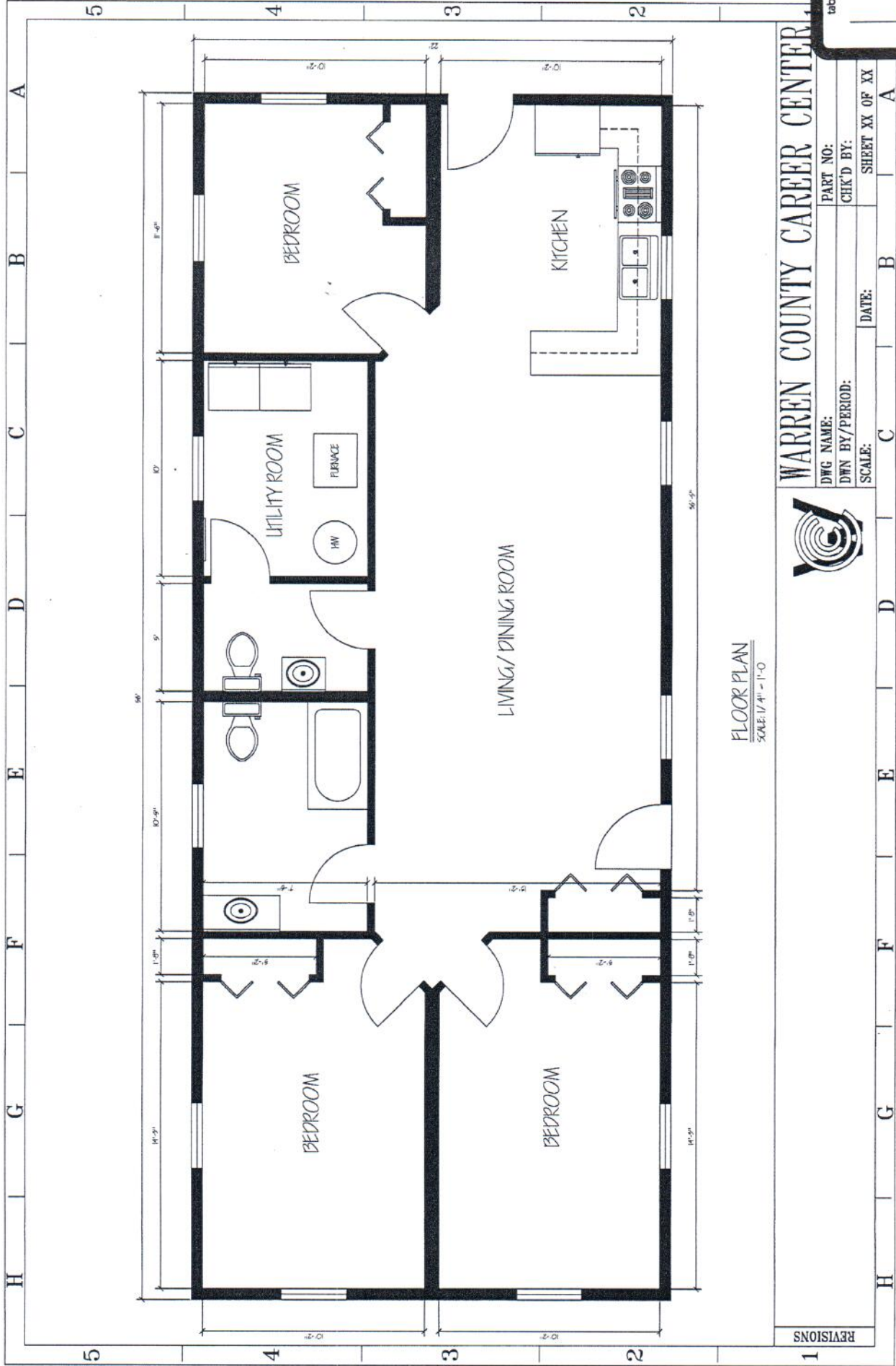


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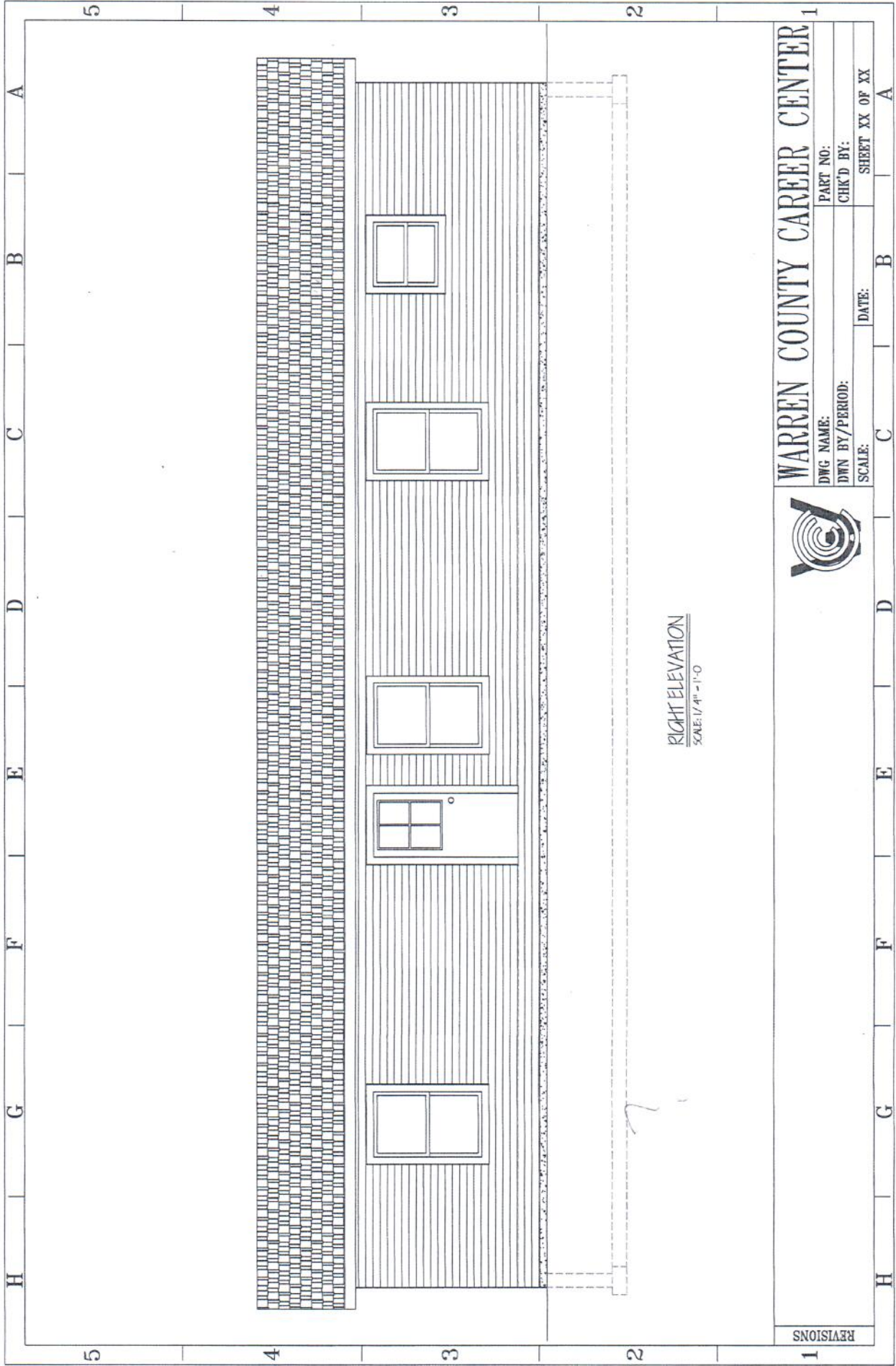
SCALE: DATE: SHEET XX OF XX

FLOOR PLAN
SCALE: 1/4" = 1'-0"



REVISIONS

1



RIGHT ELEVATION
SCALE: 1/4" = 1'-0"

WARREN COUNTY CAREER CENTER



DWG NAME:	PART NO:
DWN BY/PERIOD:	CHK'D BY:
SCALE:	DATE:
SHEET XX OF XX	

REVISIONS

1

1



FRONT ELEVATION
SCALE: 1/4" = 1'-0"

BACK ELEVATION
SCALE: 1/4" = 1'-0"

WARREN COUNTY CAREER CENTER

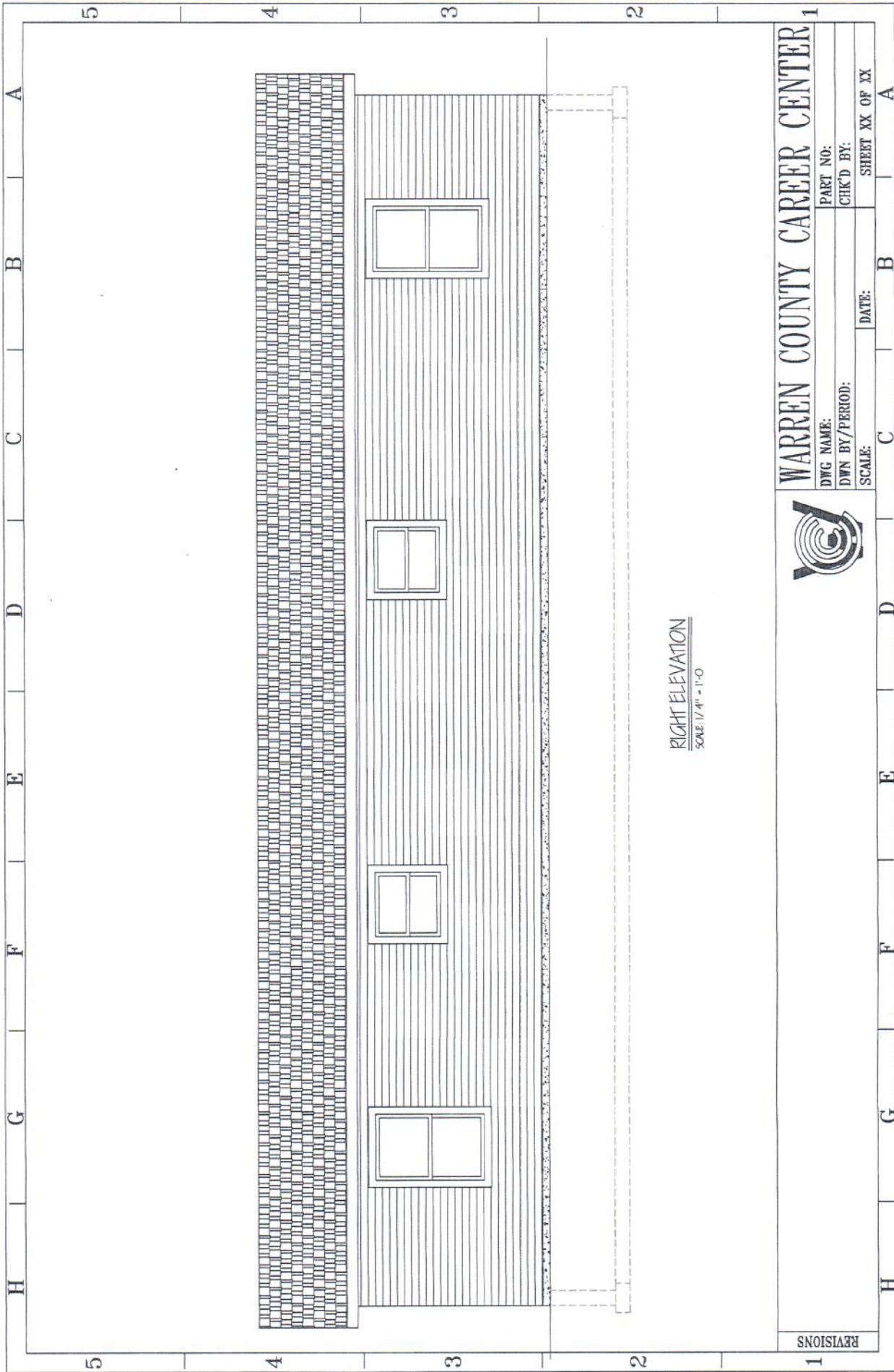


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WARREN COUNTY CAREER CENTER



REVISIONS

DWG NAME:	PART NO:
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SCALE: NONE

WARREN COUNTY CAREER CENTER



DWG NAME:		PART NO:
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SCALE:	DATE:	SHEET XX OF XX

REVISIONS

Draft Timeline/Financial Projections
WCCC/ Habitat House Project
School years 2015- 2018
Year 1

Cost and timeline are determined by many variables:

- Quotes are not secure
- Habitat for Humanity will bring variables to the project
- Donated items to the WCCC have not been calculated
- Weather will determine timeline of completion until house is enclosed
- Vender/manufacture delays (floor and roof trusses have to be special ordered/ manufactured, etc.)

October 2015 – December 2015

- Set carriers in place
- Floor framing materials to be delivered to site early to mid October.
 - Floor Trusses \$3600.00
 - LVL's \$2500.00
 - Subfloor \$1500.00
 - Hardware (hangers, nails, bolts, etc.) \$ 850.00
- Build Floor frame
- Wall framing material delivered to building site early November
 - Studs and plates (interior and exterior walls) \$2000.00
 - 7/16" OSB sheathing \$ 600.00
 - House wrap \$ 300.00
 - Nails and other hardware \$ 200.00
- Roof Frame material delivered to building site late November/early December.
 - Roof trusses \$2000.00
 - Sheathing \$ 600.00
 - Underlayment \$ 500.00
 - Nails etc. \$ 100.00
- Finish "dry in" stage
 - Finish sheathing roof and/or walls
 - Finish applying housewrap
 - Finish applying roof underlayment
 - Clean site to prepare for winter shut down

January and February 2016

- No work on house due to inclement weather
- Build interior walls in shop when applicable

March 2016:

- Finish exterior dry in stage that may not have been completed before winter. (Roofing underlayment, house wrap, etc.)
- Frame interior walls

April 2016:

- Windows, Exterior doors, and Roofing material delivered to site mid to end of March.
 - Windows \$2500.00
 - Exterior doors \$ 600.00
 - Roofing materials \$1500.00- \$2,000.00
- Install windows and exterior doors
- Apply Roofing materials

May 2016:

- Siding and exterior finishes delivered to site mid April
 - Siding \$2000.00
 - Soffit and fascia \$2000.00

May 2016:

- Electric supplies delivered to site 1st of May \$1275.00
 - 1000 feet 14/2
 - 250 feet 14/3
 - 250 feet 12/2
 - 200 amp service panel
 - Breakers
- Start Roughing in electric

June 2011:

- Button up house for Summer
- Clean and organize site
- Secure material and site for Summer

Total Estimated cost for 1st year of project \$24,625.00

Draft Timeline/Financial Projections
WCCC House Project
2015-2018
Year 2

July/August 2016:

- Summer Vacation

September 2016:

- Continue siding and exterior trim, etc.
- Finish Roofing, etc.

October 2016:

- Continue roughing in electric
- Finish interior framing

November 2016:

- Plumbing supplies delivered to site mid October
 - Tub and shower units \$800.00
 - Tubing, fittings, fixtures and other misc. supplies \$400.00
- Finish electric rough in
- Begin plumbing rough in

December 2016:

- Finish plumbing rough in
- Telecommunications/networking materials delivered to site 1st of October
 - Run Telecommunications/networking in house \$ 500.00
- Insulation delivered to site 1st of end of November \$2500.00
 - Insulate walls and ceiling
- Drywall delivered to site mid December \$ 850.00
 - Finishing materials also delivered \$ 250.00
- Begin hanging Drywall

January 2017:

- Finish hanging Drywall
- Begin Finishing Drywall

February 2017:

- Finish drywall
- Primer Walls \$ 200.00
- Interior doors delivered 1st of February \$ 700.00
- Begin Hanging Interior doors

March 2017:

- Finish priming walls
- Paint walls (first coat)
- Paint moldings and doors (first coat)

Total for paint

\$1000.00

April 2017:

- Paint walls (second coat)
- Paint doors and trim (second coat)
- Have flooring delivered end of April

May 2017:

- Install flooring
- Begin installing trim (casing, base molding, etc.)

June 2017:

- Continue installing trim
- Button up job site for the summer.

Total estimated cost for 2nd year of project: \$7,200.00

Draft Timeline/Financial Projections
WCCC House Project
2015-2018
Year 3

September 2017:

- Finish Trim
- Trim out Electric \$ 700.00
- Vanities, Toilets and other fixtures delivered to site 1st of January
- Install vanities and trim out plumbing \$ 800.00

October 2017:

- Install Kitchen cabinets \$5,000.00- \$7,500.00
- Install Closet doors and shelving \$ 500.00
- Finish running trim

November/December 2017:

- Paint Touch ups, etc.

January – March 2018:

- Punch list \$ 500.00
 - Cabinet hardware
 - Door hardware
 - Closet rods
 - Etc.

April 2018: Prepare house for transport.

May 2011:

- Clean site

Total Estimated cost 3rd year \$ 7,5000

Total Estimated cost of project \$35,000- \$40,000

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Bernard T. Hessley 814-723-6392	
B. E-MAIL CONTACT AT FILER (optional)	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Habitat for Humanity of Warren County P.O. Box 1473 Warren, PA 16365	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME WARREN COUNTY SCHOOL DISTRICT				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 6820 MARKET STREET		CITY RUSSELL	STATE PA	POSTAL CODE 16345
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME HABITAT FOR HUMANITY OF WARREN COUNTY				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS P.O. BOX 1473		CITY WARREN	STATE PA	POSTAL CODE 16365
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:

All suplies and materials paid for by Habitat for Humanity of Warren County and situate upon the campus of the Warren County Career Center for the construction of a house pursuant to that contract dated October 12, 2015, between the Warren County School District and Habitat for Humanity of Warren County.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licenser	
8. OPTIONAL FILER REFERENCE DATA:	

RELEASE AND WAIVER OF LIABILITY

This Release and Waiver of Liability (the "Release") is executed on this ____ day of _____, 200__ by _____ ("Habitat Volunteer") in favor of the Warren County School District (the "District") and the District's employees, agents, officers, directors, and Board Members.

Habit Volunteer desires to engage in volunteer work for Habitat for Humanity of Warren County ("Habitat") relative to a house that is to be constructed by students of the Warren County School District. Habitat Volunteer understands that Habitat Volunteer is not an employee of the District and that no compensation of any kind will be paid by the District to Habitat Volunteer. Habitat Volunteer further understands that Habitat Volunteer's work includes, but is not limited to, being present on District property to assist in the construction of the house. Habitat Volunteer does hereby freely, voluntarily and without duress execute this Release under the following terms:

1. **WAIVER AND RELEASE.** Habitat Volunteer does hereby release, forever discharge and hold harmless the District and the District's employees, agents, officers, directors, and Board Members from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Habitat Volunteer's work, the condition of the District's real property, the condition of the District's personal property, the condition of the house, or the workmanlike manner in which the house was constructed. Habitat Volunteer understands and acknowledges that this Release discharges the District and the District's employees, agents, officers, directors, and Board Members from any liability or claim that Habitat Volunteer may have against the District or the District's employees, agents, officers, directors, or Board Members with respect to any bodily injury, personal injury, illness, death or property damage, whether caused by the condition of the District's real property, the condition of the District's personal property, the condition of the house, the workmanlike manner in which the house was constructed, or the negligence of the District or the District's employees, agents, officers, directors, or Board Members. Habitat Volunteer also understands that the District does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to, medical, health, life or disability insurance, in the event of injury or illness.

2. **MEDICAL TREATMENT.** Habitat Volunteer does hereby release and forever discharge the District and the District's employees, agents, officers, directors, and Board Members from any claim whatsoever that arises or may hereafter arise on account of any first aid, treatment or service rendered to Habitat Volunteer.

3. **ASSUMPTION OF THE RISK.** Habitat Volunteer understands that Habitat Volunteer's work may include activities that may be hazardous to Habitat Volunteer. Habitat Volunteer hereby expressly and specifically assumes the risk of injury or harm associated with these activities and, in accordance with Section 1 of this Release, releases, forever discharges, and holds harmless the District and the District's employees, agents, officers, directors, and Board Members from any and all liability for injury, illness, death or property damage resulting from such activities.

4. OTHER. Habitat Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Pennsylvania and that it shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania. Habitat Volunteer agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release, which shall continue to be enforceable.

Habitat Volunteer acknowledges, understands, and agrees that this Release is, and shall forever be, binding on Habitat Volunteer's heirs, assigns, and legal representatives. Habitat Volunteer further acknowledges that Habitat Volunteer has carefully read this Release; has been afforded the opportunity to have an attorney of Habitat Volunteer's choosing review it; and fully understands its contents.

IN WITNESS WHEREOF, Habitat Volunteer has executed this Release as of the day and year first above written.

Witness: _____ Habitat Volunteer: _____
(Signature) (Signature)

Witness: _____ Habitat Volunteer: _____
(Print Name) (Print Name)

RELEASE AND WAIVER OF LIABILITY FOR MINOR

This Release and Waiver of Liability (the "Release") is executed on this ____ day of _____, 200__ by _____, a minor child (the "Volunteer"), and _____, the parents and/or legal guardians having legal custody of the Volunteer (collectively referenced hereinafter as the "Guardian"), and in favor of the Warren County School District (the "District") and the District's employees, agents, officers, directors, and Board Members.

Habit Volunteer and Guardian desire Habitat Volunteer to engage in volunteer work for Habitat for Humanity of Warren County ("Habitat") relative to a house that is to be constructed by students of the Warren County School District. Habitat Volunteer and Guardian understand that Habitat Volunteer is not an employee of the District and that no compensation of any kind will be paid by the District to Habitat Volunteer. Habitat Volunteer and Guardian further understand that Habitat Volunteer's work includes, but is not limited to, being present on District property to assist in the construction of the house. Habitat Volunteer and Guardian do hereby freely, voluntarily and without duress execute this Release under the following terms:

1. **WAIVER AND RELEASE.** Habitat Volunteer and Guardian do hereby release, forever discharge and hold harmless the District and the District's employees, agents, officers, directors, and Board Members from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Habitat Volunteer's work, the condition of the District's real property, the condition of the District's personal property, the condition of the house, or the workmanlike manner in which the house was constructed. Habitat Volunteer and Guardian understand and acknowledge that this Release discharges the District and the District's employees, agents, officers, directors, and Board Members from any liability or claim that Habitat Volunteer or Guardian may have against the District or the District's employees, agents, officers, directors, or Board Members with respect to any bodily injury, personal injury, illness, death or property damage, whether caused by the condition of the District's real property, the condition of the District's personal property, the condition of the house, the workmanlike manner in which the house was constructed, or the negligence of the District or the District's employees, agents, officers, directors, or Board Members. Habitat Volunteer and Guardian also understand that the District does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to, medical, health, life or disability insurance, in the event of injury or illness.
2. **MEDICAL TREATMENT.** Habitat Volunteer and Guardian do hereby release and forever discharge the District and the District's employees, agents, officers, directors, and Board Members from any claim whatsoever that arises or may hereafter arise on account of any first aid, treatment or service rendered to Habitat Volunteer.
3. **ASSUMPTION OF THE RISK.** Habitat Volunteer and Guardian understand that Habitat Volunteer's work may include activities that may be hazardous to Habitat Volunteer. Habitat Volunteer and Guardian hereby expressly and specifically assume the risk of injury or harm associated with these activities and, in accordance with Section 1 of this Release, release, forever discharge, and holds harmless the District and the District's employees, agents, officers,

directors, and Board Members from any and all liability for injury, illness, death or property damage resulting from such activities.

4. OTHER. Habitat Volunteer and Guardian expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Pennsylvania and that it shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania. Habitat Volunteer and Guardian agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release, which shall continue to be enforceable.

Habitat Volunteer and Guardian acknowledge, understand, and agree that this Release is, and shall forever be, binding on Habitat Volunteer's and Guardian's heirs, assigns, and legal representatives. Habitat Volunteer and Guardian further acknowledge that Habitat Volunteer and Guardian have carefully read this Release; have been afforded the opportunity to have an attorney of Habitat Volunteer's and Guardian's choosing review it; and fully understand its contents.

IN WITNESS WHEREOF, Habitat Volunteer and Guardian have executed this Release as of the day and year first above written.

Witness: _____ Habitat Volunteer: _____
(Signature) (Signature)

Witness: _____ Habitat Volunteer: _____
(Print Name) (Print Name)

Witness: _____ Guardian: _____
(Signature) (Signature)

Witness: _____ Guardian: _____
(Print Name) (Print Name)

Witness: _____ Guardian: _____
(Signature) (Signature)

Witness: _____ Guardian: _____
(Print Name) (Print Name)

* If Habitat Volunteer has more than one Guardian, each Guardian must execute this Release.

HABITAT FOR HUMANITY OF WARREN COUNTY, PA
RELEASE AND WAIVER OF LIABILITY

PLEASE READ CAREFULLY!
THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

This Release and Waiver of Liability (the "Release") is executed on this ____ day of _____, 200__ by _____ (the "Volunteer") in favor of Habitat for Humanity of Warren County, Inc., a Pennsylvania nonprofit corporation, its directors, officers, employees and agents (collectively "Habitat").

The Volunteer desires to work as a volunteer for Habitat and engage in the activities related to being a volunteer. The Volunteer understands that the activities may include constructing and rehabilitating residential buildings, working in the Habitat offices and living in housing provided for volunteers of Habitat. The Volunteer does hereby freely, voluntarily and without duress execute this Release under the following terms:

1. **WAIVER AND RELEASE.** Volunteer does hereby release and forever discharge and hold harmless Habitat and its successors and assigns from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer's work for Habitat.

Volunteer understands and acknowledges that this Release discharges Habitat from any liability or claim that the Volunteer may have against Habitat with respect to any bodily injury, personal injury, illness, death or property damage that may result from Volunteer's work for Habitat, whether caused by the negligence of Habitat or its officers, directors, employees, or agents or otherwise. Volunteer also understands that, except as otherwise agreed to by Habitat in writing, Habitat does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to, medical, health, life or disability insurance, in the event of injury or illness.

2. **MEDICAL TREATMENT.** Except as otherwise agreed to by Habitat in writing, Volunteer does hereby release and forever discharge Habitat from any claim whatsoever that arises or may hereafter arise on account of any first aid, treatment or service rendered in connection with the Volunteer's work for Habitat.
3. **ASSUMPTION OF THE RISK.** The Volunteer understands that the work for Habitat may include activities that may be hazardous to the Volunteer, including, but not limited to, construction, loading and unloading and transportation to and from the work sites. In connection therewith, Volunteer recognizes and understands that activities at Habitat may, in some situations, involve inherently dangerous activities.

Volunteer hereby expressly and specifically assumes the risk of injury or harm in these activities and releases Habitat from any and all liability for injury, illness, death or property damage resulting from the activities of the Volunteer's work for Habitat or presence at a Habitat site.

4. INSURANCE. The Volunteer understands that, except as otherwise agreed to by Habitat in writing, Habitat does not carry or maintain health, medical, life or disability insurance coverage for any Volunteer.

Each Volunteer is expected and encouraged to obtain his or her own medical, health, life and/or disability insurance coverage.

5. PHOTOGRAPHIC RELEASE. The Volunteer does hereby grant and convey unto Habitat all right, title and interest in any and all photographic images and video or audio recordings made by Habitat during the Volunteer's work for Habitat, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.

6. OTHER. The volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Pennsylvania and that this Release shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania. Volunteer agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

IN WITNESS WHEREOF, Volunteer has executed this Release as of the day and year first above written.

Witness: _____ Volunteer: _____
(Signature) (Signature)

Witness: _____ Volunteer: _____
(Print Name) (Print Name)

Address: _____

Phone: (H): _____

(W): _____

(C): _____

HABITAT FOR HUMANITY OF WARREN COUNTY, PA
RELEASE AND WAIVER OF LIABILITY FOR MINORS

PLEASE READ CAREFULLY!

THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

This Release and Waiver of Liability (the "Release") is executed on this ____ day of _____, 200__ by _____, a minor child (the "Volunteer"), and _____, the parent and/or legal guardian having legal custody of the Volunteer (the "Guardian"), and in favor of Habitat for Humanity of Warren County, Inc., a Pennsylvania nonprofit corporation, its directors, officers, employees and agents (collectively "Habitat").

The Volunteer and Guardian desire that the Volunteer work as a volunteer for Habitat and engage in the activities related to being a volunteer. The Volunteer and the Guardian understand that the activities may include constructing and rehabilitating residential buildings, working in the Habitat offices and living in housing provided for volunteers of Habitat.

The Volunteer and the Guardian do hereby freely, voluntarily and without duress execute this Release under the following terms:

1. **WAIVER AND RELEASE.** The Volunteer and Guardian do hereby release and forever discharge and hold harmless Habitat and its successors and assigns from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer's work for Habitat.

The Volunteer and Guardian understand and acknowledge that this Release discharges Habitat from any liability or claim that the Volunteer or Guardian may have against Habitat with respect to any bodily injury, personal injury, illness, death or property damage that may result from Volunteer's work for Habitat, whether caused by the negligence of Habitat or its officers, directors, employees, or agents or otherwise. The Volunteer and Guardian also understand that Habitat does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to, medical, health or disability insurance, in the event of injury or illness.

2. **MEDICAL TREATMENT.** Volunteer and Guardian do hereby release and forever discharge Habitat from any claim whatsoever that arises or may hereafter arise on account of any first aid, treatment or service rendered in connection with the Volunteer's work for Habitat or with the decision by any representative or agent of Habitat to exercise the power to consent to medical or dental treatment as such power may be granted and authorized in the Parental Authorization for Treatment of a Minor Child.
3. **ASSUMPTION OF THE RISK.** The Volunteer and Guardian understand that the work for Habitat may include activities that may be hazardous to the Volunteer, including, but not limited to, construction, loading and unloading and transportation to and from the work sites.

Volunteer and Guardian hereby expressly and specifically assume the risk of injury or harm in these activities and release Habitat from any and all liability for injury, illness, death or property damage resulting from the activities of the Volunteer's work for Habitat or presence at a Habitat site.

4. INSURANCE. The Volunteer and Guardian understand that, except as otherwise agreed to by Habitat in writing, Habitat does not carry or maintain health, medical, life or disability insurance coverage for any Volunteer.

Each Volunteer is expected and encouraged to obtain his or her own medical, health, life and/or disability insurance coverage.

5. PHOTOGRAPHIC RELEASE. The Volunteer and Guardian do hereby grant and convey unto Habitat all right, title and interest in any and all photographic images and video or audio recordings made by Habitat during the Volunteer's work for Habitat, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.

6. OTHER. The Volunteer and Guardian expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Pennsylvania and that this Release shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania. Volunteer and Guardian agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

IN WITNESS WHEREOF, Volunteer and Guardian have executed this Release as of the day and year first above written.

Witness: _____ Volunteer: _____
(Signature) (Signature)

Witness: _____ Volunteer: _____
(Print Name) (Print Name)

Parent/Guardian: _____ Parent/Guardian: _____
(Signature)/(Print Name) (Signature)/(Print Name)

Address: _____

Phone: (H): _____ (W): _____ (C): _____