

AGREEMENT

THIS AGREEMENT, made and entered into as of the ____ day of _____, 2012, by and between the **Warren County School District** (the "District"), and the **Warren High Band Boosters** (the "Booster").

WHEREAS, the Booster has donated a 1992 International Passenger Bus with a VIN# of HVBAZRP8NH44 (the "Bus") to the District, with the intent that the Bus be utilized for the benefit of the Warren High School Marching Band; and

WHEREAS, the Booster and the District desire to establish the terms and conditions under which the Bus shall be used for said purpose.

NOW, THEREFORE, in consideration of the mutual rights and obligations contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Documentation of Donation of Bus.

The Booster agrees to cooperate with the District in all respects, and to submit any necessary documentation requested by the District, so that the Booster's donation of the Bus is properly documented and managed by the District as a gift to the District in accordance with District Policy 11501.

2. Ownership of Bus.

The parties hereto agree that the Bus shall at all times be owned by, titled to, and registered to the District. The Booster agrees to cooperate with the District in all respects, and to submit any necessary documentation requested by the District, in order to ensure that the Bus is properly titled to, and registered to, the District. The Booster further agrees that the Booster shall be financially responsible for the payment, in their entirety, of all annual registration fees, permit fees, and other fees associated with registration or title of the Bus.

3. Fuel, Inspection, and Maintenance.

The Booster shall be financially responsible for the payment, in their entirety, of all fuel costs, inspection costs, and maintenance costs associated with the Bus. The Booster further agrees that all maintenance and inspections shall be performed by a properly licensed mechanic that has been approved by the District, with said approval to occur prior to the performance of any maintenance on, or inspection of, the Bus.

4. Authorized Drivers of the Bus.

The parties hereto agree that up to three drivers shall be approved by the District's Transportation Manager on or before August 1st of each year that this Agreement remains in

effect. Upon approval said drivers, subject to the terms of this Agreement, shall be permitted to operate the Bus from August 1st through December 31st. As a part of said approval process, the Booster shall provide the Transportation Manager with proof that each driver is properly licensed to drive the Bus; copies of each driver's driving record for the preceding 3 years; proof of insurance, in amounts acceptable to the District, for each driver; and proof of compliance with the Act 33, Act 34, and Act 114 requirements for each driver. No driver shall be permitted to operate the Bus until all of the preceding information has been submitted to the District's Transportation Manager and the District's Transportation Manager has approved the driver. Additionally, any driver may be removed as an approved driver at the District's sole and unrestricted discretion upon written notice of said removal by the District to the Booster. In the event that a driver is removed by the District, the Booster shall be permitted to request that the District approve another driver to operate the Bus through September 30th of the relevant year, with the understanding that at no time shall there be more than three approved drivers of the Bus.

5. Operation of the Bus.

A. Unless otherwise authorized by the District's Transportation Manager, the Bus shall be parked on District property, at a location designated by the District's Transportation Manager, at all times that the Bus is not in use as a part of the Warren High School Marching Band's activities.

B. The Booster agrees that the Bus shall be utilized for the sole purpose of transporting equipment and other items to be used by the Warren High School Marching Band as a part its activities. Under no circumstances shall a student of the District, or any other school district, be permitted to be a passenger on the Bus.

C. The Booster hereby agrees that the Booster and all drivers shall be required to comply with all District policies and all laws, rules and regulations, whether federal, state, county or municipal, which are now or in the future may be applicable to the operation of the Bus in accordance with the terms of this Agreement including, without limitation, the Pennsylvania Motor Vehicle Code and all other laws applicable to the maintenance and operation of vehicles. The Booster further represents and warrants that the Bus is, and shall continue to be, in compliance with all applicable laws, rules and regulations.

D. The parties agree that the District shall at all times have a set of keys to the Bus and that the the approved drivers shall be required to to sign the Bus out and document its use in accordance with the procedure established by the District's Transportation Manager in this regard.

6. Insurance.

As the owner of the Bus, the District shall provide insurance coverage for the Bus under its existing insurance policies. The Booster shall be responsible for reimbursing the District for the entire cost of said insurance coverage. Additionally, nothing in this provision shall relieve the Booster of its obligation to provide the District with proof of insurance for each driver in accordance with Section 4 of this Agreement.

7. Access to Records.

The Booster shall provide the District's Director of Transportation reasonable access to the records of the Booster to verify compliance by the Booster with all the obligations imposed upon the Booster in accordance with the terms of this Agreement.

8. Independent Contractor.

The parties agree that they conduct completely separate businesses or affairs; are separate entities; are not partners or joint venturers in any sense whatsoever; and that no agent or officer of the Booster or driver shall be considered an agent, employee or representative of the District or have the right or authority to assume or create any obligation on behalf of the District.

9. Term and Termination

This Agreement shall commence on the date and year first above written and shall remain in effect so long as the Bus is utilized for the purposes herein stated. The District, at its sole and unrestricted discretion, shall determine how long the Bus is mechanically and otherwise fit to be utilized for said purposes, and thus how long this Agreement will remain in effect. The District shall provide the Booster within 30 days written notice of the termination of this Agreement.

10. Suspension of Operation by District

The District shall have the right to suspend the operation of the Bus in the event it is determined that a violation of the terms of this Agreement is present. In the event of any such suspension of operation, the District shall provide the Booster with written notice of the reason for the suspension and said suspension shall remain in effect until any and all reasons for the suspension, as stated in the written notice to the Booster, have been remedied by the Booster.

11. Notices.

Any notices, requests, demands or other communications required or permitted under this Agreement shall be in writing and shall be sufficiently communicated if delivered in person or if sent by certified or registered mail, postage prepaid, and properly addressed as follows:

If to the District:	Warren County School District 589 Hospital Drive, Suite A North Warren, PA 16365-4885
Attention:	Transportation Manager

If to the Booster:	Tracey Morgan 2 Conewango Place Warren, PA 16365 tmorgan@orchardbrands.com
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Any party may from time to time change its address for purposes hereof by giving notice of such changes to the other party, but no such change shall be deemed to be effective until notice thereof is actually received by the party to whom it is directed.

12. Assignment.

The Booster may not assign, sub-contract or otherwise transfer this Agreement or all or any part of its rights or obligations hereunder.

13. Severability.

All sections, sentences, and provisions contained in this Agreement are severable. Should any section, sentence, or provision of this Agreement be rendered void, invalid or unenforceable by any court of law (or arbitrator), for any reason, such a determination shall not render void, invalid, or unenforceable any other section, sentence, or provision of this Agreement and the remainder of this Agreement shall remain in full force and effect and binding on the Parties hereto. Additionally, any court (or arbitrator) construing this Agreement is expressly granted the authority to, and requested to, revise any invalid or unenforceable section, sentence, or provision of this Agreement in order to render same enforceable and then to enforce the revised section, sentence, or provision against the Parties hereto as if the invalid section, sentence, or provision had never been inserted.

14. Entire Agreement; Amendment.

This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated hereby during the term contained herein and supersedes all prior negotiations, representations, commitments, offers, contracts and writings. No modification or amendment of any provision of this Agreement shall be effective unless made in writing and duly signed by the party to be bound thereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST: (SEAL)

WARREN COUNTY SCHOOL DISTRICT

Board Secretary

By: Board President

WARREN HIGH BAND BOOSTERS

By: