

WHEATLAND-CHILI CENTRAL SCHOOL

13 Beckwith Avenue
Scottsville, NY 14546

SHORT-TERM SCHOOL BUS LEASE AGREEMENT

This Agreement is made effective the 1st day of July 2014 between Wheatland-Chili Central School District, 13 Beckwith Avenue, Scottsville, New York 14546 (District) as Lessor and Town of Wheatland, Main Street, Scottsville, NY 14546 (Town) as Lessee.

Town desires to rent one or more school buses of District for use on certain dates in July and August of 2014. District is willing to rent buses to Town on the terms and conditions below.

1. Buses. District shall provide to Town one school bus generally described as follows on the dates listed in paragraph 3.

2. Drivers. District shall not provide any driver to Town in connection with this Agreement. Town shall be fully and solely responsible for obtaining qualified drivers. Only qualified drivers shall operate any bus rented under this Agreement. No driver shall be considered qualified unless qualified under all New York State laws and regulations, including those of the Commissioner of Motor Vehicles, as a school bus driver in accordance with the provisions of the Education Law and the Vehicle and Traffic Law. District shall have no obligation whatsoever with respect to the compensation of any driver under this Agreement nor have any liability whatsoever with respect to any driver.

The relationship between Town and all drivers shall be a matter solely determined by Town and each driver. In no event shall District have any responsibility for compensating any individual driving any bus pursuant to this Agreement. Neither shall District have any obligation or responsibility whatsoever with respect to compensation for, benefits for, working conditions, etc. for any driver under this Agreement. Town shall, as required by law, provide Workers' Compensation, unemployment, disability, and any other insurance in accordance with applicable state and federal laws and regulations.

3. Dates of Rental. District agrees to provide a bus, as specified below, on the following dates and at the following times:

<u>Date</u>	<u>Approximate Beginning Time</u>	<u>Approximate Ending Time</u>	<u>Estimated Total Time</u>
July 16, 2014	9:00 AM	1:00 PM	4 hrs.
July 23, 2014	9:00 AM	1:00 PM	4 hrs.
July 30, 2014	9:00 AM	1:00 PM	4 hrs.
August 6, 2014	9:00 AM	1:00 PM	4 hrs.
August 8, 2014	9:00 AM	1:00 PM	4 hrs.

4. Rental Charge. Town shall pay to District as rental for each bus on each occasion the following: \$3.12 per mile. Rental shall be paid upon invoicing by District.

5. Insurance. Town shall provide insurance coverage, and proof of insurance, as provided below and all such insurance shall name Wheatland-Chili Central School District as an additional insured:

(a) comprehensive general liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate

(b) automobile liability insurance with limits of \$1,000,000 each accident and underinsured motorists coverage of \$1,000,000 and personal injury protection of \$150,000

(c) comprehensive and collision coverage with respect to buses for the full value of the buses and with a maximum deductible of \$1,000

(d) Workers' Compensation Insurance covering the driver or drivers.

In the event of any deductible under any policy, Town shall be liable for the deductible in the event of any occurrence,

The full cost of all such insurance shall be borne by Town. If requested by Town, District shall inquire of its current insurance carriers whether the above insurance can be provided through District's policy or policies and, if so, what the allocable cost with respect to the rentals hereunder would be and said District, in its sole discretion, may offer that the requirements of this paragraph be satisfied through such insurance with payment by Town of all such allocable costs.

6. Liability for Vehicles. Town shall be fully responsible for any damage to any vehicle rented under this Agreement however caused; provided, however, in the case of a breakdown of any vehicle, if Town shall provide compelling evidence that the

breakdown was due to improper maintenance by District and/or normal wear and tear of the vehicle, Town shall not be responsible for the resulting damage and/or required repair.

7. *Indemnity and Hold Harmless.* **EXCEPT AS PROVIDED ABOVE, TOWN SHALL INDEMNIFY AND HOLD HARMLESS DISTRICT, ITS BOARD MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, AND VOLUNTEERS FROM AND AGAINST ANY CLAIM, LIABILITY, LOSS, DAMAGE, AND EXPENSE, INCLUDING ATTORNEYS' FEES AND COURT COSTS, WHICH MAY ARISE OUT OF OR BE INCURRED AS A RESULT OF TOWN'S RENTAL, USE, OR POSSESSION OF ANY BUS RENTED HEREUNDER. THIS INDEMNIFICATION AND HOLD HARMLESS INCLUDES, BUT IS NOT LIMITED TO, CLAIMS, LIABILITY, LOSS, DAMAGE, EXPENSE, ATTORNEYS' FEES AND COURT COSTS AND ANY SUCH RELATED ITEM, ATTRIBUTABLE TO ANY BREACH OF THIS AGREEMENT OR ANY RENTAL, USE OR POSSESSION OF ANY BUS, INCLUDING, BUT NOT LIMITED TO, BODILY INJURY, SICKNESS, DISEASE, DEATH, PROPERTY DAMAGE, INCLUDING DAMAGE TO ANY PROPERTY OF A THIRD PARTY OR PROPERTY OF DISTRICT, INCLUDING LOSS OF USE OF PROPERTY, WHICH ARE CAUSED BY, OR ARISE OUT OR ARE CONNECTED WITH, OR CLAIMED TO BE CAUSED BY OR TO ARISE OUT OF OR TO BE CONNECTED WITH TOWN'S RENTAL, USE, OR POSSESSION OF ANY VEHICLE PURSUANT TO THIS AGREEMENT AND**

REGARDLESS OF WHETHER BY ANY AFFIRMATIVE ACT OR BY AN OMISSION BY TOWN OR ANY OF ITS AGENTS, SERVANTS, CONSULTANTS, EMPLOYEES, OR OFFICERS OR BOARD MEMBERS. THE PROVISIONS OF THIS PARAGRAPH 7 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

8. Failure, Delay or Waiver. No failure of District to require, and no delay by District and no failure by Town to provide, compliance with any provision of this Agreement shall constitute a waiver of any requirement, including, but not limited to, the requirements for insurance provided in paragraph 5 above.

9. Priority Use Issues. If for any reason whatsoever, District determines that it is unable to provide a vehicle at the time and dates listed above because of the need to transport school students or for other needs of District, District shall have no obligation whatsoever to provide a vehicle at such time and date to Town, and District shall have no liability to Town irrespective of any consequence to Town, including, but not limited to, refunds to participants for activities on the date or dates and/or costs for transportation from some other source which are in excess of the costs specified in this Agreement.

Town of Wheatland-Chili
(Lessee)

Wheatland-Chili Central School
District (Lessor)

By: _____
Signature Date

By: _____
Signature Date

Name and Title

Deborah Leh, Superintendent
Name and Title