

BUS LEASE AGREEMENT

This Bus Lease Agreement is made as of September 25, 2023, between the Charlotte Valley Central School District (the "District") and the Roxbury Central School District.

RECITALS

The District is authorized by Sections 1501-b and 1709(25) of the Education Law to lease school buses to other school districts, municipalities and certain other organizations when not needed for transportation of its students for purposes authorized by statute.

The parties desire to contract for the District to lease a school bus or buses to Lessee for transportation of the Roxbury CSD soccer team to Charlotte Valley Central School on Charlotte Valley 60 passenger bus.

IN CONSIDERATION THEREOF and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Lease: The parties hereby agree that Lessee shall lease the school bus or buses described below from the District (the "Leased Bus") for the term specified below and for the rental sum listed below.

Leased Bus(es): *1-60 passenger bus*

Rental Payment: *\$272.60*

Term: *September 26, 2023*

2. Driver:

Charlotte Valley CSD as Lessor will provide the driver for the leased bus and shall be solely responsible for all employment costs and obligations for the driver. Lessor shall provide the Roxbury Central School District's Director of Transportation with all required evidence that the Charlotte Valley Central School District's driver is qualified to drive the Leased Bus, and shall ensure that the driver maintains all legally required licenses, certificates and other qualifications.

3. Payment and Return of Bus. The rental payment will reimburse the Charlotte Valley Central District for the total actual cost of the Leased Bus including the amortized cost of replacement of the bus, insurance, driver cost and other costs expected to arise out of Lessee's use of the bus. Payment is due upon invoicing by the Charlotte Valley CSD and shall be paid within 30 days of the due date.

4. Insurance. Lessor shall provide and maintain in effect throughout the term of this Lease Agreement a policy or policies of insurance with the following minimum coverages and amounts with respect to the leased bus:

General Liability: \$1M per occurrence / \$5M Aggregate (can be achieved via Umbrella Liability coverage)

Commercial Auto: \$1M Combined Single Limit / \$5M Aggregate (can be achieved via Umbrella Liability coverage)

(If Lessee provides the driver) Worker's Compensation/ and Employer's Liability:

WC: Statutory Limits: EL: \$500,000/\$500,000/\$500,000

5. Indemnity. Each party (for purposes of this Paragraph, the party of the first part shall be referred to as the "Indemnifying Party") shall indemnify, defend and hold harmless the other parties (for purposes of this Paragraph, the party of the second part shall be referred to as the "Indemnified Parties") from and against: (a) any and all liability arising out of the Indemnifying Party's failure to comply with the terms of this Agreement, and any injury, loss, claims, or damages arising from the negligent operations, acts, or omissions of the Indemnifying Party relating to or arising out of such party's performance of its obligations under this Agreement; and (b) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of the Indemnified Parties in connection with the defense of such claims. Notwithstanding the foregoing, no party shall be liable to any other party hereunder for any claim covered by insurance, except to the extent of any deductible and to the extent that the liability of such party exceeds the amount of such insurance coverage.

6. Miscellaneous Provisions.

- Neither party may assign this Agreement or any of its rights or obligations hereunder.
- This Agreement may be amended only in writing agreed to and signed by the Parties.
- This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- By entering into this Agreement, each Party warrants and represents to the other that this Agreement is within its lawful powers, that this Agreement has been approved by its governing body or authorized officer in compliance with all applicable laws and procedures, that all approvals necessary for its execution, delivery and performance by such Party have been obtained, that no litigation is pending or to its knowledge threatened regarding its execution, delivery or performance of this Agreement and that this Agreement is lawful and binding upon it in accordance with its terms.

- This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Delaware County, New York, shall be the venue of any action or proceeding arising from or related to this agreement.
- Paragraph headings have been provided for convenience of reference only and shall not control, affect the meaning or be used in the interpretation of any provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year first above written.

CHARLOTTE VALLEY CENTRAL SCHOOL DISTRICT

By:  Date: 9/26/23

Its: Superintendent

ROXBURY CENTRAL SCHOOL DISTRICT

By:  Date: 9/26/23

Its: Superintendent