

AGREEMENT TO LEASE SCHOOL BUS

THIS AGREEMENT is made and entered into this ____ day of January 2022, by and between the BOARD OF EDUCATION OF HENDERSON COUNTY, KENTUCKY (“Lessor”) and the BOARD OF EDUCATION OF MAYFIELD, KENTUCKY (“Lessee”)

WHEREAS the Mayfield Independent School District sustained devastating losses during the recent tornado(s) that struck Western Kentucky and may from time to time be in need of additional buses for the transportation of students; and

WHEREAS the Henderson County Board of Education has agreed to lease certain buses to the Board of Education of Mayfield, Kentucky to help meet that need.

NOW, IT IS UNDERSTOOD AND AGREED by and between the parties as follows:

1. The term of this lease shall begin on January ___, 2022 and shall end on July 1, 2022. It is expressly agreed and understood that the parties shall not be bound hereby beyond the foregoing term. Provided, however, the parties may agree upon an additional term, not to exceed one (1) year, with both Lessor and Lessee agreeing on such on or before June 30, 2022.

2. Lessor shall lease to the Lessee the following buses for the term of this agreement for the purpose of assisting the Lessee in transporting school students:

BUS #	VIN	MAKE	MODEL	YEAR	MILEAGE
80	4UZAAXDC75CN38615	Thomas	FS65	2004	180,925.4
81	4UZAAXDC95CN38616	Thomas	FS65	2004	155,654.3
84	4UZAAXDC45CN38619	Thomas	FS65	2004	161,172.0

3. Lessee agrees to pay to the Lessor the sum of One Dollar (\$1.00) per bus as an agreed upon rental fee which shall be due and payable within thirty (30) days of receipt of an invoice from the Lessor.

4. Lessee shall only permit individuals who have completed the appropriate medical examination(s), have a valid license and met all other state and federal licensure requirements to operate the leased buses.

5. Lessee shall be responsible for the maintenance and care of the buses and all costs incurred for fuel, oil, and routine servicing incurred during the term of the lease. Lessee further agrees that only a qualified mechanic or technician shall be permitted to perform any work on the buses and will promptly notify Lessor of any repairs, replacement or alterations made.

6. Lessee agrees to pay for any losses or damages the leased buses and agrees to pay for the replacement, refurbishment, or repairs of the buses and/or any parts thereof which are damaged or destroyed through the willful or negligent act or acts of the part of the Lessee, its employees, agent, students, invitees, guests, or assigns. Sums shall include reasonable cost of parts and labor incurred in making repairs, refurbishment, or replacement. All repairs will be arranged for by Henderson County Schools.

7. Lessee has been given the opportunity to inspect the leased buses and agrees to lease them "as is" in their current conditions. Lessor assumes no risk. Lessee releases Lessor from any and all liability for claims, damages, injury, or loss to any person or property from any cause whatsoever. Further, the Lessee hereby covenants to indemnify and save harmless said Lessor from any claim, damage, injury, or loss from any cause, whosoever, arising in or out of Lessee's possession or use of the leased buses, including costs and fees for attorneys and litigation.

8. Lessee shall maintain all appropriate insurance as required by the Commonwealth of Kentucky during the term of this lease. Lessee shall notify its insurance carrier of the lease of said buses and take any necessary steps to secure additional coverage, riders, etc. that may be required. Lessee's insurance shall be primary for any incident or accident that occurs while the buses are in Lessee's possession.

9. Both parties reserve the right to terminate this Agreement at any time upon thirty (30) days written notice by providing written notice to the other party.

10. Nothing in this Agreement is intended by the parties to create, nor shall this Agreement be construed as creating rights, entitlements, and/or benefits of any kind whatsoever for anyone as a third-party beneficiary.

11. In all cases of disagreement arising herein, the statutes and laws of the Commonwealth of Kentucky shall govern. Lessee further states that the leased buses will not be utilized for any purpose, and it will not permit any conduct or activity on said buses that constitutes any violation of city, county, state, or federal laws. Lessee further states that the buses shall be

operated and maintained in accordance with all state and federal laws and regulations when in Lessee's possession and control.

12. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

13. This Agreement contains the entire Agreement of the parties. Any amendments thereto shall be agreed upon by the parties in writing.

IN TESTIMONY WHEREOF, witness the signature of the parties hereto by and through their duly authorized officers and agents.

**BOARD OF EDUCATION OF
HENDERSON COUNTY, KY**

**BOARD OF EDUCATION OF
MAYFIELD, KY**

By: _____

Date: _____

By: _____

Date: _____