

AGREEMENT FOR LEASE OF SCHOOL BUSES

This Agreement made and entered into this 7th day of October, 2024 by and between the Oldham County Board of Education (hereinafter referred to as "the Board") and the Oldham County Family YMCA (hereinafter referred to as "the Lessee");

WHEREAS the Lessee wishes to use school buses owned and maintained by the Board; and

WHEREAS the Board, pursuant to Policy 06.5, wishes to make school buses available to the Lessee on certain terms and conditions;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The Board permits the Lessee to use one school buses for the purpose of a field trip to Hubers Family Farm from 9am until 3pm on 10/23/24.

2. Lessee may use the school buses described above during the period of October 23 2024 until October 23, 2024.

3. Lessee shall pay \$_____ per school bus and \$_____ per driver to the Board for use of the school bus which shall be payable on _____.

4. Lessee shall obtain, prior to using the school buses under this agreement, and maintain, during the term of this agreement, collision and liability insurance in an amount of not less than \$2,000,000.00 and shall name the Board as a Loss Payee and an Additional Insured, and shall provide proof of the policy to the Board. In the event that the Board incurs any loss or damage for which the Lessee is responsible, the Board's insurers may claim reimbursement from the Lessee. Any insurance provided by the Board shall apply on a primary basis and shall not require contribution from any insurance maintained by Lessee. Any insurance or self-insurance maintained by the Board shall be in excess of, and shall not contribute with the insurance provided by the Lessee.

5. Lessee is responsible for the cost of repair or replacement of any property where the damage is caused by any person whom the Lessee has permitted to operate the school bus during the period that the Lessee is permitted to use the vehicle, and the amount of every expenditure made by the Board as a result of such damage is a debt due to the Board by the Lessee.

6. Lessee hereby releases and saves harmless the Board from all liability that may arise in respect of any injury to any person while on the bus, or during the operation of the school bus.

7. Lessee shall not permit persons other than those associated with the operation of the school bus to operate or maintain the school bus in any way, shape, or form.

8. The Board may revoke its approval and terminate the agreement for use if the Lessee breaches any provision of the agreement or other conditions of approval for use of the school.

[Signature Page to Follow]

Dated this 7th day of October 2024

LESSEE:

By: Josh Ransdell

Printed Name and Title: Josh Ransdell Executive Director

OLDHAM COUNTY BOARD OF EDUCATION

By: _____

Name: Suzanne Hundley

Title: Board Chair

OLDHAM COUNTY BOARD OF EDUCATION

By: _____

Name: Dr. Jason Radford

Title: Superintendent