

LEASE AGREEMENT FOR SCHOOL BUS

This Lease Agreement for School Bus (“Agreement”) is entered into by and between the Lessor, Mid-America Technology Center, (“MATC”) and the Lessee, Independent School District No. 15 of Pottawatomie County, Oklahoma (“Wanette School District” or “District”) effective the 9th day of August, 2021.

R E C I T A L S:

WHEREAS, MATC is a technology center school district and a political subdivision of the State of Oklahoma;

WHEREAS, Wanette School District is an independent public school district and a political subdivision of the State of Oklahoma located in Pottawatomie County, Oklahoma;

WHEREAS, Wanette School District is located within the boundaries of MATC, and the District and MATC serve the same students;

WHEREAS, Wanette School District wishes to lease from MATC, and MATC wishes to lease to the District, one (1) school bus for the purpose of transporting students to and from school, extracurricular activities and school sponsored events;

WHEREAS, Title 70, Section 5-117(A)(10) of the Oklahoma Statutes authorizes the board of education of a school district, including a technology center school district, to lease personal property to any political subdivision of the State of Oklahoma for nominal cash consideration for so long as the use of the property by the lessee substantially benefits, in whole or in part, the same public served by the school district;

WHEREAS, Title 70, Section 14-108(L) of the Oklahoma Statutes authorizes the board of education of a technology center school district to convey surplus personal property without consideration to a school district that is within the boundary of the technology center school district;

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Lease.** MATC agrees to lease to Wanette School District, and Wanette School District agrees to lease from MATC, one (1) school bus of MATC’s choosing. MATC may, in the discretion of its superintendent, switch or trade the bus being leased at any time with a different bus.

2. **Term and Renewal.** The term of this Agreement begins on August 9, 2021, and ends on June 30, 2022, unless this Agreement is terminated at an earlier date as provided herein. Upon the termination of this Agreement, by lapse of time or otherwise, Wanette School District agrees to surrender possession of the bus to MATC in good condition and working order, subject

to ordinary wear and tear. This Agreement may be renewed for one year periods (running from July 1 to June 30) by mutual ratification of renewal by the governing boards of MATC and the District.

3. **Rent.** Wanette School District shall pay to MATC the sum of One Dollar (\$1.00) per year for its lease of the school bus.

4. **Use.** The school bus shall be used by Wanette School District solely for transportation of its students to and from school, extracurricular activities and school sponsored events, and for no other purpose, unless a detour is required due to a medical or other unforeseen emergency. The Wanette School District agrees that its use and operation of the school bus will be in full and strict compliance with all requirements of applicable federal, state and municipal laws, rules, regulations and ordinances. In the event that MATC reasonably determines that the District is not complying with the provisions of this Agreement concerning the nature and character of its use or operation of the school bus, MATC shall have the right to immediately terminate this Agreement.

5. **Drivers.** Wanette School District will furnish the driver of the school bus and other personnel necessary to their operation, and it shall be the responsibility of the District to ensure the driver has the appropriate license and credentials to drive the bus being leased.

6. **Liability Insurance and Indemnity.** Wanette School District shall furnish MATC with a certificate of general liability and property damage insurance adding MATC as an additional insured and providing coverage limits commensurate with the tort claim liability limits under the Oklahoma Governmental Tort Claims (*i.e.*, at least One Million Dollars (\$1,000,000) of combined single limit coverage; One Hundred Twenty Five Thousand (\$125,000) of coverage per claim for bodily injury or death; and Twenty Five Thousand (\$25,000) for coverage per property loss claim) with a retention or deductible not to exceed \$10,000. The District's insurance shall be primary over any liability insurance of MATC. The certificate shall provide for at least ten (10) days' written notice to MATC before cancellation of the policy or reduction of the coverage for any reason, including nonpayment of the premium. The District agrees to maintain the above insurance coverage in force and effect during the entire term of this Agreement. In addition to the liability insurance, and not in lieu thereof, Wanette School District agrees to indemnify and hold MATC and its officers and employees harmless from all claims, demands, actions, fines, proceedings, costs and attorney fees arising from or growing out of the District's use of the school bus.

7. **Insurance on School Bus and Damage to Bus.** Wanette School District shall also furnish MATC with a certificate of collision and comprehensive insurance on the school bus leased under this Agreement to cover any and all damage or loss to the bus caused by accident, vandalism, theft or other casualty. MATC shall be added as an additional insured under said policy. The certificate shall provide for at least ten (10) days' written notice to MATC before cancellation of the policy or reduction of the coverage for any reason, including nonpayment of the premium. The District agrees to maintain the above insurance coverage in force and effect during the entire term of this Agreement. Wanette School District agrees to pay MATC for any damage to the bus which arises during the District's use of the bus as a result of actions or

omissions of the District, regardless of whether the damage is inflicted intentionally or negligently. In the event of damage of any type to a bus leased under this Agreement, the District shall immediately notify the Superintendent of MATC.

8. **Alterations and Repairs.** No alterations to the bus may be made by Wanette School District without the written consent of MATC. Further, the District will not have any non-routine repairs or maintenance performed on the bus without express written authorization from MATC. If the District believes any non-routine repairs or maintenance are needed, the District shall notify MATC's superintendent.

9. **Representations and Relationship.** Although the bus has the name of MATC painted on their exterior, Wanette School District will not in any way represent or hold itself out as performing an activity or function for or on behalf of MATC. The relationship between MATC and the District is and shall be exclusively that of independent contractors and no relationship of employment, agency, partnership or joint venture shall be deemed to exist between the parties hereto for any purpose.

10. **Termination.** Either party may terminate this Agreement at any time without cause upon ten (10) calendar days' written notice to the other.

11. **No Assignment.** Wanette School District shall not assign or otherwise transfer or permit the transfer of its rights and obligations under this Agreement to any other individual or entity.

12. **Venue / Governing Law.** The laws of the State of Oklahoma shall govern this Agreement. Any dispute between the parties arising out of this Agreement shall be brought in the District Court of McClain County, Oklahoma.

13. **Miscellaneous.** This instrument represents the entire understanding between the parties hereto concerning the subject matter hereof and may be modified only by the mutual written agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the date first above written.

Mid-America Technology Center

Wanette School District

By: _____
Board President

By: _____
Board President