

SARATOGA SPRINGS CITY SCHOOL DISTRICT

SARATOGA SPRINGS, NEW YORK 12866-5967

3 BLUE STREAK BOULEVARD

(518) 583-4703

TRANSPORTATION RENTAL AGREEMENT

THIS TRANSPORTATION RENTAL AGREEMENT (this "Agreement"), made the 7th day of April 2025 is by and between the Board of Education of the Enlarged City School District of the City of Saratoga Springs ("the District"), with an address at 3 Blue Streak Boulevard, Saratoga Springs, New York 12866, and the Town of Wilton, with an address at 10 Lewis Drive, Wilton Center, New York 12833. The District and the Town of Wilton are sometimes referred to in this Agreement individually as a "party" and collectively, as the "parties".

WHEREAS, the Town of Wilton is a municipality that furnishes certain recreation and youth services; and

WHEREAS, the District desires to rent to the Town of Wilton and the Town of Wilton desires to rent from the District four (4) 66 passenger school buses (the "Buses") from the District's fleet upon the terms and conditions set forth herein.

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

1. Term:

The term of the Agreement shall be for four (4) buses for a total of thirty-three (33) days, starting July 1, 2025, and ending on August 15, 2025 (excluding July 4, 2025) as follows:

2. Termination:

Either party may terminate this Agreement by furnishing written notice to the other party, with or without cause, in the event that any representation or warranty made by the other party in this Agreement is materially untrue or in the event that the other party fails to satisfy any covenant set forth in this Agreement.

3. Payment

The Town of Wilton agrees to pay to the District the price of \$50.00 per bus per day, for a total price of Six Thousand Six Hundred Dollars (\$6,600.00), plus Two Dollars and 32/100 (\$2.32) per mile for gasoline and maintenance per bus and \$32.30 per hour for the bus driver (collectively, the

"Rent"). Mileage shall be computed by reading the odometers on the buses prior to leaving the bus garage each day and again, upon return to the bus garage on the same day. Bus drivers' hours will commence with a fifteen (15) minute pre-trip inspection prior to leaving the bus garage and end with a fifteen (15) minute post trip upon returning to the bus garage each day. Per the current CSEA contract, drivers will be guaranteed a minimum of four (4) hours per day and any driver that must remain with the bus will be entitled to a paid half hour lunch and meal reimbursements as follows:

Breakfast allowance: \$5.50. Must be on duty at least 2 hours between 6:30am – 9:30am

Lunch allowance: \$7.50. Must be on duty at least 2 hours between 11:00am-2:00pm

Also, driver will be paid two hours at the end of camp lease for cleaning the bus. The buses shall be available to the Town of Wilton from the garage area of the District, on the above dates, and shall be picked up and returned daily to said garage area on the District. The Rent shall be payable to the District in full, thirty (30) days after receipt of the District Invoice.

4. Covenants of the District:

The District agrees to the following covenants:

1. To furnish qualified operators for the buses from the qualified driver list maintained by the District's Transportation Department. All such operators shall meet the requirement of Article 19-A of the Vehicle and Traffic Law, Part 6 of the Rules and Regulations of the Commissioner of Motor Vehicles and Part 156 of the Rules and Regulation of the Commission or Education.

5. Covenants of the Town of Wilton:

The Town of Wilton agrees to the following covenants:

1. That each of its passengers on the buses will abide by the rules and regulations of the District with respect to the buses and all applicable Rules and Regulations of the Commissioner of Education relating to school buses, a copy of which the Town of Wilton acknowledges it has received from the District.

2. To transport passengers only on the buses and not to transport any equipment of hazardous materials, as such term is defined 42 USC 9601 et. seq., 49 USC 1801 et. seq., 42 USC 6901 et. seq. Articles 17 or 27 of the New York State Environmental Conservation Law or any other Federal, state or local law rule, ordinance or regulation.

The Town of Wilton agrees to the following representations and warranties:

1. That it is a validly formed and validly existing municipality in good standing under the laws of the State of New York;

9. Miscellaneous: The parties agree to the following miscellaneous provisions:

- Severability: If any provision of this Agreement shall be held invalid or unenforceable, the Remainder nevertheless shall remain in full force and effect.
- Amendment and Modification: This Agreement may be amended, modified or supplemented only by written agreement signed by the parties.
- Governing Law: This Agreement and the interpretation and performance of this Agreement shall be governed by the laws of the State of New York, without giving effect to conflict of law or choice of law rules.
- Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by fax with the same binding effect as original ink signatures.
- Entire Agreement: This Agreement embodies the entire agreement and understandings of the parties hereto in respect to the subject matter hereof. Each party acknowledges that no other party has made any, or make any promises representations, warranties, covenants of understandings other than those expressly set forth herein. This Agreement supersedes any and all prior agreements and understandings between the parties with respect to the transactions contemplated by this Agreement.
- Warranties: The District assumes responsibility for the normal wear and tear (including routine repairs and maintenance) of buses provided to the Town of Wilton under this agreement. The Town of Wilton shall not be responsible for such costs.

IN WITNESS HEREOF, the parties have hereunto set their hands and seals as of the date and date first above written.

**BOARD OF EDUCATION OF
THE ENLARGED CITY SCHOOL DISTRICT
OF THE CITY OF SARATOGA SPRINGS**

TOWN OF WILTON

By:
Title: President of the Board of Education

By:
Title: Wilton Town Supervisor

2. The Town of Wilton has the requisite power to enter into this Agreement and the individual executing this Agreement on behalf of the Town of Wilton has the requisite authority to bind the Town of Wilton and

3. Neither the execution nor the delivery of this Agreement or the performance of the Town of Wilton obligations hereunder conflict with, or constitute a default under, any other Agreement to which the Town of Wilton is a party.

The representations and warranties of this Section 5 shall survive the expiration or earlier termination of this Agreement for a period of three years.

6. **Warranties:** NO WARRANTY OF ANY KIND APPLIES TO THE BUSES IN ANY MANNER. ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, IS DISCLAIMED BY THE DISTRICT. In the event one or more of the buses fails or breaks down, the operator shall contact the District's transportation department for the dispatch of a replacement bus. The District's liability in the event one or more of the buses fails or breaks down shall be limited to its operator's obligation to call the District's transportation department for a replacement bus.

7. **Insurance:** The Town of Wilton shall furnish, to the satisfaction of the District and in the District's sole and absolute discretion at least ten days prior to the commencement of the Term, Certificates of Insurance of the following types and in the following prescribed amounts, naming the District as insured:

- Bodily Injury Insurance One Million Dollars (\$1,000,000);
- Property damage Insurance One Million Dollars (\$1,000,000);
- Aggregate Insurance Two Million Dollars (\$2,000,000); and
- Combined Single Limit Insurance Five Million Dollars (\$5,000,000).

8. **Indemnification:**

The Town of Wilton and its successors, if any, agree to indemnify, protect and hold the District, its employees, officers, agents, administrators and board members harmless from and against any and all losses, claims, damages, liabilities, and expenses, including reasonable costs of investigation, reasonable legal counsel fees and disbursements that may be imposed on the District or incurred by the District in connection with the Services in any manner and in connection with the performance of the District's obligations under this Agreement in any manner provided, however, that the Town of Wilton shall not indemnify the District for any loss, claim, damage, liability or expense caused by the District's negligence or misconduct or the negligence or misconduct of the District's employees. The indemnification provisions of this Section 8 shall survive the expiration or earlier termination of the Agreement for a period of three years.