

RENTAL AGREEMENT

AGREEMENT made this 7th day of April 2021, by and between BALDWIN –WHITEHALL SCHOOL DISTRICT, hereinafter called “School District” and WHITEHALL BOROUGH hereinafter called “BOROUGH.”

WITNESSETH:

WHEREAS, BOROUGH has undertaken the planning, operation, and continuation of ALL ACTIVITIES AND PROGRAMS for the families of the Borough of Whitehall on a continuing basis from April 8, 2021 until June 30, 2021 within the County of Allegheny, Commonwealth of Pennsylvania, hereinafter called “PROGRAMS” and

WHEREAS, BOROUGH desires to rent from School District a school bus for the purpose of transporting families for PROGRAMS; and

WHEREAS, School District desires to cooperate with BOROUGH by renting such bus service to BOROUGH for the aforesaid purpose;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions hereinafter contained and intending to be legally bound hereby, the parties agree as follows:

1. Subject of Rental – School District agrees to rent, when proper and timely transportation requests are submitted and when vehicles and drivers are available, on dates requested from the period of April 8, 2021 through June 30, 2021 to BOROUGH a school bus in the operation of all PROGRAMS.
2. Use of vehicle – The bus provided to BOROUGH pursuant to this Rental Agreement shall be used for the sole purpose of transporting students from their homes or other designated stops within the geographical territory of Whitehall Borough, to the requested facilities, and return, and shall be used for no other purpose whatsoever. The provisions of this paragraph are of the essence of this Agreement.
3. Rental – For the use of the bus, BOROUGH shall pay to School District the cost of driver wages and benefits at a rate of thirty-seven dollars (\$37.00) for driver, twenty-seven dollars (\$27.00) for any layover, and twenty-seven dollars (\$27.00) for any bus attendant per hour, and a fee of two dollars and fifty cents (\$2.50) per mile. School District shall present BOROUGH with an invoice for rental on a monthly basis. Rental shall be due and payable thirty (30) days after presentment of such invoices.
4. Title – This Agreement creates a bailment only, and the School District shall remain the sole owner of the bus. It specifically is understood and agreed that the School district and BOROUGH are not joint ventures, partners, principal or agent in the operation of all PROGRAMS

5. Term of Lease – The bus requested by BOROUGH shall be rented, with proper transportation requests submitted to the bus garage at least (3) weeks in advance, from April 8, 2021 until June 30, 2021.

6. Operators – District shall employ bus drivers and have absolute control and supervision of the operators of the bus. Operators shall be at least eighteen (18) years of age and shall hold valid school bus operator licenses issued by the Commonwealth of Pennsylvania, Department of Revenue and Bureau of Motor Vehicles. School Bus Drivers regularly employed by School District during the school year shall receive preference in hiring.

7. Compliance with Law – BOROUGH shall not permit said vehicle to be used in violation of any federal, state or municipal statute, law ordinance, rule or regulation or contrary to the provision of any applicable insurance policy, and BOROUGH shall indemnify, defend and hold harmless School District from any and all fines, forfeitures, damages or penalties resulting from violation of such statutes, laws, ordinances, rules and regulations.

8. Liability and Insurance – BOROUGH shall defend, indemnify and hold harmless School District and officers and employees of School District, from and against any damage, loss, theft or destruction of the bus and against all losses, liabilities, damages, injuries, claims, demands, suits, costs and expenses of every kind and nature, except those caused by the negligence or willful misconduct of the School District or its agents, contractors, servants, or employees, whether or not covered by insurance, including legal fees and disbursements arising out of or in connection with the use or operation of the bus during the term of this agreement and/or any separate rental hereunder, specifically including, but not limited to, an claim, demand or suit asserting the invalidity or impropriety of this agreement and/or any act performed hereunder.

BOROUGH shall carry and maintain, at its own expense, an insurance policy insuring School District as a name assured against liability for personal injury, death and property damage resulting from the rental of the bus by BOROUGH in an amount not less than \$500,000.00 for death or injury of one person, and not less than \$1,000,000.00 death or injury of more than one person, and not less than \$100,000.00 for property damage.

All such policies or certificates thereof shall be delivered to School District prior to rental of the bus to BOROUGH.

9. Maintenance and Repair – School District shall keep the bus in good operating condition and working order and shall provide all maintenance, repairs and storage to the extent necessary to maintain the vehicle in good condition.

10. Terms of Agreement – This agreement shall become effective upon execution and shall terminate on June 30, 2021 at midnight, EST. BOROUGH may terminate this agreement with or without cause on three (3) days' notice. In the event BOROUGH fails to perform any of the terms, conditions and covenants herein contained, for a period of three (3) days after written notice of such default shall have been given to BOROUGH, School District shall have the right, at its option, to terminate this agreement. Termination shall not forfeit, waive, prejudice or affect any other lawful remedies available because of default.

11. Notices – All notices hereunder shall be in writing and shall be sent by certified mail addressed to the address of the respective parties stated below:

WITNESS the due execution thereof the day and year first above written:

BALDWIN-WHITEHALL SCHOOL DISTRICT
4900 CURRY RD
PITTSBURGH, PA 15236

Board President

Board Secretary

WHITEHALL BOROUGH
100 BOROUGH PARK DR
PITTSBURGH, PA 15236-2009

Whitehall Manager