

RENTAL AGREEMENT

AGREEMENT made this 12th day of June, 2024, by and between BALDWIN –WHITEHALL SCHOOL DISTRICT, hereinafter called “School District” and KINDERCARE LEARNING COMPANIES called “COMPANIES.”

WITNESSETH:

WHEREAS, COMPANIES has undertaken the planning, operation, and continuation of ALL ACTIVITIES AND PROGRAMS for the families of the Borough of Baldwin AND Whitehall continuingly from July 1, 2024, until May 31, 2025, within the County of Allegheny, Commonwealth of Pennsylvania, hereinafter called “PROGRAMS” and

WHEREAS, COMPANIES desire to rent from the School District a school bus to transport families for PROGRAMS; and

WHEREAS, the School District desires to cooperate with COMPANIES by renting such bus service to COMPANIES.” 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 July 1, 2024, through May 31, 2025, to COMPANIES a school bus in the operation of all PROGRAMS.
2. Use of vehicle – The bus provided to COMPANIES according to this Rental Agreement shall be used for the sole purpose of transporting residents from their homes or other designated stops within the geographical territory of Baldwin AND Whitehall Borough, to the requested facilities, and return. It 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, COMPANIES shall pay to the School District the cost of driver wages and benefits at a rate of forty-one dollars (\$43.00) for driver, twenty-seven dollars (\$27.00) for any layover, and twenty-eight dollars (\$28.00) for any bus attendant per hour, and a fee of three dollars and fifty cents (\$4.00) per mile. The School District shall present COMPANIES with an invoice for rental monthly. Rental shall be due and payable thirty (30) days after the 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 are not joint ventures, partners, principals, or agents in the operation of all PROGRAMS.

5. Term of Lease – The bus requested by COMPANIES shall be rented, with proper transportation requests submitted to the bus garage at least (3) weeks in advance, from July 1, 2024, until May 31, 2025.

6. Operators – The 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. They shall hold valid school bus operator licenses issued by the Commonwealth of Pennsylvania, the Department of Revenue, and the Bureau of Motor Vehicles. School Bus Drivers regularly employed by the School District during the school year shall receive preference in hiring.

7. Compliance with Law – COMPANIES shall not permit the 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 COMPANIES shall indemnify, defend and hold harmless School District from any fines, forfeitures, damages or penalties resulting from violation of such statutes, laws, ordinances, rules and regulations.

8. Liability and Insurance – COMPANIES 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 any separate rental hereunder, specifically including, but not limited to, a claim, demand, or suit asserting the invalidity or impropriety of this agreement and/or any act performed hereunder.

COMPANIES shall carry and maintain, at its own expense, an insurance policy insuring the School District as a name assured against liability for personal injury, death, and property damage resulting from the rental of the bus by COMPANIES 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 shall be delivered to the School District before renting the bus to COMPANIES.

9. Maintenance and Repair – The 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 May 31, 2025, at midnight, EST. COMPANIES may terminate this agreement with or without cause on three (3) day's notice. In the event COMPANIES fails to perform any of the terms, conditions, and covenants herein contained, for three (3) days after written notice of such default shall have been given to COMPANIES, the 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

KINDERCARE LEARNING COMPANIES

Director