

Agreement for Transfer of School Buses

This Agreement is made by and between The School Board of Palm Beach County, Florida located at 3318 Forest Hill Boulevard, Suite C-302, West Palm Beach, Florida 33406 (BOARD) and Montessori Academy of Early Enrichment, Inc. (ACADEMY), located at 2925 10th Ave. N. Suite 108, Palm Springs, FL 33461.

WHEREAS ACADEMY is desirous of and in need of acquiring a vehicle to transport its students; and

WHEREAS BOARD has identified one (1) of its school buses as surplus property pursuant to Sectgion 274.05, Florida Statute,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. For and in consideration of Ten Dollars (\$10.00) per bus, the terms and conditions of this Agreement and other good and valuable consideration as stated herein, BOARD shall transfer ownership of one Vehicle to ACADEMY (Vehicle).
2. Within thirty (30) days of the approval of this Agreement by the BOARD, BOARD shall transfer title of this Vehicle to ACADEMY. The parties shall agree to execute any and all documents, including title transfers, so as to effectuate the transfer of title from the BOARD to ACADEMY and any other requirements to effectuate the terms and conditions of this Agreement. Any costs associated with the transfer of title, recordation of UCC-1, and on a reconveyance of Vehicle shall be at ACADEMY'S cost and shall, in any event, not be done by BOARD.
3. ACADEMY agrees that it shall, at such time as ACADEMY ceases operation and/or ACADEMY ceases its useful operation of Vehicle, ACADEMY shall reconvey Vehicle to BOARD, at no cost to BOARD. ACADEMY further covenants and agrees that it shall not sell or dispose of Vehicle without written consent of BOARD, which may unreasonably be withheld at the Board's sole discretion. ACADEMY may not voluntarily or involuntarily transfer vehicles by sale, sublease, creation, attachment, or convey a security interest in Vehicle except as provided herein.
4. ACADEMY further agrees that BOARD shall be entitled to file a lien against title of Vehicle in the form of a UCC-1 or other appropriate instrument, in order to record and notice ACADEMY'S limitation on transfer of Vehicle.

5. ACADEMY shall maintain automobile liability insurance in the amount of \$1,000,000.00, and shall name THE SCHOOL BOARD of PALM BEACH COUNTY, FLORIDA as an additional insured, with a 30-day cancellation notice to the BOARD, or as otherwise limited by law.
6. Upon transfer and prior to use ACADEMY shall immediately remove or cause to be removed from Vehicle all emblems, references, or other identifying marks relating to Palm Beach County School District.
7. ACADEMY shall accept Vehicle in "AS-IS" condition, and BOARD shall hereby disclaim any and all representation and/or warranty of the condition of Vehicle, including its fitness for a particular purpose use or purpose or for the ordinary purposes for which Vehicle is used.

As a material part of the consideration for this Agreement, BOARD and ACADEMY agree that, ACADEMY is acquiring Vehicle "AS-IS" with all faults and defects, latent and patent, and ACADEMY acknowledges and agrees that BOARD has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect (a) the nature, quality or condition of Vehicle, including, the suitability of Vehicle for any and all activities and uses which ACADEMY may intend, and/or the compliance of or maintenance of Vehicle with any laws, rules, ordinances or regulations or any other matter related to or concerning Vehicle. Furthermore, ACADEMY shall not seek recourse against BOARD on account of any loss, cost or expense including personal injury, and or property damage by ACADEMY or any 3rd party, claimed, suffered, or incurred by ACADEMY or any 3rd party with regard to any of the matters described in this paragraph above, and hereby assumes the risk of any adverse matters related to the matters described in this paragraph above.

In the event of any claims, litigation, or judgments threatened or made against BOARD arising out of relating to this Agreement or with respect to Vehicle, ACADEMY shall hold harmless, defend, and indemnify BOARD to the fullest extent permitted by law.

ACADEMY acknowledges that ACADEMY, having been given the opportunity to inspect Vehicle is relying solely on its own investigation of Vehicle and not on any information provided or to be provided by or on behalf of BOARD or any statement, representation or other assertion made by BOARD, if any, with respect to Vehicle.

ACADEMY further acknowledges that no independent investigation or verification has been or will be made by BOARD with respect to any information which may have been supplied by or on behalf of BOARD concerning Vehicle, and BOARD makes no representation as to the accuracy or completeness of such information, it being intended by the parties that ACADEMY shall verify the accuracy and completeness of any such information itself.

ACADEMY acknowledges that the disclaimers, agreements, and other statements set forth in this paragraph are an integral portion of this Agreement and that BOARD would not agree to transfer Vehicle to ACADEMY under this Agreement without the disclaimers, agreements and other statements set forth in this section.

8. The terms and conditions of this Agreement shall survive the transfer of title, and shall remain valid and enforceable contractual obligations between the parties until such time as Vehicle is (a) reconveyed to BOARD; (b) the UCC-1 is released by BOARD and/or (c) Vehicles are otherwise disposed of by ACADEMY with the express written permission of BOARD.
9. Each party to this Agreement acknowledges and agrees that it has had the opportunity to review this Agreement with legal counsel.
10. No Agreements or representations, unless incorporated into this contract, shall be binding upon any of the parties.
11. Any notice required or permitted to be given under this Agreement shall be in writing and delivered at the address where the appropriate party as shown below:

For the BOARD

Bob Riley, Director of Transportation
2775 Homewood Road
West Palm Beach, FL 33406

For the ACADEMY

Jean Ranck, Director
2925 - 10th Avenue No. Suite 108
Palm Springs, FL 33461

12. This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this Agreement is subject to the Laws of Florida, venue in

Palm Beach County, Florida. Each party shall be responsible for its own attorney's fees and costs incurred as a result of any action or proceeding under this agreement.

13. ACADEMY'S rights, obligations, liabilities, powers, duties, covenants and all similar matters under this Agreement may not be assigned except upon prior written consent of the BOARD.
14. Subject to the foregoing limitations, this Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, successors and assigns.
15. The term of the Agreement shall be from the date of execution until June 30, 2008.

WITNESSES: (Two are required)

Print Name: _____

Print Name: _____

WITNESSES: (Two are required)

Print Name: _____

Print Name: _____

**MONTESSORI ACADEMY OF
EARLY ENRICHMENT, INC.**

By: _____

Name: _____

**THE SCHOOL BOARD OF
PALM BEACH COUNTY,**

By: _____

Name: Tom Lynch, Chair

Dated: _____, 2006


By: _____

Name: Arthur C. Johnson

Title: Superintendent

BOARD Approval Date: _____

Approved and Reviewed for Legal Sufficiency

 8/2/06