

AGREEMENT

This Agreement is by and between the Kenmore-Town of Tonawanda Union Free School District (“District”), with administrative offices located at 1500 Colvin Boulevard, Buffalo, New York 14223, and the Ken Ton Closet (“Closet”), with a principal place of business located at 169 Sheridan Parkside Drive, Tonawanda, New York 14150. The District and the Closet may be collectively referred to herein as the “Parties.”

WHEREAS, the Closet is a not-for-profit corporation under the IRS Code, and operates a number of programs to improve the quality of life of children within the District; and

WHEREAS, the District wishes to permit the Closet to operate a program (“Program”) to include the cleaning of children’s clothes in the District’s Lindbergh Elementary Building, under the terms and conditions established herein, and in the best interests of the District’s children and community;

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The District shall permit the Closet to operate a Program to include the washing of children’s clothes in the Faculty Room (Room # ___) in the District’s Lindbergh Elementary Building (“Lindbergh”), located at 184 Irving Terrace, Kenmore, New York 14223.

2. The Closet shall be permitted to place 1 washing machine and 2 clothes dryers within the Lindberg Faculty Room, and associated supplies and other materials, as well as such other equipment as may be approved by the Lindbergh Building Principal. The District will provide necessary utility service for the operation of the washing machine, dryers and other authorized equipment in the Lindbergh Faculty Room.

3. The Closet may operate its Program in the Lindbergh Faculty Room during regular school hours, and at such other times as may be approved by the Lindbergh Building Principal.

4. The Closet shall provide the Lindbergh Building Principal in advance with a list of the names and home addresses of all individuals who will be on site in Lindbergh for purposes of operating the Program, which list shall be updated as appropriate. All such representatives of the Closet shall comply with all applicable District procedures for entering the Lindbergh Building, and shall limit their activities in the Lindbergh Building to those necessary to conduct the Program.

5. The Closet, and all individuals involved in operating the Program in Lindbergh, shall at all times comply with all applicable District bylaws, policies, regulations, and any directives provided by the Lindbergh Building Principal or designee.

6. The Closet shall at all times maintain insurance coverage in at least the amounts and types set forth in the attached insurance certificate, and shall name the District as an additional insured on such coverage. The Closet agrees to hold harmless, defend and indemnify the District against all claims, demands, suits, liabilities or judgments arising out of the Closet's negligence (which shall include the negligence of any officer, employee, volunteer or agent of the Closet) resulting in bodily injury or other injury to any person or to the property of any person or entity, including, but not limited to, claims brought against the District by third parties, employees of the District or officers, employees, volunteers or agents of the Closet.

7. No provision of this Agreement shall be assigned or subcontracted without the prior written consent of the District. The Closet shall operate its Program under this Agreement on an independent contractor basis, and neither the Closet nor any of its officers, employees, volunteers or agents shall be construed to be agents, employees or officials of the District during the course of undertaking any activities on behalf of the Closet pursuant to this Agreement.

8. This Agreement constitutes the entire agreement between the Parties, and shall not be modified or amended except in a written instrument executed by the authorized representatives of the Parties. This Agreement shall be subject to and shall at all times be construed under the laws of the State of New York. This Agreement shall be effective upon execution by the Parties, and either of the Parties may terminate this Agreement upon 30 days written notice to the other.

FOR THE DISTRICT:

FOR THE CLOSET:

President, Board of Education

President

Date: _____

Date: _____