

AGREEMENT

This Agreement is made this _____ day of May, 2017, by and between the CRAWFORD CENTRAL SCHOOL DISTRICT (hereinafter referred to as “School District”) and COCHRANTON COMMUNITY FAIR ASSOCIATION (hereinafter referred to as “Fair Association”).

WHEREAS, the School District owns bleachers, which are of no use to it since they are being replaced by new bleachers. These bleachers are presently situated at the Cochranon Jr.-Sr. High School’s football field; and

WHEREAS, the Fair Association has inspected these bleachers and finds them to be useful for its purposes; and

WHEREAS, the Fair Association desires to acquire these bleachers from the School District; and

WHEREAS, the School District desires to donate these bleachers to the Fair Association.

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and with the intent to be legally bound hereby, the School District and the Fair Association agree as follows:

1. The School District will donate the bleachers to the Fair Association.
2. The School District makes no representations to the Fair Association regarding the quality or fitness of the bleachers to be donated to the Fair Association. It is expressly agreed by the Fair Association that these bleachers are being given to it in an “as is” condition.
3. The Fair Association has agreed to take full responsibility to remove the bleachers from the Cochranon Jr.-Sr. High School’s football field and transport them to the fairgrounds.

4. The Fair Association agrees to hold harmless, defend and indemnify the School District, its Board members, its officers, its agents and its employees from every claim or demand, which may be made by reason of any injury or death to persons or injury to property sustained by any person, partnership, corporation, association, proprietorship or other entity caused by the removal and transportation of the bleachers by the Fair Association. Furthermore, the Fair Association agrees to hold harmless, defend and indemnify the School District, its Board members, its officers, its agents and its employees from every claim or demand, which may be made by reason of any injury or death to persons or injury to property sustained by any person, partnership, corporation, association, proprietorship or other entity caused by the condition or use of the bleachers that the School District is donating to the Fair Association.

5. This Agreement represents the entire Agreement between the School District and the Fair Association and supersedes any previous representations or agreements that may have been made by the parties.

Executed at Meadville, Pennsylvania, on the day and year first written above, with the intent to be legally bound.

WITNESS:

COCHRANTON COMMUNITY FAIR
ASSOCIATION

By: _____

ATTEST:

CRAWFORD CENTRAL SCHOOL
DISTRICT

Lisa L. Pittner, Secretary of the
Board of School Directors

By: _____
Jan A. Feleppa, President of the
Board of School Directors