

Agreement for Storage of Portable Single Classroom Unit

This Agreement is entered into this ____ day of January, 2019, by and between the Cedar Falls Community School District ("CFCSD") and the City of Cedar Falls, Iowa (the "City").

RECITALS

- A. CFCSD owns certain portable single classroom units and uses the same from time to time to augment existing instructional area at various school sites.
- B. CFCSD has been utilizing a portable single classroom unit (the "Unit") at Orchard Hill Elementary School which is no longer needed at this time; however, CFCSD believes that this particular Unit will likely be needed in the future for additional instruction space.
- C. CFCSD does not have readily available space to store the Unit at the present time; the City has an area that would serve as adequate storage, however.
- D. The parties wish to enter into an agreement regarding storage of the Unit on property owned by the City.

AGREEMENT

Now, therefore, the parties hereby agree to the following:

1. Storage of Unit. The City agrees to allow CFCSD to store the Unit at the City of Cedar Falls Public Works Department building. The City agrees to charge CFCSD no fee for such storage. CFCSD shall be responsible for the transportation of the Unit to and from the City property, and for the placement of the Unit on the property at a location determined by the City.
2. Term of Storage. The parties agree that there will not be a limited time for the storage of the Unit as described in this Agreement. CFCSD shall be allowed to move it at any time, upon reasonable notice as needed by the City to provide access to CFCSD. The City may terminate this Agreement and require that CFCSD move the Unit at any time, upon six (6) months prior written notice to CFCSD.
3. Liability. CFCSD shall be responsible for all damages and claims arising from the storage of the Unit on the City's property pursuant to this Agreement, except to the extent that such damages and/or claims arise from the intentional or reckless acts of the City or its agents. Except as specifically described in the foregoing, CFCSD agrees to indemnify and hold harmless the City for all actions and liability arising out of or relating directly to the City's storage of the Unit for CFCSD.
4. Miscellaneous Provisions.
 - a. This Agreement shall be binding upon the parties, their legal representatives, successors, and assigns.

- b. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application thereof to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- c. This Agreement shall be subject to and governed by the laws of the State of Iowa.
- d. The individuals signing on behalf of CFCS and on behalf of the City, by their signatures hereto, acknowledge and affirm that each has authority to bind their respective entity or organization.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CEDAR FALLS COMMUNITY SCHOOL
DISTRICT

By:
Its:

CITY OF CEDAR FALLS

By:
Its:

Attest: _____