

THIEF RIVER FALLS PUBLIC SCHOOLS

759 TRANSPORTATION POLICY/RENTAL AGREEMENT

This Agreement is entered into by and between Independent School District No. 564, Thief River Falls ("District" or "Lessor"), and _____, Renter ("Lessee").

WHEREAS, Minnesota Statutes section 123B.88, subdivision 8, provides that a school board "may rent a bus owned by the district . . . to any person for any lawful purpose"; and

WHEREAS, Lessee would like to rent a bus that is owned by the District for a lawful purpose;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this Agreement and for other valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. **Leased Equipment and Rental Period.** From [] on [, , ,] to [] on [, , ,] (" "), the District gives Lessee the right to possess and use the following bus ("Bus"):

VIN	Year	Make	Seating Capacity
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2. **Purpose.** Lessee may use the Bus for the purpose of transporting individuals between the following locations: _____ . Lessee may not permit any person to smoke on the bus, to drink alcohol on the bus, or to engage in any other activity that would be illegal for a minor on a school bus.

3. **Warranties.** The District is not the manufacturer, a supplier, or a dealer of school busses. The District makes no warranty, expressed or implied, regarding the fitness, merchantability, design, condition, performance, or any other aspect of the Bus or its materials or workmanship.

4. **Rent.** The base rent for leasing the Bus is zero dollars and zero cents (\$0.00) per hour. In addition, Lessee must pay the District two dollars and zero cents (\$2.00) per mile. If the Bus is returned at a later time than stated in this Agreement or an agreed upon time by the Superintendent or Transportation Department, Lessee will be charged a late fee of three hundred dollars and zero cents (\$300.00).

5. **Driver.** The Lessee is responsible to supply its own driver for the bus, the driver must possess a valid Minnesota driver's license with a valid passenger and school bus endorsement with air brake endorsement. The Lessee will supply to the District the drivers name and license number when this agreement is entered into, and is responsible to insure proper drug testing and training is in place.

6. **Return of the Bus.** Lessee must return the Bus to the location where Lessee picked up the Bus. Lessee must clean the interior of the Bus after use and must have the Bus returned to the District in the same condition in which it was received, ordinary wear and tear excepted. Lessee is solely responsible for any damage or excessive wear and tear to the Bus. Lessee must procure and maintain property insurance that covers the full replacement value of the Bus. Before utilizing the Bus, Lessee must provide the District with proof of such insurance.

7. **Insurance.** Lessee is liable for any and all claims for injuries and damages arising out of or related to the use and operation of the Bus. At its own expense, Lessee must procure and maintain commercial liability insurance protecting the District and the District's School Board, officials, employees, agents, representatives, and insurers

against any and all claims arising out of or related to the use or operation of the Bus. The policy of insurance must be in an amount not less than five million dollars (\$5,000,000). The District must be named as an additional insured on the policy. Before utilizing the Bus, Lessee must provide the District with proof of such insurance. This provision does not constitute a waiver of the liability limitations under Minnesota Statutes section 466.04.

8. **Defense and Indemnity.** Lessee agrees to fully defend and indemnify the District and its School Board, officials, employees, agents, representatives, and insurers against any and all claims, losses, liability, suits, judgments, costs, and expenses, including reasonable attorney fees, which arise out of or relate to Lessee's use of the Bus pursuant to this Agreement. The District will have the right to choose its own legal counsel and seek reimbursement from Lessee for the costs of defending any legal action arising out of, or related to, the Bus or this Agreement. This provision requiring Lessee to indemnify and hold the District harmless does not constitute a waiver of the liability limitations under Minnesota Statutes section 466.04.

9. **Taxes, Registration Fees, and Expenses.** Pursuant to Minnesota Statutes section 168.012, the District is exempt from paying any taxes or registration fees on the school busses that it owns and uses exclusively in the transportation of students to and from school. Lessee will be financially responsible for any and all taxes, registration fees, D.O.T. registration for the state of Minnesota. A D.O.T. number must be provided by Lessee to the Thief River Falls School District #564 including similar costs that are assessed to the District because of Lessee's use of the Bus.

10. **Fines, Costs, and Related Fees.** Lessee is responsible for paying all fines, penalties, court costs, and related fees and expenses for unpaid tolls, parking violations, traffic violations, other violations, including any storage liens and charges. Lessee must pay the District for all reasonable attorney fees incurred in connection with responding to any unpaid tolls, parking violations, traffic violations, and other violations.

11. **Coverage of "School Bus" Signs.** The front and rear of the Bus has a plainly visible sign containing the words "school bus." Pursuant to Minnesota Statutes section 169.441, subdivision 3 (2011), Lessee must ensure that the "school bus" sign on the front and rear of the bus is covered when the vehicle is being rented or used by Lessee.

12. **Compliance with Laws.** You must apply for a USDOT number. The DOT number is magnetically displayed on the bus making sure it is legible at a distance of 50 feet, at a minimum of 2" high 12" wide, Driver must carry a copy of the rental agreement between the lessee and lessor/owner. The District and Lessee must comply with all federal, state, and local requirements (including all applicable statutes, rules, regulations, ordinances and other laws) relating to the transportation of individuals on the Bus. The District and Lessee must also comply with all applicable transportation related rules, regulations, and policies adopted by District's School Board.

13. **Personal Property.** The District is not responsible for the loss of or damage to any personal property that Lessee or its passengers bring onto the Bus.

14. **No Assignment.** Lessee may not assign or transfer any interest in this Agreement without the prior written approval of District's School Board.

15. **Attorney Fees.** Lessee is responsible for paying any attorney fees that the District incurs in enforcing this Agreement.

16. **Notices.** All notices must be hand delivered or sent by mail or by electronic mail, to the following addresses or to another Minnesota address as may be designated by either party in writing:

District:
Transportation Director or
Administrative Support
230 LaBree Avenue S.
Thief River Falls MN 56701

Lessee:
[NAME] _____
[TITLE] _____
[ADDRESS] _____
[CITY, STATE ZIP] _____
[EMAIL ADDRESS] _____

17. **No Partnership or Joint Venture.** Nothing in this Agreement may be deemed to create a partnership, joint venture, or any other relationship other than that of lessor and lessee.

18. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which will be considered an original and all of which will constitute the same instrument and be given the same weight. A copy of this Agreement will have the same legal effect as the original.

19. **Severability.** If any provision of this Agreement is held unenforceable by a court of law, the remaining portions of the Agreement will remain in full force and effect unless the remaining portions would not serve the original purpose of the Agreement.

20. **Entire Agreement.** The terms of this Agreement constitutes the entire agreement of the parties. Neither party has relied on any statement, promise, inducement, or representation that is not set forth in this Agreement. This Agreement supersedes any and all prior statements and agreements between the parties relating to the rental of the Bus on the date(s) identified in this Agreement. No variation, modification, or waiver of any provision of this Agreement will be valid unless both parties agree to the change in writing, as evidenced by a duly signed addendum to this Agreement.

21. **Deviation to Agreement.** Any deviation from this Transportation Policy/Lease Agreement shall be reviewed on an individual basis at the sole discretion of the Superintendent of Schools or a school district designee.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the last date shown below.

[NAME]

INDEPENDENT SCHOOL DISTRICT NO. 564

BY: _____

BY: _____
Transportation Director

DATE: _____

DATE: _____

OR

BY: _____
Transportation Administrative Support

DATE: _____

RRM: 62350

Board Adopted: 05/2012

Board Revised: 05/2019

Scheduled Review: 05/2022