



District Administration Office
13930 NE 6th St, Alleman, IA 50007
515.984.3400

School Bus Use Agreement

Date: January 25, 2025

Use of School Bus: The undersigned (**Dallas Center-Grimes**), hereinafter called the "organization", requesting transportation services from North Polk Community School District as noted in this agreement and has the authority to legally bind this organization.

North Polk Community School District will provide a school bus and driver to transport (**Bailey Hesse**) of "organization" from (**703 Dovetail Road #3 Grimes, IA 50111**) located at, to (**Winterset Elementary**) located at (**404 S. 2nd Avenue, Winterset, Iowa**), and back to (**703 Dovetail Road #3 Grimes, IA 50111**).

"Organization" will be responsible for any and all damages to the school district property arising from our use.

Pickup and Dropoff Time: Pickup time will be approximately (**7:45AM**), and Drop Off time will be approximately (**2:30PM**). The bus will then be returned to the North Polk Community School District Transportation Garage Facility.

Insurance: "Organization" shall carry commercial auto liability insurance for protection from any liability arising out of any accident or other occurrence causing any injury and/or damage to any person or property by the school buses due directly or indirectly to any act or omission of "organization" or any person claiming through or under "organization". The commercial auto insurance policy shall have limits of not less than One Million Dollars (\$1,000,000) combined single limit or equivalent. "Organization's" liability insurance policy shall name the North Polk Community School District as an additional insured and shall include governmental immunity language acceptable to the School District. Such policy shall be issued by an insurance company and in a form satisfactory to North Polk Community School District. "organization" will be responsible for any worker's compensation claims as a result of the use of the school bus. "Organization" shall present proof of such insurance to North Polk Community School District.

Deposit and School Bus Use Fee: "Organization" agrees to pay North Polk CSD actual costs for the service within 30 business days of the date of this agreement.

Indemnification. "Organization" agrees to defend, indemnify, and hold harmless North Polk Community School District and the North Polk Community School District's directors, officers, employees, and agents from and against any and all demands, claims, causes of action, liability, damages, losses, costs, and expenses (including reasonable attorney fees) arising from the use of the school buses or any act or omission by "organization" under this Agreement.

In the event that it shall become necessary for either party to institute legal proceedings against the other party for recovery of any amounts due and owing under the Agreement, it is expressly agreed that the prevailing party in any such action shall be entitled to recover from the non-prevailing party all costs related to such collection, including reasonable attorney fees and all expert witness fees incurred during pre-suit collection attempts, suit, and post-judgment, appeal, or settlement collection.

The obligations in this section shall survive the expiration or termination of this Agreement.

Cooperation. Both parties acknowledge and agree to cooperate as needed to assure that all required responsibilities are met by both parties.

No Waiver. No waiver of the breach of any terms or conditions of this Agreement shall be valid unless in writing, nor shall any such waiver constitute a waiver of any other or succeeding breach of the same or other provisions of this Agreement.

Status of the Parties. It is expressly understood and agreed by the parties that nothing contained in this Agreement shall be construed to create a partnership, association, or other affiliation or like the relationship between the parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship. In no event shall a party be liable for the debts or obligations of another party.

Severability. If any provisions of this Agreement are determined to be invalid by a court of competent jurisdiction, then such provisions shall be deemed null and void, but without invalidating the remaining provisions hereof.

The organization accepts that North Polk Community School District may have to preempt our scheduled use of district school buses in which case we understand the district will give as much advance notice as possible and that any money we have paid for use of the bus will be refunded.

Entire Agreement; Amendments. This Agreement constitutes the complete and entire agreement between the parties with respect to the subject matter hereof. None of the terms or conditions of this Agreement shall be in any manner altered or modified except by a written instrument duly signed by both parties.

Governing Forum and Law. The parties consent to the jurisdiction of the Polk County, Iowa District Court for all matters relating to this Agreement and agree that this Agreement shall be governed by the laws of the State of Iowa.

Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, neither party shall be liable to the other for failure to comply with any obligation under this Agreement, nor shall any charges or payments be made in respect thereof, if prevented from doing so by reason of a contingency beyond the reasonable control of the parties.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

The parties hereto have duly approved and executed this Agreement on the dates set forth below.

(Cost Per Day to North Polk CSD \$263.44)

Dallas Center - Grimes CSD

NORTH POLK CSD



**Michael Kline
Superintendent**

**(Authorized Signer)
(Title)**

