

**Contributions, Improvements and Purchases
By Third Parties for School Use**

Regulation Code: 9500R

AGREEMENT INVOLVING IMPROVEMENTS AT
[S] SCHOOL

The [xyz] has requested permission to [PROJECT] at no cost to the Buncombe County Board of Education.

It is the opinion of the Superintendent's Office that this improvement will not only improve the monetary value of the existing facility, but will also be an asset to the school program.

On behalf of the Buncombe County Board of Education, the Superintendent's Office gives permission to the [xyz] to perform the work outlined above, subject to the following conditions:

1. That all construction and improvements when made shall become the property of the Buncombe County Board of Education;
2. That work shall be done in accordance with the information submitted to the Buncombe County Board of Education by [PRINCIPAL], Principal, and approved on [DATE] by [NAME], Maintenance Director or [NAME], Facilities Director;
3. That all funds necessary for materials, labor and other costs shall be paid by the [xyz] and that no work shall begin until monies are available to pay for same;
4. It will be the responsibility of [xyz] to obtain all necessary building permits and present those to the Maintenance Director or Facilities Director prior to commencing the improvements;
5. That the [xyz] will obtain from the contractor(s) performing this work prior to the beginning of the work a Certificate of Insurance indicating proof of the Worker's Compensation required by N.C. Law, Employer's Liability Insurance with \$1,000,000 limits and Comprehensive General Liability in the minimum amounts of \$1,000,000 bodily injury and \$1,000,000 property damage. The [xyz] will submit this certificate to the Purchasing Supervisor of the Buncombe County School System;
6. That the Buncombe County Board of Education shall not be liable for injuries to any volunteers while performing any of the above described work. The [xyz] assumes all responsibility for the safety and welfare of volunteers and their employees working on this project;
7. That upon completion, a final report shall be submitted by the [xyz] stating in essence that the project has been completed and that all costs have been paid in full. The Maintenance Director will then make a final inspection. Acceptance by the Superintendent is conditioned upon the receipt of approvals by all applicable county

and/or city building and code inspections. Where applicable, [xyz] is solely responsible for obtaining a Certificate of Occupancy;

- 8. That prior to work beginning, an original of this agreement shall be submitted to the Superintendent’s Office assuming responsibility for this project and acknowledging acceptance of the above conditions; and further acknowledging the fact that all construction and improvements are the sole property of the Buncombe County Board of Education; and
- 9. That on behalf of the Buncombe County Board of Education, the Superintendent’s Office may at any time, for reasons it deems appropriate, withdraw its consent as stated herein and work will immediately cease and all improvements made to that time will be paid in full and will become the property of the Buncombe County Board of Education;
- 10. The Superintendent is authorized to enter into agreements with third parties who wish to donate capital improvements on real property owned by the Board of Education. In such instances, the contribution shall be at no cost to the Board of Education and an appropriate agreement shall be executed requiring the donor to obtain all appropriate governmental permits and approvals. The agreement must be executed before work commences.

BUNCOMBE COUNTY BOARD OF EDUCATION

BY _____
Superintendent of Schools

DATE _____

WE ACKNOWLEDGE AND AGREE TO THE FOREGOING CONDITIONS AND ASSUME RESPONSIBILITY FOR THIS PROJECT.

THE [XYZ]

BY _____

TITLE _____

DATE _____

WE AGREE TO RELEASE AND HOLD HARMLESS THE BUNCOMBE COUNTY BOARD OF EDUCATION FROM ALL LIABILITIES (INCLUDING WITHOUT LIMITATION COSTS, EXPENSES AND CAUSES OF ACTION FOR DAMAGES INCLUDING PERSONAL INJURY) RELATING TO OR ARISING OUT OF THE PROJECT LISTED ABOVE. (To be signed by all contractors and volunteers providing labor and/or project supervision)

_____ Signature	_____ Signature
_____ Print Name	_____ Print Name
_____ Date	_____ Date
_____ Signature	_____ Signature
_____ Print Name	_____ Print Name
_____ Date	_____ Date
_____ Signature	_____ Signature
_____ Print Name	_____ Print Name
_____ Date	_____ Date
_____ Signature	_____ Signature
_____ Print Name	_____ Print Name
_____ Date	_____ Date

Submitted to the Board for Information: March 3, 2016