

**BILL OF SALE
AND
TRANSFER OF OWNERSHIP**

Santa Rosa City Schools (the "District"), 211 Ridgway Ave, Santa Rosa, California, grants to **Tree of Life Charter School**, 65 Ford Street, Ukiah, California (the "Buyer"), in consideration of the payment of \$1.00 and Buyer's agreement to remove the personal property described in Exhibit A, attached hereto and made a part hereof by reference (the "Personal Property").

The District covenants that it is the lawful owner of the Personal Property and that the Personal Property is free from all encumbrances. The District further covenants that it has the right to dispose of the Personal Property.

DISCLAIMER OF WARRANTY

BUYER IS AWARE AND HEREBY ACKNOWLEDGES THAT THE PERSONAL PROPERTY MAY CONTAIN ASBESTOS. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THE SCHOOL DISTRICT DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OF THE PERSONAL PROPERTY OR OF THE FITNESS OF THE PERSONAL PROPERTY FOR ANY PURPOSE, AND BUYER AGREES THAT THE PERSONAL PROPERTY IS SOLD "AS IS."

This bill of sale and transfer of ownership shall be effective as to the transfer of the Personal Property as of August 15, 2016. Buyer shall be responsible for removal of the Personal Property from 2480 Sebastopol Rd, Santa Rosa, CA 95407.

Buyer agrees as part of the consideration for the personal property that it will be fully responsible for any hazardous substances and shall abide by all laws relating to hazardous substance containment and removal, including but not limited to AHERA.

Any such removal shall be completed by a licensed portable building removal company. Buyer and/or removal company shall obtain public liability and workers compensation insurance in the following amounts with a company or companies licensed to do business in the State of California and acceptable to District. Buyer and/or removal company shall provide District with a certificate of insurance naming District as additional insured.

- Public Liability Insurance: Personal injury and replacement value property damage insurance for all activities of the Buyer and/or removal company arising out of or in connection with this agreement, written on a comprehensive general liability form, in an amount no less than \$1,000,000 combined single limit personal injury and property damage for each occurrence, and a general aggregate limit which applies either separately or specifically to this agreement and is twice the required occurrence limit, i.e., \$2,000,000.

- Workers' Compensation Insurance: Workers' Compensation insurance and employer's liability with limits of at least \$1,000,000 with an insurance carrier satisfactory to the District for all persons whom the Buyer and/or removal company may employ in carrying out the work contemplated under this agreement in accordance with the Workers' Compensation Insurance and Safety Act.

Removal of the Personal Property under this agreement with work containing asbestos shall be executed by the Buyer and the removal company at their risk and at their discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of this agreement, the Buyer acknowledges the above and agrees to hold harmless the District, its employees, agents, and assigns for all asbestos liability, which may be associated with this work and agrees to instruct his employees and/or agents with respect to the above-mentioned standards, hazards, risks, and liabilities.

Buyer shall indemnify, hold harmless and defend District and its Board of Trustees, officers, agents and employees from and against all claims, damages, losses and expenses, including reasonable costs and attorneys' fees, arising out of or resulting from Buyer's removal of the Personal Property, excepting only such injury of harm as may be caused solely and exclusively by District's fault or negligence. Additionally, Buyer shall require removal company to indemnify, hold harmless and defend District and its Board of Trustees, officers, agents and employees from and against all claims, damages, losses and expenses, including reasonable costs and attorneys' fees, arising out of or resulting from Buyer's removal of the Personal Property, excepting only such injury of harm as may be caused solely and exclusively by District's fault or negligence.

By execution of this agreement, the parties agree that the following conditions apply to any work performed by Buyer and/or removal company and its employees, independent contractors, subcontractors, or volunteers on the District's school site: (1) Buyer and/or removal company and its agents, employees, independent contractors, subcontractors, and volunteers shall check in with the school office each day immediately upon arriving at the school site; (2) Buyer and/or removal company and its agents, employees, independent contractors, subcontractors, and volunteers shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, Buyer and/or removal company and its agents, employees, independent contractors, subcontractors, and volunteers shall not change locations without contacting the school office; (4) Buyer and/or removal company and its agents, employees, independent contractors, subcontractors, and volunteers shall not use student restroom facilities; and (5) If Buyer and/or removal company and its agents, employees, independent contractors, subcontractors, and volunteers find themselves alone with a student, Buyer and/or removal company and its agents, employees, independent contractors, subcontractors, and volunteers shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

Buyer and/or removal company shall at all times take all appropriate measures to ensure the security and safety of District students and staff, including, but not limited to, ensuring that all of Buyer and/or removal company's agents, independent contractors, employees, volunteers,

subcontractors, and suppliers entering school property strictly adhere to all applicable District policies and procedures, e.g., sign-in requirements, visitor badges, and access limitations.

Buyer and/or removal company shall take thorough precautions at all times for the protection of persons and property, and shall be liable for all damages to persons or property, either on or off the site, which occur as a result of Buyer and/or removal company or any of its employees, agents, independent contractors, subcontractors, suppliers, or volunteers' prosecution of the work. Buyer and/or removal company shall install and maintain in safe condition barricades, walkways, fences, railings, and whatever other safeguards that may be necessary to protect persons and property from damage as a result of the work under this Agreement. Buyer and/or removal company shall ensure that the project site is properly secured and in a safe condition at the end of each workday. Buyer and/or removal company agree to use best efforts to avoid any disruption of school activities while on the District's premises.

Except as stated herein, Buyer and/or removal company shall repair any damage to the District's premises or property, which resulted from the removal of Personal Property and shall restore the premises and property to their original condition. The District agrees to repair any damage to the District's asphalt that occurs from the removal of the Personal Property.

Bill of sale and transfer of ownership executed at Sonoma, California on August 15, 2016.

Steven J. Eichman
Assistant Superintendent Business Services

ACCEPTANCE

Pursuant to the terms of this Agreement
the Personal Property is accepted by

Date

Date

Exhibit A

Description of Personal Property

Two portable buildings located on the Lawrence Cook Middle School Campus, located at 2480 Sebastopol Rd, Santa Rosa, CA 95407.

Room #	Manufacturer	Serial No.
58	ModTech	11926-7
59	ModTech	11928-9