

CUYAHOGA COMMUNITY COLLEGE DISTRICT
Training Service Agreement and Sales Agreement

This agreement (“**Agreement**”) is effective as of the ____ day of ____ 2017, (“**Effective Date**”) by and between the City of Parma (“**Parma**”) and Cuyahoga Community College District (“**College**”).

WHEREAS, Parma has title to a 2001 Navistar International Road Rescue Model Ambulance with the VIN No. 1HTSLAAM01H363783; and

WHEREAS, Parma wishes to transfer the Ambulance to College for the consideration of credits for future firefighter training; and

WHEREAS, College wishes to accept the above-named vehicle under the following terms and conditions.

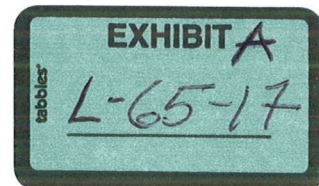
NOW THEREFORE, the parties agree to the following terms of such transfer:

ARTICLE I: Ambulance

- A. Parma shall tender the above-named Ambulance and College shall accept the Ambulance from Parma for use solely for training purposes. The Ambulance shall not be used for response to actual emergencies or otherwise be used as part of a fire brigade fleet.
- B. At a mutually acceptable time and date, but not later than thirty (30) days after the Effective Date, Parma will, at its sole cost, expense and risk, transfer the Ambulance to the College to an area identified by College.
- C. Effective upon Parma transfer of the Ambulance to College, Parma hereby transfers, assigns, and conveys to College all of its right, title and interest in and to the Ambulance.
- D. In consideration of Parma tendering the Ambulance to College, College shall provide Parma with \$5,000.00 of fire service training credit (“**Training Credit**”). Parma must utilize such Training Credit within twenty-four (24) months of the Effective Date or such Training Credit shall be void.

ARTICLE II: Rescheduling or Cancellation

- A. The College may reschedule the Training Courses for an alternate date that is mutually agreed upon by College and Parma up to fourteen (14) days before the planned start of the Training Course. Such rescheduling must be confirmed in writing.
- B. Parma must notify College in writing of Training Course cancellation at least seven (7) days before the planned start of the Training Course.



- C. College shall be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from causes beyond the reasonable control of College; provided that, in order to be excused from delay or failure to perform, the College must act diligently to remedy the cause of such delay or failure.

ARTICLE III: No Agency Relationship/Hold Harmless

- A. The parties to this Agreement are independent contractors and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement.
- B. The parties agree to be responsible for any negligent acts or negligent omissions by or through itself or its employees and each party further agrees to defend itself and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

ARTICLE IV: No Warranties Apply

- A. College understands and agrees that the Parma is not a manufacturer or retail seller in any respect, including but not limited to the meaning of those terms in the Ohio Revised Code or the Uniform Commercial Code.
- B. College understands and agrees that the goods covered by this Agreement are offered AS IS and WITH ALL FAULTS and that BUYER has been afforded ample opportunity to inspect said goods to their satisfaction. College understands and agrees that all warranties, whether express or implied under the provisions of Ohio or Federal law are EXCLUDED from this sale, including, without limitation any and all WARRANTIES of MERCHANTABILITY.
- C. DISCLAIMER: College understands and agrees that the Parma is not making any representations, guarantees and/or warranties with respect to the goods being tendered. Parma does not claim that the items sold are suitable to be used. Seller is tendering those goods for transportation purposes only. Parma shall have no liability to College or anyone claiming under or through College for (i) any injury, loss of revenue, business interruption, inconvenience, loss or damage to College caused by failure of equipment supplied by Seller, or Buyer, the principals, employees, or agents of each, or any other person, or (ii) for the making of any alteration of, or improvement or repair to the equipment, whether required by any governmental agency, or due to casualty, or for any other reason.

ARTICLE V: Miscellaneous Provisions

- A. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
- B. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof and superseded all other agreements, understandings, communications, and promises of any kind, whether oral or written, with respect to the subject matter.
- C. This Agreement may be modified or amended upon the written agreement of the parties.
- D. If any part of any provision of this Agreement shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of such provisions or the remaining provisions of this Agreement.
- E. Neither party shall assign its rights or delegate its duties under this Agreement.
- F. All notices shall be sent to the following addresses:

Cuyahoga Community College District
Teddie Huffman
11000 Pleasant Valley Road
Parma, Ohio 44130

City of Parma
Mike Lasky, Fire Chief
6655 Ridge Road
Parma, Ohio 44129

With a copy to:

With a copy to:

Cuyahoga Community College District
Office of General Counsel and Legal Services
700 Carnegie Avenue
Cleveland, Ohio 44115

Thomas Weinreich, Safety Director
6611 Ridge Road
Parma, Ohio 44129

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

THE CITY OF PARMA

CUYAHOGA COMMUNITY COLLEGE
DISTRICT

Tim DeGeeter, Mayor

By

Date: _____

Print Name

Title

Date: _____

Approved as to form:

Timothy G. Dobeck, Law Director