

SALE AGREEMENT

THIS SALE AGREEMENT (the "Agreement") is entered into as of Apr-27th, 2016 between the **City of Norton** (the "City") and the **Board of Education of the Norton City School District** (the "District").

RECITALS:

A. The District is the owner of three sets of aluminum and steel bleachers as further described on Exhibit A attached hereto (the "Bleachers").

B. The District has determined that the Bleachers are no longer needed for District purposes and that the District has determined to sell and the City has determined to purchase the Bleachers for the purchase price of \$1.

NOW, THEREFORE, in consideration of the forgoing recitals, and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the City and the District hereby agree as follow:

Section 1. Purchase and Sale of Bleachers. The District hereby sells to the City and the City hereby purchases from the District the Bleachers for the purchase price of \$1. The City acknowledges that it has made an independent investigation of the Bleachers and is buying the Bleachers in "AS IS" "WITH ALL FAULTS" condition and hereby releases the District from all liability related to Bleachers as of the date of this Agreement.

Section 2. Mutual Release. The City and the District hereby each mutually release the other party from all claims and liabilities related to the Bleachers as of the date of this Agreement.

Section 3. Governing Law. This Agreement shall be construed, interpreted, enforced, and the rights of the parties determined, in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, this Agreement has been executed, respectively, on behalf of the City and the District by a duly authorized officer as of the date first written above.

CITY OF NORTON

BOARD OF EDUCATION OF THE
NORTON CITY SCHOOL DISTRICT

By: Valerie Wax Carr
Valerie Wax Carr, Administrative Officer

By: _____
Name: _____
Title: _____

EXHIBIT A

