

**SPECIAL USE OF SCHOOL BUSES**

Lease of School Buses

1. The Board of Education may, at its discretion, approve the lease of school district buses to organizations as listed in the lease agreement (see Exhibit 8416E).
2. The Superintendent of Schools or his/her designee shall be responsible for the administration of agreements for the lease of district buses.
3. The terms of the lease agreement may be changed upon the recommendation of the school attorney for the purpose of protecting district interests and maintaining compliance with the laws and regulations of the State of New York.
4. The current lease agreement shall constitute the terms under which this policy shall be administered.

Ref: Education Law §§1501-b; 1502; 3635; 4105(3)  
Transportation Law Article 2-F; §73(c)

Effective Date: May 2, 2017

**SPECIAL USE OF SCHOOL BUSES EXHIBIT**

***Transportation Lease Agreement***

1. Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Ichabod Crane Central School District, Valatie, New York, (hereinafter called the Lessor), and \_\_\_\_\_, hereinafter called the Lessee.  
(Name of Organization To Lease Bus)

2. The Lessor leases to the Lessee and the Lessee hires from the Lessor for a term Commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_(a.m./p.m.) and ending the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_(a.m./p.m.), for the following school bus(es):

Total Number Buses Needed: \_\_\_\_\_

Total Number of Passengers To be Transported: \_\_\_\_\_

3. The Lessor certifies that the vehicle(s) described herein meet(s) the specifications of the New York State Education Department and the rules and regulations pertaining to school buses of the Public Service Commission and the Motor Vehicle Bureau.

4. The Lessee is (please check where applicable):

\_\_\_\_\_ a) a senior citizen's center or organization that is recognized and funded by the office for the Aging or a non-profit incorporated organization serving senior citizens.

\_\_\_\_\_ b) a non-profit incorporated organization serving the physically or mentally disabled.

\_\_\_\_\_ c) a not-for-profit organization that provides recreation, youth services, or the operation of playgrounds or neighborhood recreation centers.

\_\_\_\_\_ d) a municipal corporation as defined in the General Construction Law.

\_\_\_\_\_ e) a school district or Indian tribe transporting children and instructors in connection with a recreation project or a youth service project authorized and approved by the State Youth Commission.

\_\_\_\_\_ f) a school district or Indian tribe transporting children and instructors in connection with a youth bureau or agency or activity or project of a county, town, city, village or an Indian tribe which is devoted to the welfare of the youth therein or to providing leisure time activities for youth or assistance to children as authorized in Section 95 of the General Municipal Law.

\_\_\_\_\_ g) a school district or an Indian tribe transporting children and instructors in connection with one or more playgrounds and neighborhood recreation centers as authorized in Section 244(b) of the General Municipal Law.

\_\_\_\_\_ h) another school district or a board of cooperative educational services or a county vocational education and extension board or an Indian tribe leasing the school bus(es) for educational purposes.

\_\_\_\_\_ i) a Fire Company as defined in the Volunteer Firefighter's Benefit Law or an ambulance company as defined in the Volunteer Ambulance worker's Benefit Law (Sec 1501-b(1) (i)

5. The Lessee agrees to pay the Lessor for rental for the use of said school bus(es) with billing sent to Lessee at the conclusion of the trip.
  - Approximate Rates for Driver and Mileage for (attached)
6. Each school bus above described has been examined by the Lessee, who accepts the same in its present condition.
7. The Lessee hereby agrees to reimburse the Lessor for any damage or repairs to each said school bus and to indemnify and hold the district harmless from any injury to persons or property occurring while each said school bus is in its possession under this lease. **The Lessee agrees to provide the Lessor with the following:**
  - a. **Certificate of Insurance**
  - b. **Lessee name Ichabod Crane Central School as an additional insured on the Commercial General Liability policy**
  - c. **Lessee meet minimum liability limits as indicated on the sample Certificate of Liability**

8. The Lessee shall use the school bus(es) only for the purpose of transportation to and from the following location:

From \_\_\_\_\_

TO \_\_\_\_\_  
*(The Lessee shall not carry more passengers on the bus(es) than the stated capacity.)*

9. The bus(es) shall be operated only by an ICC Bus Driver, a safe, competent driver who possess a class 1 or 2 chauffeur's license.
10. Upon termination of this lease, Lessee shall return the leased bus(es) to ICC Transportation Department in good condition and cleaned inside.
11. This lease represents the entire agreement between the parties. All prior negotiations have been merged into this lease and there are no understandings, representations, or agreements, oral or written, express or implied, other than those set forth herein. This lease shall not be modified or amended except by an agreement in writing signed by the parties. The Lessee acknowledges receipt from the Lessor of a true copy of this lease.

**IN WITNESS WHEREOF**, Lessor and Lessee have executed this agreement in duplicate, one copy being delivered to and retained by both the Lessor and Lessee, on the day and year first above written.

**BOARD OF EDUCATION OF ICHABOD CRANE CENTRAL SCHOOL**

**BY:** \_\_\_\_\_  
 (Lessor) ICC Representative Date of Board Approval  
 \_\_\_\_\_  
 (Lessee) (Name of Person or Organization Requesting) Date of Request

Address \_\_\_\_\_  
 (For Person or Organization Requesting A Bus)

Phone Number \_\_\_\_\_