

## BUILDING TRADES PROGRAM AGREEMENT

This Agreement is made and entered into this 8<sup>th</sup> day of October, 2009, and effective August 1, 2009 by and between Central Nine Career Center, an area vocational school, (hereinafter referred to as "Central Nine"), and Central Nine Vocational Building Trades, Inc., an Indiana not-for-profit corporation, (hereinafter referred to as "Building Trades").

### 1. Intent of Agreement.

Building Trades is desirous of providing practical experience in the construction and erection of houses for the students of the Building Trades classes at Central Nine (the Central Nine Building Trades Program, hereafter referred to as the "Program"). The intent of this Agreement is to coordinate the efforts of Central Nine and Building Trades, to provide facilities and support for educational experience for Building Trades vocational students enrolled in the Program and to establish the responsibilities of Central Nine and Building Trades in respect to those educational experiences.

### 2. Responsibilities of Central Nine.

Central Nine Agrees to:

- A. Designate appropriate liaison person(s) from its faculty to coordinate all activities with Building Trades regarding the Program.
- B. Assume primary responsibility for teaching and general supervision of the student learning experience in the Program.
- C. Hold harmless Building Trades against all claims and suits for personal injury or property damage resulting from the negligent acts or omissions of Central Nine, its servants, agents, and students while performing any service relating to the Program during the term of the Agreement. Building Trades agrees to give Central Nine notice in writing within thirty (30) days after receiving any of these claims or after it has knowledge of any other damage, loss or expense incurred by any claimant resulting from the above negligent acts or omissions. If, however, such claims and suits are the result of the joint negligence of both Central Nine and Building Trades, then the above hold harmless provisions shall not apply. Notwithstanding the limits of the insurance policy that Central Nine will provide, Central Nine's obligation to hold Building Trades harmless shall be limited by statutes designed to protect and limit the exposure and liability of Central Nine as an instrumentality of the State of Indiana (e.g., actions and conditions as to which Central Nine is immunized by the Indiana Tort Claims Act, dollar limits stated in such Acts, exemption from punitive damages, and the continued ability to defeat a claim by reason of contributory negligence or fault of the claimant), so that Central Nine's obligation to hold harmless shall not exceed what might have been

its liability to a claimant if sued directly by the claimant and all appropriate defenses had been raised by Central Nine.

- D. Provide student labor by students in the Program which work shall not include licensed trades including but not limited to electrical, plumbing and HVAC.

### 3. Responsibilities of Building Trades.

Building Trades agrees to:

- A. Provide the Program with a site for the construction of one or more single family homes each school year.
- B. In instances where there is no property owner acting as general contractor, to act as general contractor for the construction of the house and coordinate the work not performed by Building Trade students.
- C. Hold harmless Central Nine against all claims and suits for personal injury or property damage resulting from the negligent acts or omissions of Building Trades, its servants and agents relating to the Program during the term of this Agreement. Central Nine agrees to give to Building Trades notice in writing within thirty (30) days after receiving any of these claims or after it has knowledge of any other damage, loss or expense incurred by any claimant resulting from the above negligent acts or omissions. If, however, such claims and suit are the result of the joint negligence of both Central Nine and Building Trades, then the above hold harmless provisions shall not apply.

### 4. Term Of Agreement.

This Agreement shall continue in effect for one (1) year with automatic annual renewal thereafter unless terminated earlier in accordance with this paragraph. This Agreement may be terminated upon the happening of any of the following events:

- A. By either party in the event that the other party shall default in the performance of any of its obligations under this Agreement or shall breach any provision of this Agreement, provided that the defaulting party shall fail to cure its default or breach within sixty (60) days after receiving written notice of default or breach from the terminating party;
- B. By either party upon one (1) year's written notice prior to the automatic renewal date of August 1<sup>st</sup>;
- C. Whenever the parties shall mutually agree in writing.

5. Insurance.

- A. **Casualty Insurance.** Central Nine shall name Building Trades as an additional insured on its casualty insurance policy for so long as this Agreement is in effect and it can do so at no cost to Central Nine in an amount not less than One Million Dollars (\$1,000,000.00). In the event Central Nine cannot name Building Trades as an additional insured at no cost to Central Nine, Building Trades shall keep in full force and effect, during the Agreement term, a policy of fire and extended insurance coverage in standard form, in such amounts as to be determined by Central Nine.
- B. **Public Liability Insurance.** Central Nine shall name Building Trades as an additional insured on its liability insurance policy for so long as this Agreement is in effect and it can do so at no cost to Central Nine in an amount not less than One Million Dollars (\$1,000,000.00). In the event Central Nine cannot name Building Trades as an additional insured on its public liability insurance policy at no cost to Central Nine, Building Trades shall, at its expense, obtain and keep in force during the Agreement term public liability insurance for the protection of Building Trades and Central Nine against loss, cost or expense on account of injury to or death of any person, or damage or destruction of property. The limits of such policy shall be not less than One Million Dollars (\$1,000,000.00) for injury to or death of any one person, One Million Dollars (\$1,000,000.00) for injury to or death of any two or more persons, and not less than One Million Dollars (\$1,000,000.00) for damage to property. Building Trades shall cause a Certificate of Insurance to be filed with Central Nine and maintain said insurance coverage during the Agreement term, or any extensions thereof such insurance shall provide that the insurer may not cancel or materially change coverage without ten (10) days prior written notice to Central Nine.

6. Amendment. This Agreement may be amended, modified, or supplemented only by a written instrument signed by both of the parties hereto, and any such amendment may pertain to one or more of the provisions of this Agreement without affecting the other provisions of this Agreement.

7. Extent of Agreement. The headings of the several sections contained herein are for convenience only and do not define, limit or construe the contents of such sections. This Agreement constitutes the sole and only Agreement between Central Nine and Building Trades regarding the Program. This Agreement correctly sets forth the obligations of the parties to each other as of this date. Any agreements or representations regarding the Program not expressly set forth in this Agreement are null and void.

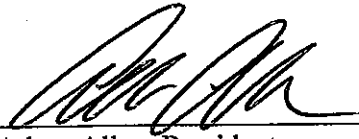
8. Notice. Any notice provided for in or concerning this Agreement shall be in writing and be deemed sufficiently given when sent by first class United States mail, if sent to the respective address of each party as follows:

Central Nine: 1999 U.S Highway 31 South, Greenwood, Indiana 46143.

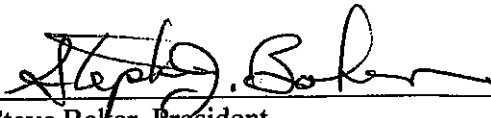
Building Trades: To the then serving President at his or her residence, which currently is Steve Baker, 200 North 600 West, Bargersville, Indiana 46106.

In Witness Whereof, the parties hereto have hereunto set their hands and seals, all on the date, month, and year first above written.

CENTRAL NINE CAREER CENTER

By:   
Adam Allen, President

CENTRAL NINE VOCATIONAL  
BUILDING TRADES, INC.

By:   
Steve Baker, President

S:\Central Nine\Building Trades Program\Building Trades Program Agreement.doc