

## **EXCHANGE OF PROPERTY AGREEMENT**

This Exchange of Property Agreement (the "Agreement") effective as of the last date signed below, is by and between Central Nine Career Center ("Central Nine") and the City of Greenwood (the "City").

WHEREAS, Central Nine and the City desire to exchange certain items which constitute valuable consideration upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the exchange of property described herein and for other good and valuable consideration, Central Nine and the City hereby agree as follows:

1. **Property Exchanged.** Central Nine agrees to provide the City with up to five (5) one(1) semester, regularly scheduled adult education fire or emergency medical technician ("EMT") classes through Central Nine for use by any City employees, in exchange for which the City shall furnish to Central Nine one (1) used Ford Crown Victoria vehicle (the "Vehicle"). Central Nine shall not be required to conduct any additional or specific classes to satisfy this obligation other than those which are generally open and available to the public at Central Nine.

2. **Consideration.** The parties expressly acknowledge that the exchange of consideration represented by execution of this Agreement is fair, reasonable and sufficient to support enforcement of this Agreement.

3. **Condition of Vehicle.** City represents and warrants, and Central Nine agrees, that the Vehicle is provided in "as-is" condition with no warranty and no representations are made regarding the operability, usefulness or mechanical soundness of the Vehicle.

4. **Classes.** City shall utilize the five (5) one (1) semester adult education classes described above at Paragraph 1 on or before the end of the 2014-2015 school year after which time the right to utilize them shall expire.

5. **Tax Liability.** The parties agree that neither shall be responsible for any tax liability incurred by the other party hereto as a result of this transaction and that each party shall be responsible for determining and paying any tax liability resulting from this transaction.

6. **Entire Agreement.** This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof. All prior correspondence and proposals (including but not limited to summaries of proposed terms) and all prior promises, representations, understandings, arrangements and agreements relating to such subject matter are merged herein and superseded hereby. Except as provided herein, the City and Central Nine acknowledge that this Agreement constitutes the entire agreement between the parties and supersedes any prior agreement between the City and Central Nine concerning the subject matter hereof.

7. Miscellaneous.

- a. Binding Effect; Assignment. This Agreement shall be binding on and inure to the benefit of the parties. This Agreement may be assigned by the parties only upon the written and signed consent of the non-assigning party.
- b. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana without reference to principles of conflicts of law.
- c. Attorney Fees. In the event of a dispute regarding this Agreement, the prevailing party shall be entitled to recover all legal fees and expenses incurred in enforcing any term hereof.
- d. Amendments. No provision of this Agreement may be modified, waived or discharged unless such modification, waiver or discharge shall be in writing and signed by the parties.
- e. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- f. Headings. The section and other headings contained in this Agreement are for the convenience of the parties only and are not intended to be a part hereof or to affect the meaning or interpretation hereof.
- g. Forum, Venue and Jurisdiction. Any dispute regarding this Agreement shall be resolved in the Johnson County, Indiana circuit or superior courts.
- h. Legal Representation. The parties acknowledge that each has been represented by counsel or has had an adequate opportunity to be represented by counsel with respect to this Agreement and, for purposes of contract interpretation, the parties agree that neither party nor its counsel shall be considered the drafter hereof.

**Central Nine Career Center  
Governing Board**

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Director

By: \_\_\_\_\_  
Director

Date: \_\_\_\_\_

**City of Greenwood**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

Date: \_\_\_\_\_