

AGREEMENT FOR SALE OF STRUCTURE BY AND
BETWEEN PARADISE UNIFIED SCHOOL DISTRICT
AND [REDACTED]

THIS AGREEMENT FOR SALE OF STRUCTURE ("Agreement"), dated [REDACTED] is made and entered into, by and between Paradise Unified School District, a California public school district ("Seller") and [REDACTED] ("Buyer").

RECITALS

WHEREAS, the Seller owns three (3) portable classrooms ("Portables") which are located within the Seller's boundaries, and are further described in Exhibit A attached to and incorporated into this Agreement by reference.

WHEREAS, Seller no longer has need for the Portables and Portables was declared surplus property by the Seller's Board of Trustees.

WHEREAS, Seller advertised for bids and Buyer submitted the only bid for Portables;

WHEREAS that bid was selected by Seller's Board of Trustees.

WHEREAS, Buyer intends to purchase the Portables from Seller and Seller intends to sell the Portables to Buyer on the terms and conditions set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

AGREEMENT

- I. Purchase and Sale. Seller agrees to sell the Portables to Buyer and Buyer agrees to purchase the Portables from Seller on the terms and conditions set forth in this Agreement, and pursuant to Sections 1279, 17540 and 17542 of the California Education Code.
2. Effective Date. The date this Agreement is ratified by the Governing Board of Trustees of the Paradise Unified School District shall be the "Effective Date."
3. Purchase Price. The "Purchase Price" for the Portables is [REDACTED].

4 . Seller's Representations and Warranties.

4.1 Seller does represent and warrant to Buyer that Seller is the lawful owner of the Portables and that the Portables are free and clear from all liens and encumbrances.

4.2 Except as otherwise provided by this Agreement, Buyer agrees to accept the Portables "As Is", without any agreements, representations, understandings or obligations on the part of Seller to perform any alterations, repairs or improvements. SELLER MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR THE USE OF ANY OF THE PROPERTY, OR AS TO ITS TITLE THERETO, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE PROPERTY. Buyer acknowledges that Seller is not a manufacturer or dealer of Portables and that Seller takes no part in or responsibility for the installation of the property, and that Seller has made no representation or warranty and assumes no obligation with respect to the merchantability, condition, quality or fitness of the Portables.

4.3 Buyer agrees to accept the Portables "Where Is" without any agreements, representations, understandings or obligations on the part of Seller regarding the means or manner for removal and transportation of the Portables from Seller's premises. Buyer assumes all risk of loss or damage arising out of or relating to the removal and transportation of the Portables. The Portables shall be removed from Seller's premises June 24th thru July 12th 2024. Buyer assumes all risk of damage to or destruction of the Portables during that period, except to the extent caused by Seller's active negligence or willful misconduct. Buyer waives and releases Seller from all claims for injury to person or damage to property arising out of or relating to the removal and transportation of the Portables, mid Buyer shall indemnify and hold Seller harmless from the claims of others arising out of or relating to the removal and transportation of the Portables, except to the extent that the losses are caused by Seller's active negligence or willful misconduct. Buyer shall take care to avoid damaging or destroying Seller's property, and shall promptly repair or replace any of Seller's property damaged or destroyed by Buyer while on Seller's premises for the removal and transportation of the Portables.

5. Condition of Portables.

5.1 By executing this Agreement, Buyer accepts the Portables as being in the condition in which Seller is obligated to deliver the Portables.

5.2 Seller has no obligation and has made no promise to alter, remodel, improve, repair, decorate or paint the Portables or any part thereof. No representations respecting the condition of the Portables have been made by Seller to Buyer, except as specified herein.

6. Compliance with Legal Requirements. Buyer at its sole cost and expense shall comply promptly with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force insofar as any relate to or affect the transfer, condition, use or occupancy of the Portables. Seller is not aware of any current violation of any law, statutes, ordinances, governmental rules or regulations or requirements now in force.

7. Conditions Precedent to Close of Sale. Close of Sale for the Portables is currently scheduled for no later than **July 12th, 2024.**

7.I Seller's Conditions Precedent.

7.1.1 Bill of Sale. Seller shall provide to Buyer a completed and executed Bill of Sale, in substantially the form attached hereto as Exhibit B.

7.1.2 Delivery. Buyer is responsible for the removal and transportation of Portables from Seller's property at Buyer's own expense and at a time convenient to Seller.

7.2 Buyer's Condition Precedent.

7.2.1 Purchase Price Payment. Buyer to submit to Seller the full amount of Purchase Price as identified in paragraph 3, above.

8. Possession. The right to possession of the property shall transfer to Buyer after all the conditions precedent to the Close of Sale have occurred.

9. Successors and Assigns. All of the rights, benefits, duties, liabilities, and obligations of the parties shall inure to the benefit of, and be binding upon, their respective successors and assigns.

10. Notices. Any notice or other communication required or permitted under this Agreement must be in writing and will be deemed to have been given upon receipt or rejection, when personally delivered, deposited with any nationally recognized overnight carrier that routinely issues receipts, or deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to the party for whom it is intended at its address set forth below. Either party may add additional addresses or change its address for purposes of receipt of any such communication by giving ten (10) days' prior written notice of such change to the other party in the manner prescribed in this section. Notices shall be forwarded to:

For Seller: 6696.Clark Road.
Paradise, CA 95969.
Telephone: (530) 872-6400
Attn: Superintendent

For Buyer: 

11. Integration. This Agreement contains the entire agreement between the parties and represents the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on these matters are expressly merged into and superseded by this Agreement.

12. Severability. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either party. Upon such determination that any term or provision is illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

13. Governing Law. This Agreement shall be governed by and construed in accordance with California law.

14. Authority. The undersigned is authorized to enter into this Agreement on behalf of Seller and no consent of any other person required for or to enter into or perform Seller's obligations under this Agreement is necessary, except as has already been obtained.

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below:

Seller:

Buyer:

Paradise Unified School District,
A California Public School District



By: _____

By: _____

Tom Taylor, Superintendent

Dated: _____, 2024

Dated: _____, 2024

Exhibit A

PUSD Surplus Portable List

Site	Room Number	Serial Number	OSA Number	Size
Pineridge	14	20-869 #1&2	02-101346	24x40
Pineridge	15	10-85-DF-418-A&B	46455	24x40
Pineridge	16	10-85-DH-417-A&B	46455	24x40
Pineridge	17	10-85-DE-416-A&B	46455	24x40
Pineridge	18	10-85-DE-415-A&B	46455	24x40
Pineridge	19	D-3471-2	52448	24x40
Pineridge	22	D-3509-3	52447	24x40
Pineridge	23	D-3509-1	52447	24x40

Exhibit B

(Form of Bill of Sale)

FOR VALUABLE CONSIDERATION, receipt of which is acknowledged by execution of this document, the undersigned, Paradise Unified School District, a California public school district ("District"), does grant, convey, transfer, assign, bargain, sell, deliver, and set over to [REDACTED] forever, all of District's right, title, and interest in and to the "Personal Property" as more particularly described on Exhibit A attached to this document.

The District does represent and warrant to California Vocations, Inc. that it is the lawful owner of the Personal Property and the Warranties and that the Personal Property and the Warranties are free and clear from all liens and encumbrances.

Except as set forth in the preceding paragraph, the sale of the Personal Property is on an "as is," "with all faults" basis and without any warranty or representation, express or implied, of any nature or sort, including, without limitation, any warranty of merchantability, fitness of use for a particular purpose, or otherwise.

This Bill of Sale shall in all respects be governed by, and construed in accordance with the laws of the State of California, including all matters of construction, validity, and performance.

IN WITNESS WHEREOF, the District has caused this **Bill** of Sale to be duly executed and delivered on the day and year specified below.

Dated: _____, 2024.

Paradise Unified School District

Superintendent

