

**LISD TECH CENTER TINY HOME
SALES AGREEMENT**

This Tiny Home Sales Agreement (hereinafter, "Agreement") is made this _____ day of _____, 2022, by and between the **Lenawee Intermediate School District**, whose address is 4107 N. Adrian Highway, Adrian, Michigan 49221 (hereinafter, "LISD"), and _____, whose address is _____ (hereinafter, "Purchaser") for the purchase of property as is described below.

1. **Property Purchased.** The Purchaser, as consideration for the payment of the purchase price described herein to the LISD, shall receive and the LISD shall provide the following tiny home: Aspen Cider Box constructed by students in the LISD TECH Center Residential Construction Career and Technical Education program (hereinafter, "Property"). The Purchaser understands and agrees that the Property was constructed by high-school aged students as part of their educational program. The students involved in the construction of the Property are not construction professionals, architects, or engineers, nor do they possess any builder's or other licenses.

2. **Purchase Price.** The Property shall be purchased for the total lump sum amount of \$_____, payment of which shall be made by certified check payable to the Lenawee Intermediate School District delivered to the Seller within 14 calendar days after acceptance of the Purchaser's bid by the LISD Board of Education and prior to the Purchaser removing the Property from the LISD TECH Center.

3. **Removal of the Property.** The Purchaser shall remove the Property from the LISD TECH Center within 21 calendar days after acceptance of the bid by the LISD Board of Education, but only after receipt of payment for the Property by the LISD as described in section two above. Failure by the Purchaser to remove the Property from the LISD TECH Center as described herein will result in the Purchaser being assessed a daily storage rate of \$100 for each calendar day that the Property remains at the LISD TECH Center after the removal deadline.

4. **Taxes.** The Purchaser is responsible for the payment of any and all taxes on the Property.

5. **Inspections and Due Diligence.** The Purchaser acknowledges and agrees that the Purchaser has had the right and opportunity to conduct inspections and related due diligence of the Property, and that in having such, the Purchaser agrees to accept the Property in AS-IS condition and without warranty in accordance with the terms of this Agreement.

6. **Property Sold AS-IS and Without Warranty.** PURCHASER UNDERSTANDS AND AGREES THAT THE PROPERTY WAS CONSTRUCTED BY HIGH SCHOOL STUDENTS AS PART OF THEIR EDUCATIONAL PROGRAM. THE STUDENTS INVOLVED IN THE CONSTRUCTION OF THE PROPERTY ARE NOT CONSTRUCTION PROFESSIONALS, ARCHITECTS, OR ENGINEERS, NOR DO THEY POSSESS ANY BUILDER'S OR OTHER LICENSES. THE PROPERTY IS SOLD IN AS-IS CONDITION, WITH ANY AND ALL FAULTS, AND WITHOUT

WARRANTY, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, THE IMPLIED WARRANTY OF HABITABILITY, AND THE APPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. PURCHASER UNDERSTANDS AND AGREES THAT THE LISD DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF HABITABILITY, WARRANTY OF MERCHANTABILITY, AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ON THE PROPERTY. PURCHASER UNDERSTANDS AND AGREES THAT THIS WARRANTY DISCLAIMER WILL CONTINUE IN PERPETUITY AND THAT SUCH APPLIES TO ANY SUBSEQUENT OWNERS OF THE PROPERTY IN THE EVENT THAT PURCHASER TRANSFERS SUCH TO A THIRD PARTY.

7. **Indemnification and Hold Harmless.** Purchaser agrees, at Purchaser's sole expense, to indemnify and hold the LISD and its Board of Education, administrators, employees, students, agents, volunteers, successors, assigns, and all other representatives harmless from any and all claims of Purchaser or any third party, including, but not limited to, claims arising out of the negligence of the LISD, claims arising out of or based upon exposure by any person to any hazardous substances, or claims based on any other conditions known or unknown which may be in or about the Property. As stated above, Purchaser acknowledges and agrees that Purchaser accepts the Property from the LISD in AS-IS in condition and as such, Purchaser alone is responsible for all liability arising from or out of Purchaser or any other person's use or occupancy of the Property.

8. **Purchaser Responsible for Obtaining Necessary Permits and Inspections.** Purchaser acknowledges and agrees that Purchaser, at Purchaser's sole expense, shall be responsible for ensuring that the Property complies with all building codes, zoning regulations, or other applicable laws and regulations necessary for the placement, use, or occupancy of the Property.

9. **Amendments.** This Agreement shall not be modified or amended without the consent of each party hereto, which consent must be evidenced by an instrument in writing executed by each party, or by their respective successors or permitted assigns.

10. **Severability.** If any provision of this Agreement shall be held invalid by any other applicable statute or regulation or by a decision of a court of competent jurisdiction, such invalidity shall not affect any other provision of this Agreement that can be given affect without the invalid provision, and, to this end, the provisions hereof are severable.

11. **Entire Agreement.** This Agreement, and any attachments attached hereto, constitute the entire agreement between the parties hereto with respect to the subject matter hereof.

12. **Assignment.** The Purchaser reserves its right to assign or otherwise transfer its interest in this Agreement to a third party. This Agreement shall bind and benefit the parties hereto and their respective successors and assigns. The terms and conditions of this Agreement shall be binding on any successor or assign of the Purchaser, including

any party to whom the Property is conveyed or leased in whole or in part, by the Purchaser.

13. **Applicable Law.** This Agreement shall be deemed to have been executed in the state of Michigan and the substantive laws of the state of Michigan shall govern the construction of this Agreement and the rights and remedies of the respective parties.

14. **Counterpart Signatures.** This Agreement may be executed in one or more counterparts, including scanned or electronic copies, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

PURCHASER:

LENAWEE INTERMEDIATE SCHOOL DISTRICT

Name: _____

Date: _____

Mark E. Haag, Ed.S.

Its: Superintendent

Date: _____