

SAMPLE AGREEMENT - This is a sample of the agreement you will sign if your project is approved.

Deposit Central School District (hereinafter *the School District*) and _____, (hereinafter *Homeowner/Owner*) agree:

1. The School District's carpentry class students will perform the repair, restoration or remodeling more particularly described in the attached Community Project Application and the Community Project Job Work Order (hereinafter *the work*) on Homeowner/Owner's residence beginning on **[insert date]**.

2. The Homeowner/Owner understands and agrees that the work is being performed by high school students enrolled in the School District under the supervision of an experienced and qualified teacher employed by the school. The Homeowner/Owner agrees to accept the work without any warranties express or implied including, but not limited to fitness for a particular purpose, merchantability, habitability, warranties required by New York General Business Law Articles 35, 36-B and the Housing Merchant implied warranty, or any other warranty of whatever kind or nature. The Homeowner/Owner also understands and agrees that it may have to make modifications and additions to the work to meet statutory, regulatory, code or ordinance requirements, or to make the home fit, merchantable or habitable.

3. The School District shall not be liable to the Homeowner/Owner, or to any third parties for defects in workmanship or for failure to follow plans and

specifications. The Homeowner/Owner shall accept the work in an *as is, where is* condition. The School District is not responsible for any manufacturing defects and is not liable or responsible for any manufacturer who refuses to honor any warranty whatsoever. The Homeowner/Owner acknowledges that the work was performed by inexperienced students to gain practical experience in carpentry.

4. The labor portion of the work will be performed without charge to the Homeowner/Owner. The Homeowner/Owner shall be responsible for the cost of materials and the removal of solid waste from the job site.

5. If in the performance of the Work, the School District finds latent or concealed conditions which differ from the conditions the School District reasonably anticipated, or if physical conditions are materially different than those normally encountered, or, if in the judgment of the teacher, the conditions present undue risk of harm to the students, then the School District shall have no further obligation to continue or complete the work.

Dated: _____

The Homeowner/Owner

Dated: _____

DEPOSIT CENTRAL SCHOOL DISTRICT

By: _____
Denise Cook, Superintendent