

MEMORANDUM OF AGREEMENT

Between

WRIGHT STATE UNIVERSITY

And

The Western Ohio Education Foundation (WOEF) Board

And

Celina Board of Education as agent for the Tri-Star Educational Compact

This Agreement is made between the Board of Trustees of Wright State University, an instrumentality of the State of Ohio ("University"), and the Western Ohio Education Foundation (WOEF) Board ("Company"), the Celina Board of Education as agent for the Tri-Star Educational Compact ("Tri-Star"), each acting as independent agents and not as an employees of the University, whose business address (non-PO Box) is 7600 Lake Campus Drive, Celina, OH 45822, to agree on use of certain property:

The Company is the owner of approximately five acres of land located in Section 34 of Jefferson Township East, Mercer County, Ohio, hereinafter referred to as "Ag Land." The University and Tri-Star desires to use Ag Land for educational purposes as part of the agricultural programs of the University and Tri-Star. The Company is desirous of allowing said usage at no charge.

Further, usage of the land for agricultural education purposes will be permitted students of the University and of Tri-Star in order to facilitate their respective agricultural educational programs.

It is agreed that this Agreement shall be in effect for five (5) years, commencing January 1, 2020, and terminating on December 31, 2024. The parties agree that any personal injury to students or to third parties occurring on the Ag Land as a result of the use shall be the responsibility of the University and Tri-Star, except to the extent caused by the sole fault or negligence of the Company. The University and Tri-Star shall indemnify and hold harmless the Company, its Board members, officers, employees, agents, and students or agents from and against any direct cause, losses, damages, liabilities, expense of demands, and judgments including court costs, attorney fees which may arise out of the University's use of the property.

Any notice to either party must be in writing signed by the party giving it and shall be

served either personally or by certified mail as follows:

To the University:

Wright State University

By: _____
Vice-President for
Business and Finance

To the Company:

Western Ohio Educational Foundation

By: Mitchell J. Eitner
President

To Tri-Star:

By: _____
Tim Buschur, Authorized Agent

This agreement constitutes the entire understanding between the parties with respect to the subject matter and may not be amended except by an Addendum signed by Company and authorized representative of the University. In the event of any conflict between this Agreement, and University's Procurement Terms and Conditions, the provisions of the University's procurement Terms and Conditions shall control.

This Agreement shall be governed by and in accordance with the laws of the State of Ohio. Any legal action arising pursuant to this Agreement shall be brought in a court of competent jurisdiction in the State of Ohio.

The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

Representations:

- a. The parties represent that none of them is debarred, suspended,

proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- b. The parties represent that to the best of its knowledge, there exists no actual or potential conflict between Company, Tri-Star and University, and its services under this Agreement, and in the event of change in either its private interests or service under this Agreement, Company will inform the University regarding possible conflict of interest which may arise as a result of such change.
- c. Each party affirms that it will not assign any of its rights, nor delegate any of its duties and responsibilities under this Agreement, without prior written consent of the University. Any assignment or delegation not consented to, may void this Agreement in its entirety.
- d. The parties affirm that they will observe and abide by all applicable laws and regulations, including, but not limited to, those of the University relative to conduct on its premises.