

## Purchase and Sale Agreement

This Purchase and Sale Agreement is entered on March 2, 2020 by and between Bona Vista Programs, Inc., located at 1220 East Laguna, Kokomo, IN 46902 ("Seller") and Tipton Community School Corporation located at 1051 South Main Street, Tipton, IN 46072 ("Buyer"). The Seller and Buyer may be referred to within this agreement as a Party or collectively as Parties.

1. **Sale of Goods.** Seller agrees to sell and Buyer agrees to purchase the Greenhouse and Shelving Units ("Goods") located at 1220 East Laguna, Kokomo, IN 46902.
2. **Purchase Price.** Buyer will purchase the Goods for the purchase price of \$2,500.00. Buyer shall be responsible for all taxes in connection with the sale of Goods.
3. **Payment.** Payment is due in full prior to Buyer taking possession of the Goods.
4. **Delivery.** The Seller will make the Goods available for pickup upon receipt of payment. It shall constitute acceptance of the Goods upon arrival of the Buyer to package the Goods for transport. The Buyer assumes all risk for the packaging and transport of the Goods.
5. **Risk of Loss.** Title and risk of loss shall pass from the Buyer to the Seller upon delivery of Goods.
6. **Warranties.** Buyer acknowledges that it has not relied on, and Seller has not made, any representation or warranties with respect to the quality or condition of the Goods. The Goods are being purchased on an "as it" basis. Seller expressly disclaims all warranties, whether express or implied, including any implied warrant of merchantability or fitness.
7. **Security Interest.** Buyer grants to Seller a security interest in the Goods until the Buyer has paid the Seller in full. Buyer shall sign and deliver to Seller any document need to perfect the security interest in the Goods that Seller reasonability requests.
8. **Seller Representations and Warranties.** Seller warrants that the Goods are free and at the time of delivery will be free, from any security interest or lien or encumbrance. Seller warrants that there are no outstanding titles or claims of titles hostile to the rights of the Seller in the Goods.
9. **Force Majeure.** Seller shall not be responsible for any claims or damages resulting from any delays in performance or for non-performance due to unforeseen circumstances or causes beyond the Seller's reasonable control.

- 10. Limitation of Liability.** Seller will not be liable for indirect, special, consequential, or punitive damages (including loss profits) arising out of or relating to this Agreement or the transactions it contemplates (whether breach of contract, tort, negligence, or other form of action) and irrespective of whether Seller has been advised of the possibility of any such damage. In no event will the Seller's liability exceed price paid by Buyer to Seller for the Goods giving rise to the claim or cause of action.
- 11. Amendments.** No amendment to this Agreement will be effective unless it is written and signed by both Parties.
- 12. Governing Law.** The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, not including its conflict of law provision.
- 13. Disputes.** Any dispute arising from this agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.
- 14. Entire Agreement.** This Agreement contains the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, either oral or written, with respect to such subject matter.
- 15. Notice.** Any notice or other communication given or made to any Party under this Agreement shall in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above or to another address as that Party may subsequently designate by notice and shall be deemed given on the date of delivery.
- 16. Waiver.** No Party shall be deemed or have waived any provision in this Agreement or exercise of any rights held under this agreement unless such waiver is made expressly and in writing. Waiver by any Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.
- 17. Miscellaneous.** This Agreement shall be binding upon and inure the benefits of Parties and their heirs, successors, and assigns. The provisions of this Agreement are severable. If any provision is held to invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. The sections headings herein are for reference purposes only and shall not otherwise affect the meaning, construction, or interpretation of any provision of this Agreement. This Agreement may be executed in one or more

counterparts, each of which shall be redeemed an original and all of which together, shall constitute one and the same document.

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Buyer's Signature

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Date

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Buyer's Printed Name

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Title

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Seller's Signature

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Date

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Seller's Printed Name

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Title