

HELENA SCHOOL DISTRICT #1
CONDITIONS FOR TRANSFER OF OWNERSHIP AND REMOVAL OF STRUCTURE
CURRENTLY LOCATED AT 1511 BOULDER, HELENA MT

The Helena School District #1 (“HSD”) proposes to give away (without charge) a structure in the Fifth Ward neighborhood, located at 1511 Boulder, Helena, MT 59601. The prospective owner must move the Structure from HSD property, at his/her own expense, **no later than February 2, 2018**. The following conditions will govern HSD’s transfer of ownership of the structure and attached personal property (“Structure”).

1.0 Inspection of Structure

Any bona fide person or entity interested in taking possession and ownership of the Structure will be allowed the opportunity to inspect and examine the Structure at its current location at 1511 Boulder on the following dates/times:

- December 22, 2017 1:00 p.m.
- December 29, 2017 1:00 p.m.

Questions regarding the Structure or the inspection process should be directed to Kalli Kind, HSD Director of Support Services, kkind@helenaschools.org, 406-324-2003 (email preferred).

2.0 Statement of Interest Form

Any person or entity interested in proceeding with removal of the Structure after inspection shall complete and submit a *Statement of Interest* form confirming his/her interest in accepting ownership of the Structure and ability to meet the conditions set forth herein. *Statement of Interest* forms are available at the Helena School District (“HSD”) Central Office, Front Desk, 55 North Rodney, Helena, MT 59601 or on the HSD website (www.helenaschools.org). Forms must be returned to the Business Office, located at 55 North Rodney, no later than 2:00 p.m. on January 3, 2018.

3.0 Selection of Prospective Owner

HSD will review *Statement of Interest* forms and select a prospective owner on or before January 5, 2018. Preference will be given to residents of Lewis and Clark County. In the event that more than one interested person or entity submits an eligible *Statement of Interest* form, HSD will select the prospective owner by conducting a lottery of all eligible candidates. In the event that no person or entity submits an eligible *Statement of Interest* form, HSD will proceed with demolition of the Structure.

4.0 Post-Selection Procedure

Prospective Owner is responsible for complying with the following provisions after the selection process:

- 4.1 **Moving Contract:** Prospective Owner shall contract with a licensed moving company (“Contractor”) qualified to move the Structure, and shall provide HSD, no later than January 10, 2018, with a copy of the written contract to move the Structure.
- 4.2 **Insurance:** Prospective Owner and/or Contractor shall secure commercial liability insurance with conditions required by HSD, including minimum limits of \$1.5 M per occurrence/\$3 M aggregate, and shall name HSD as an “Additional Insured” on the policy. Prospective Owner shall provide HSD with acceptable proof of insurance no later than January 10, 2018.
- 4.4 **Contract:** HSD and Prospective Owner shall execute a written agreement governing the terms of the transfer of ownership of the Structure, including the terms set forth herein, no later than January 15, 2018.
- 4.3 **Permits:** Prospective Owner and/or Contractor shall obtain any and all permits required for moving the Structure.

5.0 Moving the Structure

The following terms govern Prospective Owner’s move of the Structure from HSD property:

- 5.1 Prospective Owner shall move the Structure from the HSD Property between January 15, 2018, and February 2, 2018 (“Move Date”), time being of the essence. Prospective Owner shall provide HSD a minimum of five days’ advance written notice of the Move Date.
- 5.2 Prospective Owner shall be responsible for all costs and fees associated with moving the Structure from HSD property.
- 5.3 Prospective Owner shall leave HSD property in reasonably safe and orderly condition. HSD reserves the right to request Prospective Owner to repair or remediate any excessive damage to the underlying real property caused by the removal of the Structure.

5.4 Prospective Owner understands that the Structure is being given free of charge, **AS IS**, with no warranty as the condition of the structure or personal property attached thereto.

6.0 Indemnification Agreement

Prospective Owner's execution of the *Statement of Interest* form constitutes an express agreement that the Prospective Owner will indemnify, hold harmless, and defend HSD, its trustees, administrators, advisors, employees, and agents from and against any and all losses, claims, damages, and liabilities arising out of or in connection with the preparation, moving, or relocation of the Structure.

7.0 Termination of Process

HSD reserves the right to terminate this process at any time prior to January 5, 2018, for any reason. HSD may terminate the process after January 5, 2018, for good cause, including Prospective Buyer's failure to meet any deadline set forth herein or to otherwise fail to materially comply with the terms and conditions set forth herein.

Important Dates

December 22, 2017	Inspection of Structure at 1511 Boulder Ave. (1:00 p.m.)
December 29, 2017	Inspection of Structure at 1511 Boulder Ave. (1:00 p.m.)
January 3, 2018	Deadline to submit <i>Statement of Interest</i> form (by 2:00 p.m.)
January 5, 2018	Deadline for HSD to choose Prospective Owner
January 10, 2018	Deadline for Prospective Owner to submit moving contract and acceptable proof of insurance to HSD
January 15, 2018	Deadline for HSD and Prospective Buyer to execute contract
February 2, 2018	Deadline for Prospective Buyer to move Structure

Any questions about the conditions or process should be directed to Kalli Kind, HSD Director of Support Services, kkind@helenaschools.org, 406-324-2003 (email preferred).