

**DONATION AGREEMENT  
BY AND BETWEEN  
MORGAN HILL UNIFIED SCHOOL DISTRICT AND LOUIS LATRONICA**

This DONATION AGREEMENT ("**Agreement**") is made and entered into as of **April 20, 2021** ("**Effective Date**") by and between **Morgan Hill Unified District**, a California school district ("**District**") and Louis Latronica ("**Donor**"). District and Donor may be referred to herein this Agreement individually as a "**Party**" or collectively as the "**Parties**."

**RECITALS**

**WHEREAS**, Donor, a local artist and environmental and nature enthusiast who has over his lifetime collected a variety of art, maritime models, books, and other items as more fully described in **Exhibit A** and **Exhibit B** and incorporated herein by this reference ("**Donated Items**"); and

**WHEREAS**, Donor has been benefactor of the District, and, in support of the District's educational mission, Donor desires to donate the Donated Items to the District; and

**WHEREAS**, Education Code section 41032 provides that the District's Board "may accept on behalf of, and in the name of, the district, gifts, donations, bequests, and devises that are made to the district or to or for the benefit of any school or college administered by the district"; and

**WHEREAS**, by way of this Agreement, the Parties intend to consummate the donative transfer of the Donated Items by Donor to District;

**NOW, THEREFORE**, for good and sufficient consideration, receipt of which is acknowledged, the Parties agree as follows:

**DONATION**

1. **Donor's Title.** Donor represents and warrants that he is the legal owner of the Donated items, with good and marketable title, and that the Donated items are free and clear of all liens, encumbrances, and claims of any nature, and that Donor has full right and authority to donate the Donated Items to the District.
2. **Donation.** Donor hereby agrees to donate and District hereby agrees to accept from Donor the Donated Items, upon the terms and conditions provided in this Agreement ("**Donation**"). By way of this Donation, Donor hereby transfers and assigned to District, and District hereby acquires from Donor, all of Donor's rights and interest in the Donated Items of whatever kind or nature.
3. **Effectiveness.** This Agreement, and the Donation contemplated hereunder, shall be effective on the Effective Date.
4. **Disclaimer and Release of Claims.** The Parties acknowledge that Donor makes this Donation to further the educational mission of the District, and District accepts the Donated Items for these purposes. Each Party does hereby release and covenant not to sue the other Party and their respective officers, board members, employees, representatives, and successors, from any and all claims, demands, actions, liabilities, damages, and causes of action, including costs and attorneys'

fees, in regard to or in any way arising from or relating to the Donated Items and this Donation, and that this release extends to any and all claims, demands, actions and causes of action of any and every kind or nature whatsoever, contractual, tortious, or otherwise, present or future, known or unknown, contemplated or un contemplated, in connection with or in any way arising from or relating to the Donated Items or this Agreement. By signing this Agreement, each Party specifically waives the provisions of California Civil Code Section 1542, which provides as follows:

**"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."**

5. **Board Authority.** The Parties acknowledge that this Agreement is subject to approval or ratification by the District Board of Education.
6. **Counterparts.** This Agreement may be executed in any number of counterparts each of which shall be deemed to be an original and all of which together shall be deemed one and the same instrument.
7. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein.
8. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
9. **Signature Authority.** Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
10. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
11. **Entire Agreement / Modification.** This Agreement represents and contains the entire agreement and understanding among the Parties with respect to the Donation and supersedes all prior oral and written agreements and understandings, and no representation, warranty, condition, understanding or agreement of any kind with respect to the Donation shall be relied upon by the Parties unless incorporated herein. This Agreement may not be amended or modified except by an agreement in writing signed by the Parties.

**ACCEPTED, AGREED AND CONSENTED TO** on the Effective Date specified above.

Dated: April 20, 2021

Dated: \_\_\_\_\_

**Morgan Hill Unified School District**

**Louis Latronica**

By: \_\_\_\_\_

Print Name: Steve Betando

Print Title: Superintendent

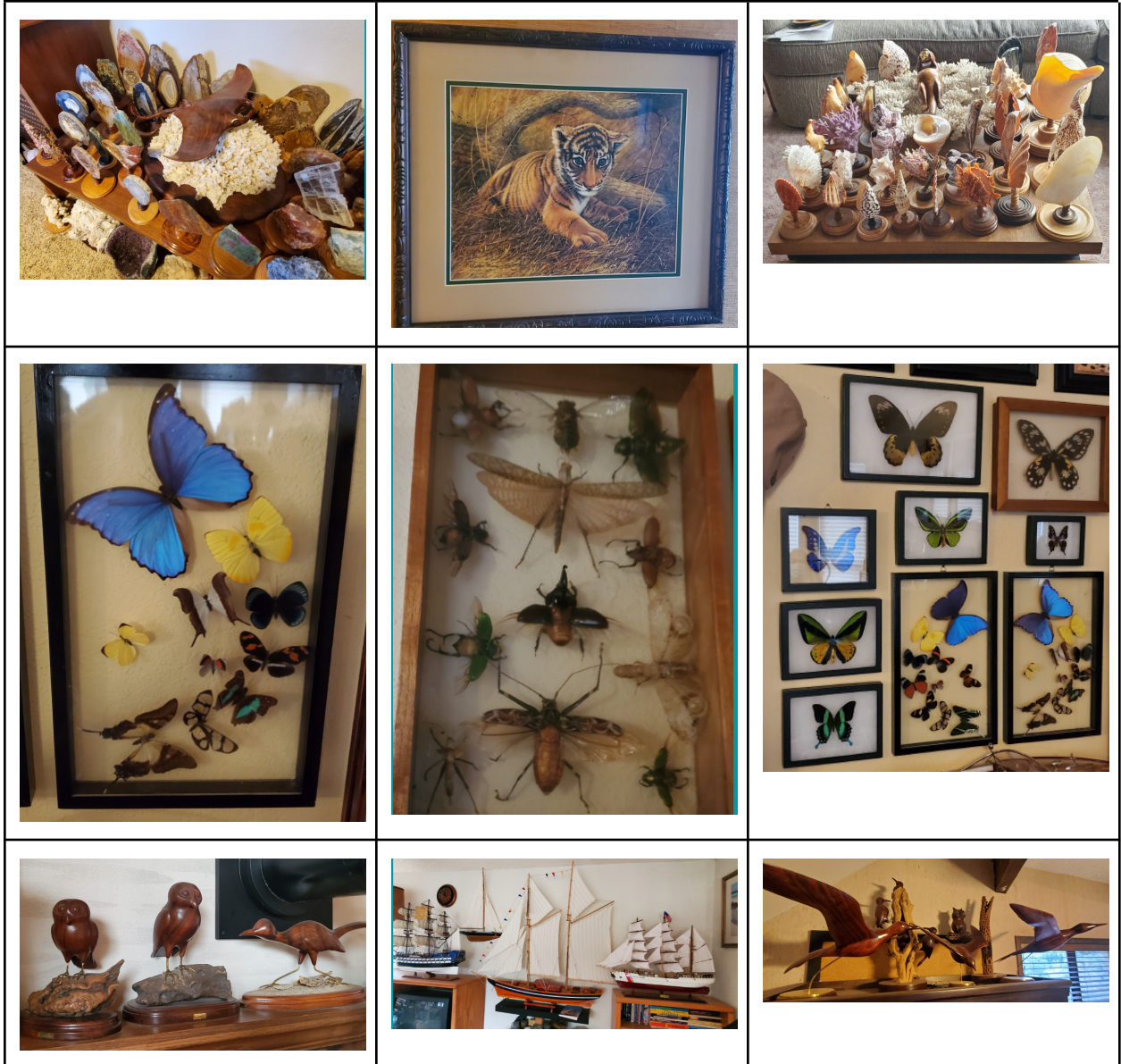
By: \_\_\_\_\_

Print Name: Louis Latronica

## EXHIBIT A

### IDENTIFICATION OF DONATED ITEMS

Representative items donated are pictured below.









## **EXHIBIT B**

### **LIST OF DONATED ITEMS**

The District will develop a complete list of donated items once all items have been identified and catalogued.