

11. The District, and its officers, employees and agents, agree to indemnify and hold the Town harmless from and against any and all liability, damage, claims, demands, costs, judgments, fees, reasonable attorney's fees or loss arising directly or indirectly out of the provision of educational programs and services funded by this Agreement.

12. The District shall not assign this Agreement or the benefits thereof or the any rights, duties or interests herein.

13. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments, and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

14. All notices of any nature referred to in this agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by overnight courier), to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

To The Town:
Susan Mancuso, Esq.
Town Attorney
Town of Greenburgh
177 Hillside Avenue
Greenburgh, NY 10607

To The District:
Superintendent of schools
Valhalla Union Free School District
316 Columbus Avenue
Valhalla, New York 10595