

TO: Board of Education, Dr. Collins
FROM: Don Robinson
DATE: March 5, 2008
RE: District 97 – PING Agreement

PING! has enjoyed a partnership with District 97 since 1998. During the past year, the organization has incorporated and received a 501(c)3 determination letter from the IRS.

This attached agreement formalizes the relationship between the parties. The school district's insurance package provides insurance coverage for the instruments in the instance of theft, loss, or damage. The agreement was edited and approved in its final form by the district's legal counsel.

The agreement will be brought back to the Board of Education for approval at its April 9, 2008 meeting.

**AGREEMENT BETWEEN THE BOARD OF EDUCATION OF OAK PARK
ELEMENTARY SCHOOL DISTRICT NO. 97, PING!, AND PING! CORPORATION**

This Agreement ("Agreement") is made and entered into this _____ day of February, 2008, by and among the Board of Education of Oak Park Elementary School District No. 97, Cook County, Illinois ("School District"), a body corporate and politic, PING!, (Providing Instruments for the Next Generation), an informal association ("PING!"), and the PING! Corporation, (Providing Instruments for the Next Generation), ("PING! Corporation"), an Illinois not-for-profit corporation (collectively, the "Parties", or individually the "Party").

WITNESSETH:

WHEREAS, PING! has provided musical instruments and music enrichment opportunities to the students of the School District since 1998;

WHEREAS, the informal association of PING! caused the incorporation in the state of Illinois on January 29, 2007 of PING! Corporation; and

WHEREAS, since its incorporation, PING! Corporation, in conjunction with the School District and PING! has continued the mission and enrichment opportunities of PING!.

WHEREAS, the musical instruments and corresponding property title to each instrument previously used by PING! and being used by PING! Corporation were transferred to PING! Corporation as of September 1, 2007 by means of an oral agreement between PING! and PING! Corporation, and the parties have decided to formalize such transfer by means of a Bill of Sale, a copy of which is attached and incorporated herein as Exhibit A.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PING!, PING! Corporation, and the School District hereby mutually covenant and agree as follows:

1. **INCORPORATION OF RECITALS.** The recitals contained in the Preamble set forth above are incorporated herein by reference as if fully set forth and repeated herein.
2. **TERM.** The term of this Agreement shall be for a period of ten (10) years, commencing on February 27, 2008 and terminating on February 27, 2018. Thereafter, the Agreement shall automatically renew for two (2) successive ten (10) year periods. Any Party hereto, however, may terminate this Agreement after February 27, 2018 by delivering notice of such termination to all other Parties no later than one (1) year prior to the effective date of the termination.
3. **INSTRUMENT LIABILITY.** The School District will continue to assume liability, including but not limited to liability for damage, loss or theft for the PING! Corporation musical instruments stored on the property of the School District or used in connection with any activity on the property of the School District, as provided in the June 20, 2007 Agreement between PING! and the School District, incorporated by reference herein as Exhibit B.

4. **COMPLETE UNDERSTANDING.** This Agreement contains the entire understanding and agreement between the Parties, and no statements, promises or inducements made by either Party that is not contained within the body of this written Agreement shall be valid or binding.
5. **RELATIONSHIP OF THE PARTIES.** Nothing in this Agreement shall be deemed to create the relationship of principal and agent, joint venture, partnership, or employer-employee between the School District, PING! or PING! Corporation. No Party shall have the power to bind or obligate any other Party except as to the extent expressly set forth in this Agreement. Nothing in this Agreement shall be deemed to create any joint and severable liability among the Parties for each other's debts and obligations under this Agreement. Each Party shall be solely responsible for its own debts and obligations hereunder.
6. **AMENDMENT.** This Agreement may only be modified by the mutual written consent of all the Parties.
7. **ASSIGNMENT.** This Agreement shall be binding upon the successors and assigns of the Parties hereto, provided, that no Party may assign this Agreement without the prior written consent of the other parties.
8. **GOVERNING LAW.** This Agreement shall be governed under the laws of the State of Illinois.
9. **SEVERABILITY.** This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same instrument.
10. **EFFECTIVE DATE.** The Agreement shall be effective upon authorized signatures of the respective Parties.
11. **AUTHORITY TO EXECUTE AGREEMENT.** Each Party hereto represents and warrants that it has the authority to execute this Agreement and to bind their respective entities to the terms and conditions thereof.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and attached herewith is a copy of the Resolution authorizing the signing officials to execute this Agreement.

[SIGNATURE PAGE TO FOLLOW]

**PING! (PROVIDING INSTRUMENTS
FOR THE NEXT GENERATION):**

Donna D'Oro Anderson

DONNA D'ORO ANDERSON, President

2/20/2008

Date

**BOARD OF EDUCATION OF
OAK PARK SCHOOL DISTRICT
NO. 97:**

Michelle Harton

Its:

4/9/8

Date

ATTEST:

Sheryl Marnier
Secretary

**PING! CORPORATION (PROVIDING
INSTRUMENTS FOR THE NEXT
GENERATION), an Illinois Not-for-Profit
Corporation:**

Donna D'Oro Anderson

DONNA D'ORO ANDERSON, President

2/20/2008

Date

EXHIBIT A

(BILL OF SALE)

BILL OF SALE

The Seller, PING! (Providing Instruments for the Next Generation), an informal association ("Seller"), and the Buyer, PING! (Providing Instruments for the Next Generation), an Illinois not-for-profit corporation ("Buyer"), orally agreed that the Seller, in consideration of TEN & NO/100 dollars, receipt of which is hereby acknowledged, would sell, assign, transfer and set over to Buyer, as of September 1, 2007, the personal property as described in Exhibit A.

In acknowledgement of the oral agreement between the Seller and Buyer, the Seller does hereby formally sell, assign, transfer and set over to Buyer the aforementioned property as of September 1, 2007.

Seller hereby represents and warrants to Buyer that, as of September 1, 2007, Seller was the absolute owner of said property, that said property was free and clear of all liens, charges and encumbrances, and that Seller had full right, power and authority to sell said personal property and to make this bill of sale. All warranties of quality, fitness and, merchantability are hereby excluded.

IN WITNESS WHEREOF, Seller has signed, and sealed this bill of sale at Oak Park this 20th day of February 2008.

PING! (PROVIDING INSTRUMENTS
FOR THE NEXT GENERATION)

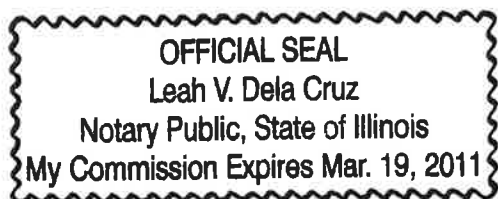
Donna D'Oro Anderson

Donna D'Oro Anderson
Its: President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT DONNA D'ORO ANDERSON, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20th day of February 2008.



Leah V. Dela Cruz
Notary Public

Exhibit A: Musical Instrument Inventory

Instrument	Size/Type	PING #	Manufacturer	Serial #	Value (\$)
Baritone		B1	Ambassador	611257	500
Euphonium		B2	Jupiter	JEP468	500
Cello	3/4	CE1			500
Cello	3/4	CE2			500
Cello	Full	CE3			600
Clarinet		C1	Bundy	1317983	300
Clarinet		C2	Vito	102948/7212	300
Clarinet		C3	Vito	D03829/7212	300
Clarinet		C4	Vito	E 33202/7212	300
Clarinet		C5	Buffet	K1441	300
Clarinet		C6	Vito	D94185/7212	300
Clarinet		C7	Bundy	577	300
Clarinet		C8	Bundy	1380844	300
Clarinet		C9	Bundy	301074	300
Clarinet		C10	Selmer	9Z655	300
Clarinet		C11	Vito	D16885/7212	300
Clarinet		C12	Martin Freres (Paris)	F11846	300
Clarinet		C13	Selmer	32097	300
Clarinet		C14	Vito	C68396/7212	300
Clarinet		C15	Selmer	1507607	300
Clarinet		C16	Selmer Signet	95981	300
Clarinet		C17	Noblet Paris	4615B	300
Clarinet		C18	Selmer	1622117	300
Clarinet		C19	Bundy	274299	300
Clarinet		C20	Deluxe	580706	300
Clarinet		C21	Vito	C682037212	300
Clarinet		C22	Bundy	5771454441	300
Clarinet		C23	Bundy	771929	300
Clarinet		C24	Bundy	593896	300
Clarinet		C25	Vito	119657	300
Clarinet		C26	Signet	907507	300
Clarinet		C27	Bundy	1389733	300
Clarinet		C28	Leblanc/Vito	D16586	300
Clarinet		C29	Selmer	16141	300
Clarinet		C30	Bundy	20249	300
Clarinet		C32	Bundy	625902	300
Clarinet		C33	Jean Baptiste	JBCL482	300
Clarinet		C34	Bundy	354273	300
Clarinet		C35	Bundy	795531	300
Clarinet		C36	Vito	C13537	300
Clarinet		C37	Vito	D28001	300
Clarinet		C38	Leblanc/Vito	D16572	300
Clarinet		C39	Selmer Signet	821645	300
Clarinet		C40	Vito	R66790	300
Clarinet		C41	Vito		300
Drums	2 piece set	D1			100
Drums	2 piece set	D2			100

Exhibit A: Musical Instrument Inventory

Drums	2 piece set	D3	Percussion Plus		100
Drums	2 piece set	D4	Percussion Plus		100
Drums	2 piece set	D5	Pearl		100
Drums	1 piece	D6	Pearl		100
Drums	2 piece set	D7			100
Drums	1 piece	D8			100
Drums	2 piece set	D9	CB700		100
Drums	1 piece	D10	CB		100
Drums	2 piece set	D11	Yamaha		100
Drums	1 piece	D12	Pearl		100
Drums	2 piece set	D13	UMI		100
Drums	1 piece	D14	CM	C001018	100
Drums	1 piece	D15			100
Drums	1 piece	D16	Pearl	898117	100
Drums	1 piece	D17	Pearl		100
Flute		F1	Armstrong	4146233	200
Flute		F2	Artley	114476	200
Flute		F3	Gemeinhardt	A16237	200
Flute		F4	Heiner	229	200
Flute	Model 25P	F5	Gemeinhardt	H25362	200
Flute		F6	Yamaha	351616A	200
Flute		F7	Armstrong	104S4135	200
Flute		F8	Gemeinhardt	613329	400
Flute		F9	Gemeinhardt	H30428	200
Flute		F10	Gemeinhardt	G55432	200
Flute		F11	Armstrong	7119807	200
Flute		F12	Artley	119897	200
Flute		F14	Wurlitzer	178897	200
Flute		F15	Gemeinhardt	F72858	200
Flute		F16	Armstrong	3013431	200
Flute		F17	Bundy	225700	200
Flute		F18	Armstrong	7115023	200
Flute		F19	Gemeinhardt	H06800	200
Flute		F22	Bundy/Selmer	17388	200
Flute	Model 80B	F23	Armstrong	29-13064	400
Flute		F24	Gemeinhardt	234699	200
French Horn		FH1	Holton	H602	600
French Horn		FH2	Conn	48829	600
French Horn		FH3	Holton	H602	600
French Horn		FH6			600
Saxophone		S2	Bundy	997950	400
Saxophone		S3	Bundy	1081712	400
Saxophone		S4	Bundy	1063205	400
Saxophone		S5	Bundy	1232186	400
Saxophone	Tenor	S6	Bundy	1154329	600
Saxophone		S7	Vito	545561	400
Saxophone		S8	Bundy	885764	400
Saxophone	Tenor	S9	Yamaha	YTS23/030847A	600

Exhibit A: Musical Instrument Inventory

Saxophone	S10	Armstrong	3915078	400
Saxophone	S11	Bundy	137121	400
Saxophone	S12	Blessing	60287	400
Saxophone	S13			400
Saxophone	S14	Vito	539819	400
Saxophone	S15	Benson	1315681	400
Saxophone	S16	Bundy	46950	400
Saxophone	S17	Selmer/Bundy II	1101349	400
Saxophone	S18	Leblanc/Vito	545562	400
Saxophone	S19	Leblanc/Vito	552559	400
Saxophone	S20	Selmer AS300	1302179	400
Saxophone	S21	Leblanc/Vito	533506	400
Trombone	TB1	Jean Baptiste	AL68081	450
Trombone	TB2	Olds	939498	450
Trombone	TB3	Olds		450
Trombone	TB4	Bach	C32462	450
Trombone	TB5	Yamaha YSL354	116517A	450
Trombone	TB6	Bach		450
Trombone	TB8	Yamaha	918384A	450
Trombone	TB9	Yamaha YSL354	278545A	450
Trombone	TB10	King	972451	450
Trombone	TB11	Yamaha YSL354	918717A	450
Trumpet	T1	Bach	F18920	350
Trumpet	T2	King		350
Trumpet	T3	Bach	92241	350
Trumpet	T4	Bach	C92839	350
Trumpet	T5	Blessing	385762	350
Trumpet	T6	Holton	992983	350
Trumpet	T7	King	784065	350
Trumpet	T8	Bundy	150831	350
Trumpet	T9	Olds	820439	350
Trumpet	T10	Conn	654257	350
Trumpet	T11	Scholastic	417122	350
Trumpet	T12	Holton T602P	988059	350
Trumpet	T13	Blessing	399446	350
Trumpet	T14	King	787836	350
Trumpet	T15	King	135261	350
Trumpet	T16	Yamaha	YTR732014057A	350
Trumpet	T17	Holton	935541	350
Trumpet	T18	Yamaha	278082A	350
Trumpet	T19	Collegiate	864685	350
Trumpet	T20	Holton	953150	350
Trumpet	T21	Bach	869523	350
Trumpet	T22	Holton	927694	350
Trumpet	T23	Biltmore	231969	350
Trumpet	T24	Olds	543946	350
Trumpet	T25	King	735779	350

Exhibit A: Musical Instrument Inventory

Trumpet		T26	Holton T602P	109646	350
Viola	15-16"	VA1			500
Viola	13"	VA2			300
Viola	13"	VA3			300
Viola	14"	VA4			400
Viola	15"	VA5			500
Viola	15"	VA6			500
Viola	14"	VA7			400
Viola	15"	VA8			500
Violin	3/4	V1			300
Violin	3/4	V2			300
Violin	3/4	V3			300
Violin	Full	V4			400
Violin	3/4	V5			300
Violin	Full	V6			400
Violin	3/4	V7			300
Violin	3/4	V8			300
Violin	3/4	V9			300
Violin	3/4	V11			150
Violin	3/4	V12	William Lewis&Son		300
Violin	Full	V13			400
Violin	1/2	V14	Lidl Model 22	25194	250
Violin	Full	V15	Seidel	Z17348	400
Violin	Full	V16	Lidl Model 22	25581	400
Violin	1/2	V17			200
Violin	1/2	V18			200
Violin	Full	V19			400
Violin	Full	V20			400
Violin	Full	V21			400
Violin	3/4	V22			300
Violin	3/4	V23			300
Violin	3/4	V24			300
Violin	Full	V25			400
Violin	3/4	V26			300
Violin	3/4	V27			250
Violin	Full	V28			250
Violin	Full	V29			400
Violin	Full	V30			250
Violin	Full	V31			250
Violin	Full	V32	Glaesel Model V131	T10037	400
Violin	Full	V33			400
Violin	Full	V34	Jacobus Stainer		400
Number of Instruments		184		Total Inventory Value	59300

EXHIBIT B

(JUNE 20, 2007 AGREEMENT)

AGREEMENT

WHEREAS PING! (Providing Instruments for the Next Generation) ("PING!") provides an essential service to School District 97 of Oak Park, Illinois ("District 97") by providing musical instruments and music enrichment opportunities to the students of District 97;

WHEREAS without PING! some District 97 students would be unable to participate in music class and music enrichment opportunities;

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PING! and District 97 hereby mutually covenant and agree as follows:

1. District 97 will assume liability, including but not limited to liability for damage, loss or theft, for the PING! musical instruments stored on the property of District 97 or used in connection with any activity on the property of District 97.
2. The term of this Agreement will be one year from the date that the Agreement is executed by both District 97 and PING! The Agreement will automatically renew for additional one-year terms unless either party gives written notice to the other of its intent to cancel the Agreement thirty days prior to the expiration of the current term.
3. This Agreement may be canceled by either party at any time with thirty days written notice.
4. Neither party intends for this Agreement to abrogate any liability coverage otherwise provided by law, under any insurance policy, whether owned by PING!, District 97 or any third party, or under any other agreement.
5. Any notice or other communication required or permitted hereunder shall be given in writing by (1) personal delivery, (2) expedited delivery service with proof of delivery, (3) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (4) facsimile provided that such facsimile is confirmed by expedited delivery service in the manner previously described. If notice is required to be given to District 97 such notice shall be given to the then acting Superintendent or Assistant Superintendent for Finance and Operations of District 97 and if notice is required to be given to PING! such notice shall be given to a then acting officer of PING!
6. This Agreement sets forth the entire understanding and agreement of the parties hereto relating to the subject matter hereof. This Agreement supersedes and replaces any prior written or oral negotiations and agreements between the parties relating to its subject matter.
7. This Agreement shall be binding upon the successors and assigns of the parties hereto, provided, that neither party may assign this Agreement without the prior written consent of the other party.

8. This Agreement may be amended only by the mutual written consent of PING! and District 97.
9. This Agreement shall be governed under the laws of the State of Illinois.
10. This Agreement may be signed in counterparts, each of which shall be deemed an original and both of which, when taken together, constitute one instrument.

The undersigned hereby sign this agreement on June 20, 2007.

PING! (Providing Instruments for the Next
Generation)



Donna D'Oro Anderson, President

School District 97 of Oak Park, Illinois



Donald Robinson, Assistant Superintendent
for Finance and Operations