

## AGREEMENT

**THIS AGREEMENT** is made and entered into this 4<sup>th</sup> day of July A.D 2025, by and between The African Methodist Episcopal Zion University (AMEZU), located at 166 Benson Street, represented by its President, Rev. Emmanuel F. Johnson, I, PhD, of the city Monrovia, County of Montserrado, Republic of Liberia, hereafter, known and referred to as the "PARTY OF THE FIRST PART", and the National Transit Authority (NTA), a Public Corporation, owned by the Government of Liberia, represented by its Managing Director, Hon. Edmund Forh Forh, located at the Japan Freeway of the Township of Gardnerville, County of Montserrado, Republic aforesaid, hereinafter known and referred to as the "PARTY OF THE SECOND PART", hereby:

## WITNESSETH

**WHEREAS**, the PARTY OF THE FIRST PART (AMEZU)) desires to rent two (2) buses from the Party of the Second Part (NTA);

**WHEREAS**, the PARTY OF THE SECOND PART has expressed its willingness to rent two (2) of its buses to the Party of the First Part;

**NOW THEREFORE**, the PARTIES hereto covenant and mutually agree to the following terms and conditions:

### ARTICLE I **SCOPE OF WORK AND COST:**

It is mutually agreed by the PARTIES hereto that the scope of performance and the nature of the services to be performed by the contracting Parties include the following:

- a) The Party of the Second Part shall transport students and employees of the PARTY OF THE FIRST PART twice daily; Mondays thru Fridays, excluding Saturdays, Sundays and Holidays, from 166 Benson Street at \_\_\_\_ am to Po-River Bridge; then after working hours, bring back the students and employees to Monrovia at \_\_\_\_ pm.
- b) The Party of the First Part shall pay to the Party of the Second Part a rental fees of Eighty United States Dollars (US\$80.00) per day for each of the two (2) buses.
- c) Should the PARTY OF THE FIRST PART desires to rent any additional bus or buses from the Party of the Second Part, it shall pay a daily fee of Eighty United States Dollars (US\$80.00) per bus.

### ARTICLE II **TERMS OF PAYMENT**

It is mutually understood and agreed by the parties hereto that the total rental fees of the two contracted buses shall be **US\$16,640.00 (Sixteen Thousand Six Hundred Forty United States Dollars)** for the duration of the contract; that is to say, for the period of four (4) months. The Party of the First Part shall pay or cause to be paid to the Party of the Second Part a monthly installment payment of **Four Thousand One Hundred and Sixty United States Dollars (US\$4,160.00)** payable on or before the first (5<sup>th</sup>) day of every month. The Parties hereto further understood and agreed that the Party of the First Part shall make an initial payment for the two buses before the commencement of the contract. All payments shall be made by check payable to the National Transit Authority (NTA) on or before the 5<sup>th</sup> day of each month during the life of the agreement.

### ARTICLE III **DURATION OF THE AGREEMENT**

It is mutually understood and agreed by the Parties hereto that this Agreement shall remain in full effect for a period of four (4) months, commencing from July 4, 2025 until July 4, 2026.

## **ARTICLE IV OBLIGATION OF PARTIES**

It is mutually understood and agreed by the Parties hereto that:

- a. The Party of the First Part shall respect the terms and conditions of the Agreement in turn of the work schedules, payment terms, etc.
- b. The Party of the Second Part shall provide two buses equipped with drivers and fuel for the Party of the First Part. Additionally, the Party of the Second obligated shall keep the two buses in good repair.

## **ARTICLE V DISPUTE SETTLEMENT**

The parties shall make every effort to amicably resolve any disagreement or dispute arising between them under or in connection with this Agreement. The party asserting the existence of a disagreement or dispute shall, promptly upon becoming aware of such disagreement or dispute, notify the other party in writing specifying the nature of the disagreement or dispute, and shall provide such information about the disagreement or dispute as the other party may reasonably require. If the parties are unable to amicably resolve the disagreement or dispute.

## **ARTICLE VI GOVERNMENT LAW**

The laws of the Republic of Liberia shall govern this Contractual Agreement.

## **ARTICLE VII FORCE MAJEURE**

A party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to an event of Force Majeure. The term "Force Majeure" as used in this Agreement shall mean acts of God, war, nationwide strikes or labor disputes, embargoes, blockades, revolutions, riots, civil commotions, fires, explosions, earthquakes, or any other natural disasters, or public health emergencies, provided any such cause was not within the reasonable control of the Party claiming the benefit of Force Majeure and could not have been avoided or overcome by such Party through the exercise of due diligence. In the event of force majeure, the contract shall be suspended for the duration of the force majeure.

## **ARTICLE VIII MODIFICATION**

It is further agreed by both parties that there shall be no modification of this Agreement unless otherwise agreed upon by both parties or on account of increase or changes in the scope of work, and in such case the time limitation herein shall be enlarged or decreased as may be agreed upon by both parties in writing.

## **ARTICLE IX TERMINATION**

It is mutually understood and agreed by the Parties that the terms and conditions stated herein constitute the agreement between the parties stated in the preamble. Hence, no statement, promises, and inducements made by any other party or agent or any party that is not contained in this agreement shall be valid or binding. The terms and conditions contained herein shall also be binding upon the parties hereto, their heirs, Administrators, executors, legal representatives, successors-in-business, and assigns as though they were herein mentioned by names.

**IN WITNESS WHEREOF**, the parties hereto have executed and acknowledged this instrument and affixed our names and signatures on this 4<sup>th</sup> day of July A. D. 2025.

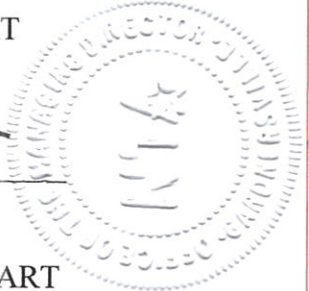
**IN THE PRESENCE OF/ WITNESSES:**



Rev. Emmanuel Farecca Johnson, I, Ph.D  
**President, AMEZU**  
PARTY OF THE FIRST PART



Hon. Edmund Forh Forh  
**Managing Director/NTA**  
PARTY OF THE SECOND PART



BFJ