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MT. DIABLO UNIFIED SCHOOL DISTRICT

1936 Carlotta Drive
Concord, CA 94519

ES ASST SUPERINTENDENT

**AGREEMENT BETWEEN
MT. DIABLO UNIFIED SCHOOL DISTRICT
AND INDEPENDENT CONTRACTOR**

THIS AGREEMENT is made this 15 day of October, by and between the Mt. Diablo Unified School District (hereinafter "District") and Silver Spur Christian Camp & Retreat Center (hereinafter "Contractor").

District hereby engages Contractor to render services under the terms and conditions of this Agreement.

1. Performance of Services

(a) Contractor agrees to perform the services described on Exhibit "A" (hereinafter "Services") on page 4 of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools and transportation necessary for the performance of the services. Contractor may, at Contractor's own expense, use non-District employees to perform the Services under this Agreement. Subcontractors may be used only with the written approval of the District.

(b) Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

2. Compensation. District agrees to compensate Contractor for the performance of the services on the following basis:

Not to exceed \$ <u>15,078.50</u> for Services	<u>01-9010-1110-1000-43430000-179-179-</u>	\$ _____	<u>5895</u>
The basis of the fee for Services shall be as follow	_____ - _____ - _____ - _____	\$ <u>15,078.50</u>	
a. \$ _____ per hour,	_____ - _____ - _____ - _____	\$ _____	
b. \$ _____ per day, or			
c. \$ <u>15,078.50</u> per engagement.			

BUDGET CODE(S)

Check One:

- Partial Payments: Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.
- Partial Payments: District shall make a payment per schedule detailed in Exhibit A. District Administrator will verify invoice indicating that all required services have been performed by each timeline.
- Payment in Full: Contractor shall invoice District on completion of services. District Administrator will verify invoice indicating that all required services have been performed.

Contractor shall be responsible for all expenses incurred in association with the performance of the Services.

3. Term and Termination. This Agreement will become effective on 10/15/19. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice.

4. Relationship of the Parties. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payments upon demand.

5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of California Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. To the extent Education Code §45125.1 is applicable, Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that such employee has not been convicted of a felony, as defined in Education Code §45125.1. Contractor shall provide the certification document attached hereto as Exhibit ___ prior to commencing work under this Agreement.

6. Rules and Regulations. All rules, policies, and regulations of the Mt. Diablo Unified School District Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.

7. Indemnification. Contractor shall hold harmless, defend and indemnify District and its officers, elected and appointed officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.

8. Insurance. Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. **EXCEPTION:** Contracts of less than \$5,000 need only provide general liability insurance of \$1,000,000 per occurrence.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability/Errors & Omissions Liability,** if applicable: \$1,000,000 per occurrence.

If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Purchase Requisition # R116749

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

INSURANCE REQUIREMENTS

No waiver will be granted to eliminate the insurance requirements outlined in this contract. However, in special circumstances, certain insurance requirements may be modified or waived. The following items in Insurance section 8 are hereby waived or modified as follows:

Limits: _____

Other: _____

The initials of the Superintendent, or his/her Designee, and the General Counsel, are required to waive or modify any Insurance requirements in this Agreement:

Superintendent or
his/her Designee

General Counsel

- 9. Ownership of Designs and Plans. Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
- 10. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

DISTRICT

Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519-1397
Attn: Superintendent

CONTRACTOR

Name: Silver Spur Christian Camp
 Attn: Kristen Hughes
 Address: 17301 Silver Spur Drive
Tuolumne, CA 95379
 Phone: 209-928-4248
 Fax: 209-928-3899
 Tax ID #: 94-6050050

Any notice personally given or sent by telegram or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to

Purchase Requisition # R 116749

the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 11. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
- 12. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.
- 13. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit as awarded by a court of competent jurisdiction, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
- 14. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

Silver Spur Christian Camp & Retreat Center

By: [Signature] 11/4/19
 Signature of Principal/Budget Administrator Date
 Title: Tulie Johnson, Principal
 Print Name and Title

Name of Company/Organization or Independent Contractor/Consultant
 By: [Signature] 10/16/19
 Signature of Contractor/Consultant Date
 Title: Vic Conner - Executive Director
 Print Name and Title

Authorized and Approved by:

 Superintendent or his/her Designee Date

Prior to commencement of service, sign and forward completed original contract to Fiscal Services.

[Signature] 10/15/19 Silverwood Elementary
 Originator's Signature Date Site/Department Originating this Contract
Shelley Harrison 5th grade teacher
 Print Name of Originator and Title

Billing Address if reimbursed by outside agency—i.e. ASB, PTA, PFC

<i>Distribution</i>	
<i>original:</i>	<i>Fiscal Services for payment</i>
<i>copy:</i>	<i>Contractor</i>
<i>copy:</i>	<i>Originator/Budget Administrator</i>

EXHIBIT A

LIST OF SERVICES, INCLUDING DATE(S), TO BE PERFORMED BY CONTRACTOR

**IF PARTIAL PAYMENTS ARE TO BE MADE TO CONTRACTOR ON A SCHEDULE
AS INDICATED ON PAGE 1, PLEASE LIST PAYMENT SCHEDULE HERE**

The accompanying Silver Spur Christian Camp & Retreat Center (Silver Spur) Facilities and Services Agreement, Contract Summary, and Guest Group Handbook list services to be provided, pricing per person and payment schedules. The provisions of the Facilities and Services Agreement, Contract Summary, and Guest Group Handbook also serve to expand, amend and in some areas modify the "Agreement" between Mt. Diablo Unified School District and Silver Spur pursuant to section 11 of said "Agreement."

As per the Contract summary:
5th Grade students will be attending Outdoor Education Camp
March 3-6, 2020

Total minimum cost for lodge and program fees: \$15,078.50

Initial payment of \$3015.70 to accompany Facilities and Services Agreement on or before November 18, 2019 (pending MDUSD board approval).

Second payment of \$6,031.40 to be paid on or before February 2, 2020.

Third Payment of \$6,031.40 to be made upon arrival March 3, 2020.

Final payment (if necessary) to be made within 15 business days following the receipt of final invoice determined at camp.



CERTIFICATE OF LIABILITY INSURANCE

2116749

DATE (MM/DD/YYYY)
10/18/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Church & Casualty Ins Agency Inc 3440 Irvine Ave Newport Beach CA 92660		CONTACT NAME: Brandy Battres CISR PHONE (A/C, No. Ext): (800) 995-7525 FAX (A/C, No): (800) 995-7521 E-MAIL ADDRESS: brandy@ccia.com	
INSURED CONSERVATIVE BAPTIST ASSOCIATION OF NORTHERN 17301 SILVER SPUR DR TUOLUMNE CA 95379-9638		INSURER(S) AFFORDING COVERAGE INSURER A: Church Mutual Insurance Co NAIC # 18767 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	


COVERAGES **CERTIFICATE NUMBER:** CL1991791560 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:			0106098-02-001718	06/01/2019	06/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/>			0106098-02-001718	06/01/2019	06/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			0106098-81-003475	06/01/2019	06/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	0106098-07-211649	06/01/2019	06/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of insurance for Work Performed by Silver Spur Camp Staff for the Outdoor Education Program Camp on behalf of Silverwood Elementary School located on insured's premises, 17301 Silver Spur Drive, Tuolumne, CA on March 3-6, 2020. Mt Diablo Unified School District, its officers, officials, agents, and volunteers are named additional insured but only with respect to the activities of the Named Insured on the above described premises. All activities/operations not specifically ran/or conducted by the Named Insured are excluded. *Refer to A2014 Endorsement. 30*days notice of cancellation. **Refer to A267.1 Blanket Additional Insured Endorsement.

CERTIFICATE HOLDER Mt Diablo Unified School District 1936 Carlotta Drive Concord CA 94519	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED DESIGNATED PERSON OR ORGANIZATION
FOR SPECIFIC ACTIVITY**

This endorsement modifies insurance provided under the General Liability Coverage Part.

The following is added to the General Liability Additional Provisions Form.

Additional Insured Person(s) or Organization(s):		
Name: Mt Diablo Unified School District, its officers, officials, agents, and volunteers		
Address: 1936 Carlotta Drive		
Concord City	CA State	94519 Zip
Activity: Evidence of insurance for Work Performed by Silver Spur Camp Staff for the Outdoor Education Program Camp on behalf of Silverwood Elementary School located on insured's premises, 17301 Silver Spur Drive, Tuolumne, CA Policy #0106098-02-001718		
Date(s): March 3-6, 2020.		

A. ADDITIONAL INSURED DESIGNATED PERSON OR ORGANIZATION FOR SPECIFIC ACTIVITY

1. Paragraph C., Who is An Insured, is amended to include the person(s) or organization(s) shown above, but only with respect to "bodily injury," "property damage," "personal injury," and "advertising injury" liability, and only with respect to operations of the Named Insured that are directly related to the activity shown above during the dates shown above.

A2014 (12-07)

Copyright, Church Mutual Insurance Company, 2007
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R116749
Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED ENDORSEMENT FOR
CONTRACT, AGREEMENT OR PERMIT - INCLUDING LESSOR OF
LEASED EQUIPMENT, OWNER OF LEASED LAND,
MANAGERS OR LESSORS OF PREMISES, ENGINEERS,
ARCHITECTS AND SURVEYORS AND VENDORS**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

The following is added to the General Liability Additional Provisions Form.

**A. ADDITIONAL INSUREDS - BY
CONTRACT, AGREEMENT, OR PERMIT.**

1. Paragraph C. - WHO IS AN INSURED, is amended to include as an insured:

(a) Any person or organization with whom you have entered into a written contract, agreement or permit requiring you to provide insurance as is afforded by this General Liability Coverage Form will be an additional insured, but only:

(1) To the extent that such additional insured is held liable for acts or omissions committed by you or your subcontractors during the performance of your ongoing operations.

(2) With respect to property owned or used by, or rented or leased to, you.

The insurance afforded any additional insured under this paragraph will be subject to all applicable exclusions or limitations described in paragraphs 2.(a), (b), (c), (d) and (e) and in 3.(a), (b), (c), (d), (e) and (f) below.

(b) Such insurance as is provided by this paragraph for any additional insured will be primary, if so required by the written contract, agreement, or permit. Any other insurance available to such person or organization shall be excess over this insurance.

(c) A person's or organization's status as an additional insured in connection with a written contract, agreement or permit under this paragraph ends when your operations for that additional insured are completed or the written contract, agreement or permit is terminated or expires.

2. Additional Exclusions or Limitations

(a) Lessor of Leased Equipment

If an equipment lessor is an additional insured as a result of the provisions of paragraphs 1.(a), (b) and (c) above, the following additional exclusions apply:

This insurance does not apply:

(1) To any "occurrence" which takes place after the equipment lease expires;

(2) To "bodily injury" or "property damage" arising out of the sole negligence of such additional insured.

(b) Owner of Leased Land

If an owner or other interest from whom land has been leased is an additional insured as a result of the provisions of paragraphs 1.(a), (b) and (c) above, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction, or demolition operations performed by or on behalf of the owner or other interest from whom the land was leased.

(c) Managers or Lessors of Premises

If a manager or lessor of premises you rent or lease is an additional insured as a result of the provisions of paragraphs 1.(a), (b) and (c) above, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction, or demolition operations performed by or on behalf of the manager or lessor of that premises.

(d) Engineers, Architects, or Surveyors

If an engineer, architect or surveyor is an additional insured as a result of the provisions of paragraphs 1.(a), (b) and (c) above, the following additional exclusions apply:

This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

(e) Vendors of "Your Products"

If a vendor of "your products" is an additional insured under this Coverage Part, such insurance as is provided to the additional insured applies only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and subject to the following additional exclusions:

- (1) This insurance afforded the vendor does not apply to:
 - (i) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (ii) Any express warranty unauthorized by you;
 - (iii) Any physical or chemical change in the product made intentionally by the vendor;

R116749

(iv) Repackaging, except unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(v) Any failure to make such inspections, adjustments, tests, or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business; in connection with the distribution or sale of the products;

(vi) Demonstration, installation, servicing, or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product; or

(vii) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

(viii) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

a) The exceptions contained in Sub paragraphs (iv) or (vi); or

b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part, or container entering into, accompanying or containing such products.

3. Such insurance as is afforded for any additional insured under 1. and as modified by **Paragraph 2.** above is subject to all applicable exclusions under **Coverage A, BODILY INJURY AND PROPERTY DAMAGE LIABILITY COVERAGE, Paragraph 2. Exclusions** other than **2.b.** which is applicable to contractual liability; and to the following additional exclusions:

(a) The independent acts or omissions of such additional insured.

(b) Any liability arising from injury or damage in connection with a contract or agreement executed or permit issued subsequent to:

- (i) The occurrence of any "bodily injury" or "property damage"; or
- (ii) The commission of any offense which caused "personal and advertising injury."

(c) Construction or demolition activities within 50 feet of any railroad property and affecting any railroad bridge or trestle, track, road-bed, tunnel, underpass or crossing.

- (d) Any liability arising from injury or damage in connection with a permit issued by a state political subdivision if the liability is from operations performed for the state or political subdivision.
- (e) Any liability from "bodily injury" or "property damage" arising out of "your work" which is included in the "products-completed operations hazard."

This additional exclusion **A.3.(e)** does not apply with respect to such Vendors coverage as is provided under **A.2.(e)** above.

- (f) Any person or organization included as an insured under any other provision of Paragraph C., Who Is An Insured, or included as an additional insured by any endorsement to this policy.

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Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Conservative Baptist Association of Northern California

2 Business name/disregarded entity name, if different from above
Silver Spur Christian Camp

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) **501-C-3**
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
17301 Silver Spur Drive

6 City, state, and ZIP code
Tuolumne, CA 95379

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-					
--	--	--	---	--	--	--	--	--

or

Employer identification number

9	4	-	6	0	5	0	0	5	0
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ► *Victor Conner*

Date ► *February 7, 2018*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Silver Spur Christian Camp and Retreat Center

17301 Silver Spur Drive • Tuolumne, CA • 95379

Phone: (209) 928-4248

Facilities and Services Agreement

This Facilities and Service Agreement (the Agreement) between **Silver Spur Christian Camp & Retreat Center** (Silver Spur) and **Silverwood Elementary - 5th Grade**, is effective as of **10/2/2019**. Silver Spur and the Guest Group desire to set forth their agreement concerning the Guest Group's use of the facilities and services of Silver Spur.

EVENT INFORMATION

- 1a. Sponsoring Church or Organization: **Silverwood Elementary - MDUSD**
Address: **1649 Claycord Ave** City: **Concord** State: **CA** Zip Code: **94521**
Phone 1: **925-687-1150 (school)** Phone 2: **925-787-1804** Fax:
- 1b. Contact Name: **Shelley Harrison**
- 1c. Event Name: **Silverwood Elementary - 5th Grade**
- 1d. Event Beginning Date: **3/3/2020**

GUARANTEES

- 2a. The attached *Contract Summary* (the *Summary*) totaling **\$15,078.50** represents the Guest Group's minimum financial guarantee to Silver Spur for the facilities and services requested.
- 2b. The Guest Group agrees to pay all fees noted in the *Summary* plus any other fees that may be incurred due to increased attendance, use of additional facilities and/or equipment, damage, and/or provision by Silver Spur of any other service not currently noted on the *Summary*.
- 2c. The Guest Group agrees that, should the Guest Group choose not to utilize any or all facilities or lodging noted on the *Summary*, and/or choose not to eat any meal(s) noted thereon, there will be no reduction of fees below that which is noted on the *Summary*. The Guest Group agrees to meet the entire financial obligation to Silver Spur for the full amount of the minimum guarantee noted in section 2a
- 2d. The Guest Group agrees that in extreme situations, Silver Spur may adjust the stated rates on the *Summary* up to thirty (30) days prior to the Event provided written notice is served to the group "contact" noted above.
- 2e. The Guest Group agrees that, if the Guest Group has requested lodging or meals, Silver Spur will make available additional beds and/or meals at the per bed/meal rate stated in the *Summary* to accommodate additional guests. The additional number of beds/meals that will be set aside shall be limited to twenty (20) percent of the daily number of beds/meals guaranteed on the *Summary*. The additional number of beds/meals set aside, however, will not be less than ten (10) nor more than fifty (50). The Guest Group agrees to notify Silver Spur of any intention to use the additional beds/meals on or before **2/2/2020**. If the Guest Group fails to make such notification, any obligation Silver Spur may have had to hold such space shall be waived.

PAYMENTS

- 3a. The Guest Group's initial payment of **\$3,015.70** is enclosed with this Agreement.
- 3b. The Guest Group agrees to make a second payment in the amount of **\$6,031.40** on or before **2/2/2020**
- 3c. The Guest Group agrees to make a third payment in the amount of **\$6,031.40** upon arrival
- 3d. Before the departure of the Guest Group from Silver Spur, the Guest Group will provide the information necessary to enable Silver Spur to complete a final invoice for the Event. The Guest Group agrees to make **final payment within 15 business days** after receipt thereof. A late charge of one percent (1%) per month will be assessed to the balance of past due accounts.
- 3e. The Guest Group agrees that, should the Guest Group fail to make payments in accordance with these provisions, Silver Spur will not grant access to any Silver Spur facilities nor shall Silver Spur be obligated to provide any services until such payment is made.
- 3f. The Guest Group agrees that failure to make payment in accordance with this Agreement does not remove any obligation that the Guest Group may have to do so.

REQUEST FOR ADDITIONAL FACILITIES/SERVICES

4. The Guest Group agrees that failure to make payment in accordance with this Agreement does not remove any obligation that the Guest Group may have to do so.

CANCELLATION

5. The Guest Group agrees that cancellation or reduction of this contract is possible only if Silver Spur is able to arrange a replacement group. If a replacement group is arranged that generates comparable or greater income, all but \$100.00 of the payments made will be refunded. If no arrangement is possible or if a replacement group generates less than the Contract Summary amount, the Guest Group agrees that it will pay the full minimum financial requirements of this Agreement or the difference between the Contract Summary amount and the amount generated by the replacement group, whichever is less.

GOVERNING GUIDELINES

- 6a. The Guest Group agrees to respect the beliefs and goals of Silver Spur, and to do nothing by word or act, or allow any member of the Guest Group to do likewise, that will in any way detract from or be offensive to same.
- 6b. The Guest Group will abide by the guidelines described in the Silver Spur *Guest Group Handbook* (which is incorporated herein by reference) as well as those contained in any other literature provided or that are posted on the grounds. The Guest Group accepts the responsibility of communicating these guidelines to the leadership of the Event and will follow through to ensure compliance.

- 6c. It is agreed that the Guest Group will arrive no sooner than nor will vacate the grounds any later than what is designated on the attached *Contract Summary*. The Guest Group also agrees that the Guest Group's participants may not occupy any lodging facilities prior to 3:00 p.m. on the date of arrival and shall vacate lodging prior to breakfast on the designated date of departure. **Failure to vacate lodging or any other facilities at the designated time(s) may result in the Guest Group being charged a late check-out fee not to exceed the daily published rate for each facility so affected.**
- 6d. The Guest Group agrees to sign and return this agreement with the initial payment on or before **11/18/2019** or it is understood that Silver Spur is free to negotiate with another group for the Event time, facilities and services described above and on the *Contract Summary*.
- 6e. The Guest Group agrees that this *Agreement* is not binding until a copy bearing signature of both parties involved is mailed to the person shown above as being the "contact" for the Guest Group.
- 6f. On or before **2/2/2020**, the Guest Group agrees to provide Silver Spur with a written copy of its program schedule, completed facility layout plans, additional facility and equipment requests and a final estimate of attendance. Silver Spur will assign final facilities once the information has been received.

INDEMNITY AND DAMAGES

- 7a. The Guest Group agrees to indemnify and hold Silver Spur harmless from all claims, losses, injuries, damages, expenses, fees including attorney fees, costs, and judgments that may be asserted against Silver Spur resulting from the Guest Group's acts or omissions and/or that of any of the Guest Group's guests, employees, agents, or representatives, or by reason of the Guest Group or the Guest Group's guests' presence on Silver Spur's campus. The Guest Group also agrees to provide insurance coverage in accordance with the Silver Spur *Guest Group Handbook*.
- 7b. The Guest Group agrees that its group is requested to place in order all facilities used prior to the group's departure from Silver Spur. The Guest Group agrees to pay or reimburse Silver Spur for any additional cleaning in excess of that which is usual and customary and for all losses and damages resulting from the Guest Group's guests' use of the facilities and services of Silver Spur.

ASSIGNMENT OF RIGHTS

- 8. The Guest Group agrees not to assign or transfer this *Agreement*, nor any interest in this *Agreement*, and that any action in violation of this provision will discharge the obligations of Silver Spur under this *Agreement*.

RESERVATION OF RIGHTS

- 9. Silver Spur reserves the right to:
 - a. Enter any room at any time for the purpose of inspection, repair, or emergency;
 - b. Reassign group members to alternate lodging;
 - c. Revoke privileges, including residence in or use of any building or facility, of any group member whose conduct, in Silver Spur's sole discretion, becomes injurious or potentially injurious to Silver Spur and/or the neighboring community; and
 - d. Change, without penalty, any facility or building reserved by, or guaranteed to, the Guest Group and provide a suitable substitute building or facility if such change is necessitated by situations beyond Silver Spur's control.

IMPOSSIBILITY AND IMPRACTICALITY

- 10. If Silver Spur's performance of this *Agreement* or any obligation under this *Agreement* is prevented, restricted, or interfered with by a cause beyond Silver Spur's reasonable control, and if Silver Spur gives the Guest Group prompt written notice of such cause, then the obligations of Silver Spur shall be removed. Causes beyond Silver Spur's reasonable control shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, and wars. The Guest Group agrees to pay for facilities used and services rendered up to the time of the cause removing Silver Spur's obligations.

ENTIRE AGREEMENT

- 11. ~~This Agreement contains all of the promises and covenants of Silver Spur and the Guest Group. There are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior oral or written agreements between the Guest Group and Silver Spur related to this event.~~

MDUSD
 K/L
 Silver Spur

SEVERABILITY

- 12. If any provision of this *Agreement* is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds any provision of the *Agreement* invalid and unenforceable, but that by limiting the provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

APPLICABLE LAW

- 13. This *Agreement* shall be governed by the state of California.

I, the undersigned, have read the Silver Spur Christian Camp & Retreat Center's *Guest Group Handbook* and both sides of this *Agreement* and agree to abide by their contents. I also certify that I may act as an agent for the Guest Group in matters of contract and financial encumbrance. Should the Guest Group fail to make payment, I agree to be held individually responsible for the financial obligation shown above.

Agent for the Guest Group

Name: Jose Espinoza
 Signature: _____
 Title: Assistant Superintendent
 Date: _____

Agent for Silver Spur

Name: Kristen Hughes
 Signature: _____
 Title: Guest Relations Coordinator
 Date: _____

Churches, businesses and organizations must return proof of event insurance naming Silver Spur as co-insured with this contract.



17301 Silver Spur Drive • Tuolumne, CA • 95379
spurcamp@silverspur.com
PH: (209) 928-4248 • FAX: (209)928-3899

Silverwood Elementary -MDUSD
Silverwood Elementary 2020
Shelley Harrison
1649 Claycord Ave.
Concord, CA 94521

Initial Invoice

Group #: 861

October 21, 2019

Charges

Silverwood Elementary 2020: 3/3/2020 to 3/6/2020

Due Date	Description	Rate	Amount
11-18-2019	Initial Deposit		\$3,015.70
02-02-2020	2nd Payment		\$6,031.40
03-3-2020	Contractual Minimum 03 nt / 09 ml 2020 Lodge Fess		\$6,031.40
03-27-2020	Additional Balance Due for Addl. Campers and Freetime Recreational Elements		TBD
			\$15,078.50

Payments

Current Charges:	\$15,078.50
Payments:	\$0.00

Contractual Minimum Amount Due: \$15,078.50



Guest Group Handbook



Guest Group Handbook

TABLE OF CONTENTS

INTRODUCTION	2
HANDBOOK OVERVIEW	2
GUEST USE	2
EVENT PLANNING	2
GUEST GROUP LEADER	2
SILVER SPUR STAFF	2
SUPERVISORS/COUNSELORS	2
MEDICAL STAFF/SUPPLIES	3
MEDICAL RELEASE	3
FACILITIES AND FURNISHINGS	3
RECREATION	3
SWIMMING POOL	3
WATERSLIDE	4
CAMPFIRES	5
GIFT AND SNACK SHOP	5
LODGING DETAILS – SILVER SPUR LODGE AND SILVER CREEK	5
LODGING DETAILS – SILVER RIDGE	5
LODGING ASSIGNMENTS AND FLOOR PLANS	5
MEALS	5
DINING ROOM OPTIONS	5
WRIST BANDS	6
TRANSPORTATION	6
ANIMALS	6
NEIGHBORS	6
INCOME GENERATING ACTIVITIES	6
USE OF THE SILVER SPUR NAME	6
CONFIRMING YOUR EVENT	6
CONTRACT	6
FEES AND CHARGES	7
DEPOSITS AND PAYMENTS	7
CONTRACT ADDITIONS	7
INSURANCE	7
WHEN YOU ARRIVE	7
ARRIVAL TIME	7
CHECK-IN	8
PERSONAL CONDUCT	8
PARKING	8
MAIL FOR PARTICIPANTS	8
EMERGENCIES	9
FIRE DRILL AND EVACUATION	9
MISSING PERSONS	9
QUIET HOURS	9
WAKE UP CALLS	9
COPIES/FAXES	9
DAMAGE	10
CHECK-OUT	10
AFTER YOU LEAVE	10
FINAL PAYMENT	10
LOST AND FOUND	10
FOLLOW-UP	10
EVENT MILESTONES	11

INTRODUCTION

HANDBOOK OVERVIEW

Thank you for your inquiry regarding use of the facilities at Silver Spur Christian Camp & Retreat Center (Silver Spur). This handbook contains critical information that will help make your event pleasant and as trouble free as possible. The Handbook also serves as a legal supplement to Silver Spur's Facilities & Services Agreement that you will be signing should you decide to use the camp's facilities.

GUEST USE

Silver Spur lodging, meeting and recreational facilities are available to churches and/or other non-profit organizations year-round except for Easter weekend, Thanksgiving weekend, Christmas Eve and Christmas Day.

EVENT PLANNING

GUEST GROUP LEADER

Every group shall have a designated Guest Group Leader who is at least twenty-three (23) years of age. It is preferable that this individual serve as the primary contact between the Guest Group and Silver Spur during the planning stages and throughout the course of the event.

The Guest Group Leader is responsible for all group members and events; shall be responsible for the condition of all equipment, materials and facilities used by their group; shall handle all emergency phone messages; and shall ensure that all areas utilized are returned to their original condition upon conclusion of each usage (i.e. decorations removed, trash deposited in receptacles, etc.)

The Guest Group Leader is also responsible for informing group members about and ensuring that their guests adhere to the provisions of this Handbook as well as all local, state, and federal laws concerning health, safety, and public order. Failure to comply with these regulations may result in removal of the offending individual(s), forfeiture of the privilege of using camp facilities and services, and/or termination of any *Agreement* existing between Silver Spur and the Guest Group.

SILVER SPUR STAFF

Throughout this *Handbook*, key dates are noted when certain events should occur during your planning process (these milestones are noted on page 10). Silver Spur staff members will be in contact with you throughout the planning and implementation process to make sure that these milestones are met and that Silver Spur is ready for your arrival.

When you arrive on camp, staff members will assist you with checking your group in and will be available throughout your stay to help with your needs as they arise.

SUPERVISORS/COUNSELORS

Silver Spur recommends the following ratios of Supervisors/Counselors to campers. At least 80% of the Supervisors/Counselors used to meet the supervision ratios should be at least 18 years of age and all Supervisors/Counselors should be at least 16 years old and at least two (2) years older than the minors with whom they are working. Since Silver Spur is open to public access, it is recommended that Supervisors/Counselors accompany minors at all times. Supervisors/Counselors must be present any time younger guests are in camp facilities and should assist younger campers to be on time to all camp activities and help them with Dining Hall prep and cleanup.

Camper Age	Number Staff	Overnight Campers	Day-only Campers
5 years and younger	1	5	6
6-8 years	1	6	8
9-14 years	1	8	10
15-18 years	1	10	12

MEDICAL STAFF/SUPPLIES

Since Silver Spur does not have a full-time medical facility or staff, it is recommended that each Guest Group Leader secure the services of a Doctor, Registered Nurse certified in First Aid, CPR and Rescue Breathing to handle medical and/or emergency situations. It is also recommended that all medications be entrusted to the group's nurse or medical personnel for disbursement.

All groups must supply their own first aid supplies. The Guest Group Leader should bring a first aid kit suitable for most minor emergencies. The Guest Group Leader shall also ensure that all group members are in good health and free from infectious or contagious diseases and/or parasitic infestations prior to arrival and will be responsible for all medical and health issues and incidents during the Group's stay.

MEDICAL RELEASE

It is recommended that organizations utilizing Silver Spur facilities obtain a *Medical Authorization and Liability Release* form signed by each participant and/or at least one parent or legal guardian if the participant is a minor. It is recommended that any release authorize hospital, physician and/or emergency medical treatment for all injuries and/or illnesses and release the group from all liability for such treatment.

FACILITIES AND FURNISHINGS

A Silver Spur staff person will contact you during the planning process to help you determine your group's needs and schedule facilities best suited to meet those needs. During your stay, Silver Spur staff will be available to help with the setup of your designated facilities and will handle moving all Silver Spur furnishings and equipment.

Most audio-visual equipment is provided without charge. Some specialized sound and video equipment (i.e. LCD projectors) can be reserved for an additional charge.

As you plan your event and decorating needs, please keep in mind that the following activities are prohibited:

- Attaching any object to any camp premise by nail, screw, and/or staples. Only painter's tape may be used.
- Altering the layout of any facility by removing or relocating interior and/or exterior furnishings and/or equipment.
- Tampering with or removing windows or window screens from any part of any building.
- Removing pictures, mirrors or other decorations attached to walls.
- Accessing locked electrical and/or sound/media equipment.
- Using and/or unlocking common area doors which are to be locked or are in areas not contracted for your group's use.
- Forcing heater timers to stay on by use of tape or other method.
- Use of soap or oil on the lawns.
- Water balloons except as part of an organized activity. If used as part of an activity, group must pick up all balloon pieces and dispose of properly.

Also note that craft tables must be covered. Table coverings can be obtained through the office.

RECREATION

Silver Spur staff will provide you with an *Activities & Recreation Information* sheet detailing recreation opportunities and equipment provided onsite. Please note that recreation facilities are shared by all groups, however, Silver Spur staff will work with you to ensure that your group's recreational needs are met. Some activities require an additional fee.

SWIMMING POOL

Silver Spur's swimming pools are available for use from May 1 through September 30. The Silver Creek pool is available only to groups renting facilities at Silver Creek.

Groups must provide their own certified lifeguards. Per California state law, the ratio is one certified guard per 25 participants in the water. Guards must possess an American Red Cross Lifeguard Certificate, YMCA Swim Lifeguard Certificate, or other equivalent certificate.

In addition to lifeguards, groups must provide one adult supervisor for each 25 individuals in the pool area. The role of the adult

supervisor(s) is to monitor guest activity on the pool deck and to help insure that no more than 25 guests are in the water for each lifeguard on duty (see Pool Maximum Occupancies chart below). If the group is unable to provide adult supervisors, the number of individuals in the pool area (in the water and/or on the deck) will be limited to 25 individuals per lifeguard on duty.

Children under 7 years of age, regardless of their swimming ability, must be accompanied by an adult at all times in the water and on the deck. Children who cannot swim and children 7 years or older who are under 48" tall must be accompanied by an adult in the water at all times. Individuals accompanying children may not also serve as an adult supervisor as described in the previous paragraph.

Upon request, Silver Spur may be able to provide lifeguarding services if a qualified staff member is available. The group, however, is still responsible for providing adult supervisors in the ratios noted above.

Pool Maximum Occupancies

Creek Pool

Lodge Pool

	Adult Supervisors	None	One	Two	Three	Four
1 Lifeguard	Max Guests in Pool	25	25	25	25	25
	Max Guests Total	25	50	75	100	125
2 Lifeguards	Max Guests in Pool	50	50	50	50	
	Max Guests Total	50	75	100	125	
3 Lifeguards	Max Guests in Pool	75	75	75		
	Max Guests Total	75	100	125		
4 Lifeguards	Max Guests in Pool	100	100			
	Max Guests Total	100	125			
5 Lifeguards	Max Guests in Pool	125				
	Max Guests Total	125				

Lifeguards and Silver Spur staff are the only ones authorized to grant access to the pool areas. The following guidelines must be followed by guests when in the pool areas:

- No one is allowed in any pool area without a certified lifeguard on duty nor shall they enter any pool area by climbing over the fence.
- Lifeguards have complete authority in the pool areas and have the authority to ask anyone, including adults, to leave the pool area if they are behaving in an unsafe manner.
- Only modest swimming apparel is allowed at Silver Spur. If a female participant is wearing a 2-piece swimsuit that does NOT cover the midriff, we ask that they put a colored (not white) tank top or t-shirt over their swimsuit. Tankinis that cover the midriff are acceptable.
- With the exception of water in plastic bottles, food and drinks are not allowed inside the fenced pool area .
- Running, diving, dunking and horseplay including pushing or throwing other guests into the pool is prohibited.
- Lifesaving or pool cleaning equipment are to be used only by Silver Spur staff or on-duty lifeguard.
- Only Silver Spur approved recreation equipment may be used in the pool.
- Pool lights must remain on whenever the pool is open after dusk.
- Pool gates must be locked after each use.

WATERSLIDE

The Silver Spur waterslide is available May 1 through September 30 at an extra cost. Riders must be at least six years old and over 48 inches tall. The slide is not intended for individuals weighing over 240 lbs., pregnant women or persons with certain physical conditions. For the safety of guests, Silver Spur staff will monitor any and all waterslide activities. All applicable swimming pool guidelines will be enforced in the slide area.

CAMPFIRES

Campfires are allowed in the Amphitheater and Silver Creek fire pits only and will be setup by Silver Spur staff upon request. The Guest Group Leader will be provided with a fire starter bag at check-in.

GIFT AND SNACK SHOP

Silver Spur's Gift Store can be opened year-round during afternoon free times upon request. The Snack Shop may be available during the months of June, July, and August as well as weekends in May and September upon request.

LODGING DETAILS – SILVER SPUR LODGE AND SILVER CREEK

Lodging at Silver Creek and at the Lodge consists of traditional camp-style rooms that are modestly furnished with bunkbeds. Most rooms sleep six to eight individuals. Bathrooms and shower facilities are shared among several rooms. Please be advised that no other amenities are provided either in the rooms or bathrooms.

Guests provide their own bed linens/sleeping bags, toiletries, alarm clocks, hangers, reading lights, etc. The Guest Group Leader may also want to bring additional linens and/or sleeping bags per chance any of their guests forget to do so. Silver Spur may be able to provide a limited number of linen sets at an extra cost.

To prevent the possibility of fire, **hot plates and appliances are not permitted in any of the cabins or guest rooms.** Blow dryers are discouraged.

LODGING DETAILS – SILVER RIDGE

Silver Ridge sleeps 24 and features six bedrooms of varying capacities. Bedrooms have full size, bunk and/or twin beds and private baths. While linens are provided, guests must provide their own toiletries, alarm clocks, hangers, reading lights, etc.

LODGING ASSIGNMENTS AND FLOOR PLANS

When assigning rooms, the Guest Group Leader should keep in mind that each guest must be assigned to a single bed. To help in case of emergency, the Guest Group Leader will be expected to present an alphabetized list of all guests and their room numbers upon arrival. Silver Spur Lodge and Silver Creek may be shared with other groups. To protect the privacy of others, guests should always be respectful of areas designated for other groups.

MEALS

Most Guest Groups take advantage of Silver Spur's buffet style dining program. Age-appropriate menus are determined by Silver Spur's food service staff, and, although they provide variety, they allow for limited adaptation by group leaders especially if the dining area is being shared by multiple groups. Special dietary needs of individuals, however, may be accommodated with at least 14 day advance notice.

Breakfast is served from 8:00 a.m. to 8:45 a.m., Lunch from 12:00 p.m. to 12:45 p.m., and Dinner from 5:30 p.m. to 6:15 p.m. Meal starting times should be closely observed in order to ensure optimal service. Camp staff will ring a bell at meal times. For an additional fee, guest groups may have snacks catered at other times of the day. The location of such snacks may vary depending on group needs and the availability of suitable facilities.

Because of state health regulations, groups are not allowed to do their own cooking nor are they allowed to host pot-luck dinners. Exception is made only for day-use school groups that may bring sack lunches.

DINING ROOM OPTIONS

Self Service

Lodge and Silver Creek Groups are required to assign at least three (3) Dining Room Assistants to assist staff with dining room setup and cleanup. Dining Room Assistants should report to the appropriate dining area 30 minutes before each meal to help with setup and remain for 15 minutes after the meal to help with cleanup. The specific number of assistants needed will be determined based on final group size.

Full Service

Available at our Silver Ridge House only. Silver Spur will take care of the dining room setup and cleanup.

WRIST BANDS

For security reasons, Silver Spur will assign the Guest Group Leader color-coded wristbands for their group members. It is the Guest Group Leader's responsibility to ensure that their guests wear their wristbands throughout the duration of their stay.

TRANSPORTATION

Due to limited parking, it is recommended that groups travel by van, bus or carpool. Vehicles should not to be driven through the camp unnecessarily and drivers must adhere to all California laws and posted restrictions. Silver Spur cannot provide any form of public transportation. If you desire to host off-camp activities, you will need to make arrangements with a private transportation firm.

ANIMALS

Only Service Animals are allowed at Silver Spur. Service category pets include pets prescribed for Seeing/Vision Impaired, Therapy or Companion. All such pets must have a vest designating what type of service they provide.

Service animals are required to:

- Wear their service vest at all times
- Be in the guest's care at all times
- Be on leash when not in their lodging
- Be immediately cleaned up after

This policy also applies to guests who bring/lodge in RVs.

NEIGHBORS

The land surrounding Silver Spur is private and should be respected as such. Individuals trespassing on private property near the camp may be asked to leave the camp permanently.

INCOME GENERATING ACTIVITIES

Guest Groups may conduct limited income generating activities provided they do not compete with Silver Spur activities. Such activities must be approved in advance by Silver Spur.

USE OF THE SILVER SPUR NAME

Silver Spur's name may be used for the purpose of referencing the location of the Guest Group's event. Unless authorized by the camp, however, the Guest Group agrees that it will not use the name Silver Spur Christian Camp & Retreat Center in any printed material, brochure, mailer, web site, or similar items in a manner that infers that the camp is a sponsor or co-sponsor or is in any way affiliated with the Group unless such use is previously approved by the Silver Spur Executive Camp Director.

CONFIRMING YOUR EVENT

CONTRACT

Once you have determined that you would like to use Silver Spur's facilities for your event, please contact Silver Spur. A Silver Spur representative will discuss your facility needs and prepare a *Contract Summary*. The *Summary* will itemize the minimum fees for lodging, facilities and/or meals for which you will be responsible.

Once Silver Spur has confirmed that Silver Spur can meet your group's needs, the *Contract Summary* will be forwarded to you along with a *Facilities & Services Agreement*. The *Agreement* will serve as a legally binding agreement between you/your organization and Silver Spur stating your contracted minimums.

By signing the *Agreement*, you will be agreeing to pay the minimum contracted amount plus any additional amounts that may become due because of increased attendance or because of the use of additional facilities, equipment, etc. Because of this, you should be as realistic as possible when contracting the minimums for your event.

Reductions to the contracted minimum amount and/or cancellations are possible only if Silver Spur is able to arrange a replacement group generating comparable income for the selected dates and facilities.

If the Group chooses not to utilize any or all contracted facilities or lodging, and/or chooses not to eat any contracted meals after the group's arrival, there will be no reduction of fees below the agreed upon minimum.

Silver Spur will be agreeing to provide the minimum contracted facilities and services plus it will summarize the maximum number of meals and/or lodging that Silver Spur will set aside for your group per chance you exceed your minimums. If, for any reason, Silver Spur is required to make a facility change after the signed *Facilities & Services Agreement* has been received, the Guest Group will pay the lesser amount between the contracted facility and the facility utilized. If Silver Spur is negligent in providing contracted services or equipment, reimbursement may be negotiated.

You will have 10 business days to sign and return the *Agreement* to Silver Spur with the required deposit or your requested dates will be released.

FEES AND CHARGES

You may request a rate sheet, however, due to the complexity of the Silver Spur pricing structure, most groups find it easier to obtain an estimate by calling Silver Spur. An estimate will be provided based upon lodging, facility, meal and recreational needs.

DEPOSITS AND PAYMENTS

An initial deposit is due at the time the *Facilities & Services Agreement* is returned to Silver Spur. The initial deposit shall be twenty percent (20%) of the contracted minimum amount, but not less than \$100.00.

Full payment of the balance of the contracted minimum is required before arrival as per the terms listed below. Access to Silver Spur facilities will not be granted until payment is received. Groups may make payment prior to scheduled dates.

- 40% of minimum contract due 30 days prior to arrival.
- 40% of minimum contract due upon arrival.
- All additional fees resulting from increased attendance or contract changes are due within 15 business days from the date that a final invoice is issued.
- Interest charges may be assessed from the due date on any unpaid balance.

CONTRACT ADDITIONS

Additional lodging, meals, meeting space, etc., may be requested after a *Facilities & Services Agreement* has been signed. Silver Spur can only honor such a request if ample facilities are available. A supplemental written agreement may be required.

INSURANCE

Guest Groups must submit an insurance certificate with the signed *Facilities & Services Agreement*. The certificate must evidence liability insurance for all of the Group's members, including not less than \$1,000,000 bodily injury and \$300,000 property damage or single limit coverage of not less than \$1,000,000.

The certificate should name Silver Spur Christian Camp & Retreat Center as an additional insured and should include the dates of coverage for your event. An insurance rider usually can be provided through an existing **business/organizational** policy. The Guest Group Leader agrees to provide Silver Spur immediate notice of any cancellation or modification of the required coverage.

WHEN YOU ARRIVE

ARRIVAL TIME

Your arrival time will be worked out with Silver Spur's staff and will be noted on the *Facilities & Services Agreement*. The arrival and

departure times will be determined based upon the type of event being conducted and availability of facilities.

For groups using camp lodging, please note that if your arrival time is scheduled prior to 3:00 p.m., your guests will not be able to check into their rooms until after 3:00 p.m. due to cleaning schedules.

For security reasons, guests are not allowed to arrive after 10:00 p.m. unless previous arrangements have been made.

CHECK-IN

Unless other arrangements have been made, the Guest Group Leader should check in with the designated Silver Spur staff person in the Silver Spur office upon arrival to discuss any last-minute changes; present lodging assignments; pick up extra linen sets and make any required payments.

A location for individual check-in will be assigned to each group. The Guest Group Leader is solely responsible for checking in their individual group members. Depending on the time of day, guests arriving during the event will be directed to the assigned registration area.

It is highly recommended that the Guest Group Leader arrive earlier than the group to make the necessary arrangements and set up their registration area. Since no buildings will be opened until the Leader has officially checked in, arriving early will ensure that the group's guests will not be detained in their personal check-in. The Leader may post directional signs for their guests provided that any signs are removed before the group's departure.

PERSONAL CONDUCT

Guest Group Leaders should do nothing by word or act, nor allow any of their guests to do likewise, anything that will detract from the mission of Silver Spur Christian Camp & Retreat Center. All individuals will abide by California law, federal law, and camp regulations regarding public behavior, sanitation, fire hazards, and conservation of natural resources.

In addition, the Guest Group Leader should convey to their guests that the following activities are strictly prohibited on camp:

- The possession and/or use of alcohol and/or controlled substances. Tobacco products may be used outdoors only in designated areas with ash trays/cans.
- Possession of firearms, weapons, ammunition, fireworks, explosives, and/or highly flammable materials.
- Use of silly string or sidewalk chalk
- Use of candles, matches or any type of open flame within buildings.
- Profanity, immoral conduct and/or excessive noise.
- Gambling.
- Food fights.
- Riding of bicycles and skateboards.
- Removing mattresses from rooms/cabins.

Failure to abide by these rules of personal conduct may result in warning and/or expulsion from Silver Spur property.

PARKING

Cars must be parked in designated areas. RV's must be preapproved by Silver Spur staff and must park in designated RV spaces. Silver Spur staff should be consulted regarding parking of busses at the time of arrival. Silver Spur is not responsible for theft or damage to vehicles.

MAIL FOR PARTICIPANTS

Incoming mail will be delivered to the Guest Group Leader as soon as is practical upon receipt from the Postal Service (usually late afternoon). Outgoing mail can be deposited at Silver Spur's office between 9:00 a.m. and 12:00 p.m. Monday through Friday.

Please instruct persons sending mail to your guests to put attention the name of YOUR ORGANIZATION on the envelope so when mail arrives, they can be located easily.

The address should read: Silver Spur Camp
Attn: YOUR ORGANIZATION NAME
17301 Silver Spur Drive
Tuolumne, CA 95379

EMERGENCIES

Should an accident or other emergency arise:

- If the emergency involves personal injury, stabilize but do not move the victim and notify your medical team.
- If the emergency is serious and/or life threatening, dial 9-911 from any camp phone. Camp phones are located directly outside the Lodge Lobby doors, outside the meeting hall at Silver Creek and in Silver Ridge. Due to limited cell phone coverage, it is suggested that the Guest Group Leader become familiar with all phone locations.
- Wait for the emergency teams to arrive. They are best suited to provide emergency medical attention. Please note that the fire truck often arrives before the ambulance and emergency medical crew.
- A Silver Spur staff person should be contacted in the camp office or by calling extension 102 from a camp phone once the situation is under control so that an incident report can be completed.

For other serious illnesses or injury, contact the following. Transportation for ill or injured guests must be provided by the Guest Group.

Sonora Regional Medical Center
1000 Greenley Rd
Sonora, CA 95370
(209) 536-3514

FIRE DRILL AND EVACUATION

Upon arrival, the Guest Group Leader will be familiarized with Silver Spur's fire notification procedures and evacuation plans. It is the Guest Group Leader's responsibility to communicate this information to their participants. If your group will be onsite more than two days, Silver Spur will work with you to conduct a fire drill within the first 24 hours of your visit.

MISSING PERSONS

In the event, one of your guests appears to be missing, contact your leadership and friends to ascertain when he or she was last seen and what he or she was wearing. It may also be helpful to know the participant's mood (angry, upset, homesick, etc.). Check the guest's room to see if clothing or baggage has been taken.

If the person is not located, obtain the assistance of Silver Spur staff to search the camp. If the participant is not found after a reasonable time, Silver Spur staff will contact the local sheriff's office.

QUIET HOURS

Quiet hours are from 10:00pm-7:00am. No amplified sound or intentional loud noises outside after 10:00pm. This is a courtesy to groups that may be using other areas of the camp, and to our neighbors.

WAKE UP CALLS

There are NO Wake Up Calls. Campers should bring an alarm. Out of respect for other Silver Spur guests, staff and students who may be on a different schedule, please refrain from any public wakeup calls of your own design.

COPIES/FAXES

The Guest Group Leader and/or his designated representative(s) will have access to fax and copy services located in Silver Spur's office between 9:00 a.m. and 4:00 p.m. Monday through Friday. Prices vary based upon volume and payment must be made at the time that services are rendered. If your group will need to utilize the copier, a list of designated staff should be presented to Silver Spur upon arrival.

DAMAGE

The Guest Group Leader is responsible for the conduct of their guests. Any damage resulting from guest activity, whether intentional or accidental, is the responsibility of the Guest Group Leader. Typically, any fees assessed to pay for damage will be based upon a fair estimate for repair. Certain activities, however, will result in predetermined fees as follows:

- | | |
|--|-----------|
| • Smoking/fumigation charges per room | \$100.00 |
| • Setting off fire alarms | \$100.00* |
| • Tampering with any electrical or emergency equipment | \$100.00* |
| • Discharging fire extinguishers | \$50.00* |
| • Damaged linens | \$25.00 |

* Fee charged in addition to actual repair costs if device damaged.

CHECK-OUT

A group check-out time will be noted on the *Facilities & Services Agreement*. The Guest Group Leader should schedule all activities so as to allow for all members of the group to be off of the Silver Spur property by the scheduled time.

Guests using lodging facilities are to vacate their sleeping quarters prior to breakfast on the designated date of departure. Rooms must be left clean. Mattresses should be tilted on their sides to ensure that trash and personal items have been collected, trash should be deposited in the proper receptacles and floors should be swept. Areas around lodging and meeting facilities should be canvassed for trash.

Silver Spur will not be held responsible for any personal items left in any rooms after check-out time. Any personal articles left in lodging or other facilities after the appropriate check-out times will be removed to a central storage location thereby allowing Silver Spur staff adequate time to prepare for the arrival of the next group.

As your event/conference draws to a conclusion, but before leaving the property, the Guest Group Leader should contact the Silver Spur office to discuss any final billing information including final counts, additional charges, fees for damage, etc. Failure to do so will result in an implied agreement on the part of the Guest Group Leader to pay any final invoice issued by Silver Spur.

AFTER YOU LEAVE

FINAL PAYMENT

A final invoice will be sent to you shortly after the end of your event. You will have 15 business days from the date issued in which to make your final payment.

By signing an *Agreement*, the Guest Group agrees to reimburse the camp for all reasonable collection costs, including professional fees and other expenses incurred in collecting fees and charges, whether or not any legal action is taken should the need arise. In the event legal action is taken to enforce any portion of any *Agreement*, including but not limited to the collection of fees and charges, Silver Spur will be entitled to costs and attorney fees, including trials and appeals.

LOST AND FOUND

If lost items are found, Silver Spur will make every effort to identify the owner and return the items if ownership can be determined. If items must be mailed or shipped, the Guest Group will be responsible for any costs of shipping. Lost and found items will be held for sixty (60) days. After that date, all items will be donated to a compassionate ministry of Silver Spur's choosing.

FOLLOW-UP

During the course of your event, please feel free to have your Guest Group Leader contact Silver Spur if there are any questions or concerns. After the event, Silver Spur would appreciate hearing about how your experience went.

EVENT MILESTONES

Once you have contracted your event with Silver Spur Christian Camp & Retreat Center, it is important to keep the following events in mind:

10 business days after receipt of *Facility and Services Agreement*

Return contract with 20% deposit
Return proof of insurance

30 days prior to arrival

Submit second payment
Submit event/conference schedule
Return completed floor plans
Return equipment request form

At check-in

Submit third payment*
Submit lodging lists

At Check-out

Return all equipment
Discuss final billing

15 business days after departure

Make final payment
Return evaluation form

* Please remember that access to Silver Spur facilities will not be allowed until payment has been received for the entire contracted minimum prior to check-in.



Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Conservative Baptist Association of Northern California

2 Business name/disregarded entity name, if different from above
Silver Spur Christian Camp

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) **501-C-3**
 Exemption from FATCA reporting code (if any) _____

5 Address (number, street, and apt. or suite no.) See instructions.
17301 Silver Spur Drive

6 City, state, and ZIP code
Tuolumne, CA 95379

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

				-			-				
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or

Employer identification number

9	4	-	6	0	5	0	0	5	0
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Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ **Victor Conner** Date ▶ **February 7, 2018**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*