

FEB 24 2018

FEB 23 2016

Purchase Requisition # R89637

BUDGET & FISCAL

ADUSD

On File

W-9

Attached

Insurance

MT. DIABLO UNIFIED SCHOOL DISTRICT

1936 Carlotta Drive

Concord, CA 94519

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

THIS AGREEMENT is made this 15 day of December, 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 \$ 12,847.50 for Services 197 - 0343 - 10 - 5895 \$ 12,847.50

The basis of the fee for Services shall be as follow _____ \$ _____

- a. \$ _____ per hour, _____ \$ _____
- b. \$ _____ per day, or _____ BUDGET CODE(S) _____
- c. \$ 12,847.50 per engagement.

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 April 26, 2016. 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 B 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.

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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

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 & Retreat Center
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

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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

By: Cynthia Goin
 Signature of Principal/Budget Administrator Date

Title: Cynthia Goin, Principal
 Print Name and Title

Name of Company/Organization or Independent Contractor/Consultant

By: [Signature] 2-21-16
 Signature of Contractor/Consultant Date

Title: JOHN MYERS
 Print Name and Title

Authorized and Approved by:

[Signature] 2/26/16
 Superintendent or Designee Date

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

 Originator's Signature Date Site/Department Originating this Contract

 Print Name of Originator and Title

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

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

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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**

Partial Payment/Deposit of \$1,287.00 due on January 14, 2016

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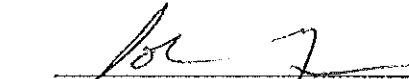
EXHIBIT B
Contractor REQUIRED to Complete
CRIMINAL BACKGROUND CHECK CERTIFICATION

Mt. Diablo Unified School District
Consultant/Independent Contractor Agreement - Criminal Background Check

Name of Independent Consultant/Contractor:		Silver Spur Christian Camp + Retreat Center
Services to be performed under the Agreement:		Use of Lodge, activities and meals
Schools/Locations where services will be performed:		17301 Silver Spur Dr., Tuolumne, CA. 95379
Total amount to be paid by the District under this Agreement:		\$12,847.50 Based on 90 campers
Term of Agreement:		Deposit of \$1,287.00 due now to reserve dates.
Check the applicable box(es) and fill in any blanks.		
1	<input type="checkbox"/>	I certify that none of my employees, nor myself, will have more than limited contact (as defined by the District) with District students during the term of the Agreement. Therefore, we have not been fingerprinted.
2A	<input checked="" type="checkbox"/>	If this box is checked, then Box 2B also applies and must be checked to indicate these employees have been fingerprinted. The following employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement (attach and sign additional pages, as needed):
2B	<input checked="" type="checkbox"/>	I certify that the employees noted in 2A above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.


Certification by Contractor/Consultant

"I certify that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the District, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the District immediately."



 Independent Contractor/Consultant Signature
 John Myers

 Print Name
 Independent Contractor/Consultant



 Superintendent or Designee's Signature
 Jonathan Eagan

 Print Name
 Superintendent or Designee's Signature

2-21-16

 Date

2/26/16

 Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/23/2016

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(les) must 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: Laura Pul PHONE (A/C, No, Ext): (800) 995-7525 FAX (A/C, No): (800) 995-7521 E-MAIL ADDRESS: laura@churchandcasualty.com																						
INSURED CONSERVATIVE BAPTIST ASSOCIATION OF NORTHERN 17301 SILVER SPUR DR TUOLUMNE CA 95379-9638		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Church Mutual Insurance Co</td> <td>18767</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Church Mutual Insurance Co	18767	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES **CERTIFICATE NUMBER: 16-17** **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:	X		0106098-02	2/14/2016	2/14/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS - COM/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE	OTH- ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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 on behalf of Wren Ave School located on Insured's premises, 17301 Silver Spur Drive, Tuolumne, CA on April 26-29, 2016. Certificate holder is 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

CERTIFICATE HOLDER deroqued@mdusd.org Mt. Diablo USD, its officers, officials, agents, employees & volunteers 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 J Taheri Kenari/JANIC <i>Janice Taheri Kenari</i>
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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 USD, its officers, officials, agents, employees & volunteers	
Address:	1936 Carlotta Drive	
	Concord	CA
	City	State
		94519
		Zip
Activity:	work performed by Silver Spur Camp Staff on behalf of Wren Ave School located on Insured's premises, 17301 Silver Spur Drive, Tuolumne, CA policy#:0106098-02	
Date(s):	April 26-29, 2016	

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.



17301 Silver Spur Drive • Tuolumne, CA • 95379

spurcamp@silverspur.com

PH: (209) 928-4248 • FAX: (209)928-3899

John Myers
Executive Director

Kristen Hughes
Guest Services Coordinator

Group Contract

Tuesday February 23, 2016

ORGANIZATION INFO

Name **Wren Avenue Elementary School**
Address **3339 Wren Ave**
City / State / Zip **Concord, CA 94519**
Group Leader **Myrna Fanucchi**
Email

GROUP INFO

Reservation # **173**
Group Name **Wren Avenue Elementary School 2016**
Phone
Work Phone **925-685-7002**
Type **Outdoor Ed**
Facility **LODGE**

DATES

Arrival **26-Apr-2016** Time **3:00 pm**
Departure **29-Apr-2016** Time **10:00 am**
Lodging Checkout Time **9:00 am**

GUESTS

Minimum # **90** Maximum **140**

RESERVATIONS

Reservations

Resource	Starting	Ending	Comments
Lodge: Lodging/Meals	Apr 26, 3:00 pm	Apr 29, 10:00 am	Outdoor Ed 3nights/8meals with A La Carte Classes

SPECIAL REQUESTS / MEALS

Special Requests **4 Branding Iron rooms Included for groups over 100 guests. Additional 10% per person for Poolside Rooms. OE classes at \$5per student; Addl Rec at hourly rate. Additional surcharge of \$3.00 per adult, per night if adult-child ratio exceeds 1:5.**

First Meal **Dinner** Last Meal **Breakfast**

FINANCIAL INFORMATION

Rate Per Person **\$143.00** For Individual Full-Time Guests

Please remit the non-refundable deposit of \$1,287.00, sign and return this form by March 21, 2016 to confirm your reservation.

Fees to Date: **\$12,870.00** Paid to Date **\$22.50** Balance: **\$12,847.50**

Explanation of Rates: **2015 Outdoor ed rate with 1 less meal.**

Rates inclusive of items/areas as contracted. There will be no refunds for missed meals or unused lodging.

TERMS & CONDITIONS

Facilities and services will be confirmed only if the signed group contract and deposit are received by the due date.

Silver Spur is a closed camp, which means that all persons must check in at the camp office before joining groups.



The "Fees to Date" are based on the minimum number of persons contracted. In the event of cancellation, your group will be billed the minimum amount due Silver Spur, less any monies received from re-booking the portion of the facility reserved as specified above. Silver Spur will make all reasonable efforts to re-book the facilities to others. Payment for the entire bill must be made before departure.

Fourteen (14) days prior to your event, please call Silver Spur to review "Event Planning Worksheet".

Seven (7) days prior to arrival, please call us with an update of the number of persons attending.

1. A CERTIFICATE OF LIABILITY INSURANCE naming Silver Spur as additional insured must accompany your contract. (Risk Management Requirement)
2. IF AN ACCIDENT OCCURS it will immediately be reported to the camp staff person on duty. Insurance protection is the responsibility of the individual and/or the sponsoring group. The above named group and its representatives agree to indemnify and hold harmless Silver Spur Christian Camp and Retreat Center, its officers, agents and employees from and against every expense, including attorney's fees, liability or payment by reason of any damages or injury to person (including death) or property (including loss of use or theft thereof) arising out of or in connection with the conference, including use of occupancy of Silver Spur property, facilities or equipment, provided that such damages or injury are caused in whole or in part by the group, its officer, agents, employees or participants. In the case of any dispute between an injured party and Silver Spur Christian Camp and Retreat Center, the injured party shall agree to a binding arbitration hearing by a mutually agreed upon impartial arbitrator.
3. ILLNESS/ACCIDENTS - The group understands it is responsible to transport members of their group to and from the hospital/doctor.
4. CAMP STAFF - The group agrees to provide sufficient staff (program, counselors, lifeguard with current credentials, and a nurse or first aid provider) to be responsible for the care and discipline of the campers and equipment used. Additionally, the group will provide its own first aid supplies. Furthermore, a 1:8 ratio of counselor to campers should be maintained, with adequate nighttime supervision of campers.
5. CLEAN UP - The group agrees to respect the camp grounds, by maintaining continual cleanliness of the facilities; both in- and outside. The group has the option to do a general clean-up of the facilities and grounds prior to check out the final day, or INCUR AN ADDITIONAL CHARGE OF \$2.00 PER PERSON.
6. DAMAGES/THEFT - The group agrees to pay for any damages (beyond normal wear) to, or theft of, camp property. Such charges will be added to the final bill to be paid prior to the group's departure. Silver Spur is not responsible for lost or stolen items.
7. K.P. DUTY - Unless full service has been arranged the group agrees to assist the Silver Spur staff in setting the tables before meals and clearing the tables after each meal. (Generally one person per table, 15 minutes prior and 15 minutes after each meal, is sufficient.)
8. RESTRICTIONS - Illegal drugs, alcoholic beverages, firearms, pets, and dancing (other than folk or square dancing) are not permitted on the conference grounds. Smoking is not permitted in the buildings
9. BOOK/GIFT SALES - No person or firm is permitted to conduct any business or sales without the prior consent of the Executive Director of the camp. A gift shop is operated by the camp and is generally open during a group's free time.
10. CAMPUS USAGE - The group understands that other groups may be utilizing Silver Spur. The group agrees to cooperate with the Silver Spur management and the other group(s) to ensure the most effective use of the facilities. In order to facilitate this, the group agrees to provide a schedule of events in advance of their arrival.
11. FINAL NUMBERS - Total group numbers are REQUIRED 7 days prior to arrival. Final billing is based on this number, if above the minimum contracted number.
12. CHECK-IN/CHECK-OUT - Unless prior arrangements have been made, rooms are available two hours prior to the first meal, and must be vacated at time specified. Silver Spur reserves the right to determine which bedrooms/cabins will be utilized; DOUBLE OCCUPANCY is minimum requirement.
13. RETURN THE CONTRACT (both copies) AND DEPOSIT BY DUE DATE (Late returns are subject to PER PERSON RATE INCREASE OF 5%). The date reserved will not be held without a signed contract and deposit. FEE for late return of EVENT PLANNING WORKSHEET is \$50.00/DAY for each day, after the "Return By" date.
14. NATURAL DISASTER: A flood, fire, earthquake etc., that precludes Silver Spur from being utilized, neither party, will be bound by this contract, and any moneys received will be returned. Reasonable effort must be made by both parties to execute the contracted event.

I ACCEPT THE TERMS, CONDITIONS, AND AM CONFIRMING THE DATE AND CONTRACTED ITEMS. THIS CONTRACT IS NULL AND VOID WITHOUT AGREEMENT AND ADHERENCE TO ALL CONTRACTED ITEMS.

 _____ Signature of authorized person	Principal _____ Title or position	2/23/16  _____ Date
_____ Signature of Silver Spur Representative	_____ Title or position	_____ Date