

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 14th day of Nov., 2017, 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 \$ 16,864.00 for Services 143 - 0343 - 10 - 5895 \$ 16,864.00

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

- a. \$ _____ per hour, _____ - _____ - _____ - _____ \$ _____
- b. \$ _____ per day, or _____ BUDGET CODE(S)
- c. \$ 16,864.00 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 March 27, 2018. 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.

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

CONTRACTOR

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

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

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 Cmap & Retreat Center

Name of Company/Organization or Independent Contractor/Consultant

By: [Signature] 12/5/17
Signature of Principal/Budget Administrator Date

By: [Signature] 11-13-17
Signature of Contractor/Consultant Date

Title: Ryan Shochy / Principal
Print Name and Title

Title: Victor Conner, Executive Director
Print Name and Title

Authorized and Approved by:

[Signature]
Superintendent or his/her Designee Date

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

[Signature] 12-6-17
Originator's Signature Date

Highlands Elementary School, 5th Grade
Site/Department Originating this Contract

Jody Sparks, 5th Grade Teacher/Outdoor Ed. Coordinator
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

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."

EXHIBIT B

Contractor REQUIRED to Complete

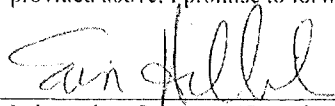
CRIMINAL BACKGROUND CHECK CERTIFICATION

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:		Outdoor Education Camp
Schools/Locations where services will be performed:		Highlands Elementary / Silver Spur Camp
Total amount to be paid by the District under this Agreement:		\$ 16,864.00
Term of Agreement:		
<i>Check the applicable box(es) and fill in any blanks.</i>		
1		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

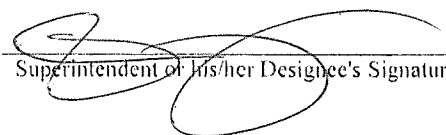
"I certify that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the District, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the District immediately."



Independent Contractor/Consultant Signature

Erin Hilliker 02/12/2018

Print Name Date
Independent Contractor/Consultant



Superintendent or his/her Designee's Signature

Print Name Date
Superintendent or his/her Designee



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/13/2017

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: Kelly Grant CISR PHONE (A/C, No, Ext): (800)995-7525 E-MAIL ADDRESS: kelly@churchandcasualty.com FAX (A/C, No): (800)995-7521	
INSURED CONSERVATIVE BAPTIST ASSOCIATION OF NORTHERN CALIFORNIA AND SILVER SPUR CAMP 17301 SILVER SPUR DR TUOLUMNE CA 95379-9638		INSURER(S) AFFORDING COVERAGE INSURER A: Church Mutual Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 18767	

COVERAGES CERTIFICATE NUMBER: CL17111371272 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"/> PROJECT <input type="checkbox"/> LOC OTHER:		Y	0106098-02-973970	02/14/2017	02/14/2020	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 <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			0106098-09-975137	05/17/2017	05/17/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ property damage \$	
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			0106098-81-997023	05/23/2017	05/23/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/>	N/A	0106098-07-990784	06/01/2017	06/01/2018	<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's Staff on behalf of Highlands Elementary School on Insured's premises, 17301 Silver Spur Drive, Tuolumne, CA on March 27-29, 2018. 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 run/or conducted by the Named Insured are excluded. *Refer to attached A2014 endo.
*Revision 02/15/2018

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
Brandy Butters

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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		
Address: 1936 Carlotta Drive		
Concord City	Ca State	94519 Zip
Activity: Work performed by Silver Spur's Staff on behalf of Highlands Elementary School on Insured's premises, 17301 Silver Spur Drive, Tuolumne, CA Policy #0106098-02-973970		
Date(s): March 27-29, 2018		

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)

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Copyright, ISO Properties, Inc., 2004.

Page 1 of 1



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

Contract Summary

Group #: 517

November 13, 2017

Highlands Elementary -MDUSD
Highlands Elementary 2018
Mrs. Jody Sparks
1326 Pennsylvania Blvd.
Concord CA 94521

Charges

Highlands Elementary 2018: 3/27/2018 to 3/29/2018

Date	Quantity	Description	Rate	Amount
03-27-18		Arrival Time 11:00 AM		\$0.00
03-27-18	92	02 nt / 06 ml Student 2018 Lodge Fess Contractual Minimum	\$161.00	\$14,812.00
03-27-18	18	02 nt / 06 ml Adult 2018 Lodge Fess Contractual Minimum	\$114.00	\$2,052.00
03-29-18		Departure Time 1:00 PM		\$0.00

\$16,864.00

Payments

Total Charges:	\$16,864.00
Payments:	\$0.00
Postdated Payments:	\$0.00

Amount Due: \$16,864.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/13/2017

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

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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:		Y	0106098-02-973970	02/14/2017	02/14/2020	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
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A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	0106098-07-990784	06/01/2017	06/01/2018	<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)

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CERTIFICATE HOLDER

Mt Diablo Unified School District
1936 Carlotta Drive

Concord CA 94519

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AUTHORIZED REPRESENTATIVE

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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 Highlands Elementary 2018, is effective as of 9/25/2017. 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: Highlands Elementary
Address: 1326 Pennsylvania Blvd. City: Concord State: CA Zip Code: 94521
Phone 1: 925-672-5252 Phone 2: Fax:
- 1b. Contact Name: Jody Sparks
- 1c. Event Name: Highlands Elementary 2018
- 1d. Event Beginning Date: 3/27/2018

GUARANTEES

- 2a. The attached *Contract Summary* (the *Summary*) totaling \$16,864.00 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 2/25/2018. 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 \$3,372.80 is enclosed with this Agreement.
- 3b. The Guest Group agrees to make a second payment in the amount of \$6,745.60 on or before 2/25/2018
- 3c. The Guest Group agrees to make a third payment in the amount of \$6,745.60 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 **12/13/2017** 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 **2/25/2018**, 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.

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	Agent for Silver Spur
Name: _____	Name: _____
Signature: _____	Signature: _____
Title: _____	Title: _____
Date: _____	Date: _____

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