

Alliance Redwoods Conference Grounds

6250 Bohemian Highway - Occidental CA 95465

Office (707) 874-3507 Fax (707) 874-2509

REVISED Outdoor Education Contract # 6205

Thank you for scheduling your event at Alliance Redwoods Conference Grounds (ARCG). ARCG is a non-profit organization owned and operated by the Central Pacific District of The Christian and Missionary Alliance. ARCG's purpose is to provide a "camping" experience whereby each guest can enjoy their time within the relaxed environment of the Redwoods.

The rules for acceptance and participation of guests in each ARCG program is the same for everyone. ARCG does not discriminate on the basis of race, color, sex, age, national origin or handicap. ARCG reserves the sole right to qualify prospective programs; programs offered must not be in conflict with the objectives and/or doctrinal statement of The Christian and Missionary Alliance.

This contract is made between Alliance Redwoods Conference Grounds, and:

Group Name: Mount Diablo Unified School District

School Name: Highlands Elementary

Address: 1326 Pennsylvania Blvd

Concord CA 94521

Group Leader: Tom Nichelson

Email: nichelson@mdusd.k12.ca.us

Group Type: PODE

Work Phone: (925) 672-5252

Home Phone: (925) 672-4943

Cell Phone:

Facsimile #: (925) 672-6910

SPECIFICATIONS

Meal Times: Breakfast - 8:00 – 9:00 AM, Lunch - 12:30 – 1:30 PM, Dinner – 6:00 – 7:00 PM

Event Dates:

Arrive: 3/9/2010 12:00 pm

Depart: 3/12/2010 12:30 pm

Nights: 3

Meals: 9

First Meal: 3/9/2010 06:00 pm

Last Meal: 3/12/2010 12:30 pm

Room Check - Out Time: 10:00 am

Room Check-Out Time is defined as when ALL lodging accommodations must be cleared of all group members' belongings.

Guaranteed Minimum Number of Students: 115 See FINANCIAL RESPONSIBILITY on Page 2

ARCG has based this contract on this number of students. All student, counselor, and teacher rooms/beds is based on this number. ARCG will turn away other groups/schools based on your contract. Please calculate your plans carefully.

Maximum Number of Reserved Beds (Students plus all adults): 140

Maximum Number of Reserved Beds: ARCG has assigned rooms/beds based on the number of students, plus one (1) counselor to seven (7) student and one (1) teacher to thirty (30) student. Please contact ARCG Sales and Marketing immediately, if additional beds are needed for your group. ARCG may not be able to guarantee any additional beds beyond this number.

FINANCIAL RESPONSIBILITY

A non-refundable, non-transferable HOLDING FEE CHECK of **\$5,750.00** is required on or before **11/1/2009** along with this signed contract **before dates and class selections can be guaranteed**. The HOLDING FEE will be applied towards the final bill.

Guaranteed Minimum Dollar Amount: \$23,000.00

Guaranteed Minimum Dollar Amount is based on the Guaranteed Minimum Number of Students and will be charged even if the actual number is less than the Guaranteed Minimum Number of Students. If the actual number exceeds the Guaranteed Minimum Number of Students, the school will pay the additional per person fee equivalent to the contracted rates. One adult teacher is free for every thirty (30) paying students, one adult counselor is free for every seven (7) paying students according to space available. Additional adults will be charged at the normal student rate, only if space is available.

A CANCELLATION FEE (typically 50% of the Guaranteed Minimum Dollar Amount) of **\$0.00** is required if Outdoor Education group cancels the contract **IN WRITING** less than six (6) months prior to arrival date and is due and payable no later than 30 days from the date of written notice. If an Outdoor Education group cancels **IN WRITING** more than six (6) months out, they lose their non-refundable, non-transferable HOLDING FEE (typically 25% of the Guaranteed Minimum Dollar Amount) of **\$5,750.00**.

Payment in full is due on arrival day. Any unpaid balance will incur a 1 1/2% service charge per month until balance is paid, if not paid in full by the departure date.

Alliance Redwoods accepts the following form of payment for holding fees and final payment:

- Cash
- Checks or Money Orders made payable to: **Alliance Redwoods Conference Grounds**
- Debit/Credit Cards (Master Card/Visa/Discover) with a **3% Debit/Credit Card Processing Fee added to the invoice**

TERMS AND CONDITIONS

1. This contract must be signed by the Superintendent, Principal, or other legal agent of the Outdoor Education group organization; and so designated under Acceptance of Provisions, Terms, and Conditions.
2. Guest Group and Alliance Redwoods Conference Grounds agree to abide by the terms of the attached contract addendum entitled "*Addendum to education organization contract and outdoor education contract #6205*". This contract is not valid unless accompanied by the addendum.
3. Outdoor Education group will furnish Alliance Redwoods no later than **TWO WEEKS** prior to arrival date:
 - a. Cabin Assignment Sheet (provided in the forthcoming Teacher Packet)
 - b. Certificate of Liability Insurance (as shown in #2 above)
 - c. Class selection, field trip options, and challenge course activity requests
4. It is understood that ARCG's Executive Director has final authority over all matters affecting the ARCG facility.
5. Alliance Redwoods is NOT responsible for damage or loss which may occur to vehicles parked in parking lots or valuables left on the premises.
6. The Outdoor Education Contract Supplement is considered part of the Terms and Conditions of this contract. ***I have reviewed the attached Outdoor Education Contract Supplement.*** _____ (Initial Here)
7. Food and utility charges may fluctuate between the date of establishing this contract and the actual date of the event. **Your contract may be subject to a food and/or utility surcharge up to three months prior to your arrival.**


ACCEPTANCE OF PROVISIONS, TERMS, AND CONDITIONS

This is to certify that we consent to the above Outdoor Education Contract and that we shall abide by the responsibilities and obligations required by each party.

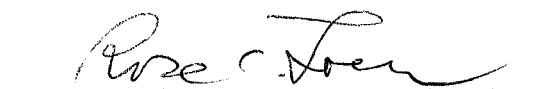
Guaranteed Minimum Number of Students of 115 people to use a Maximum Number of Reserved Beds of 140 at a Guaranteed Minimum Dollar Amount of \$23,000.00.

Alliance Redwoods Conference Grounds

Mt Diablo Unified School District/ # 6205



Bruce Wohlert
EOL



Superintendent, Principal, or Legal Agent

Title: Business Manager

Title: Asst. Superintendent

Date: 01/29/2010

Date: 2/10/10

Contract Due Date: 11/1/2009



Alliance Redwoods
CONFERENCE GROUNDS

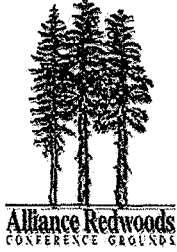
For our Outdoor Education groups, ARCG extends the opportunity to renew their same calendar dates **if done so within thirty (30) days after departure**. ARCG reserves the right to exercise its sole and final authority over all reservations. (Regardless of the thirty (30) day status.)

Alliance Redwoods Conference Grounds
Outdoor Education Contract Supplement to Contract # 6205

1. **VISITOR POLICY** - Any walk-on/part-time guests (drivers, principals, parents, etc) must have prior approval from the group leader. Upon arrival these guests must report to the office to receive a Visitor's Pass, and pay for any meals eaten during their stay.
2. **MEDICATIONS** - All students' medications must be turned into the ARCG Camp Nurse upon arrival with a completed "Medication Check-In Form." A complete description of any allergies and other current health conditions requiring medical treatment, medications, or special restrictions while on site must be reported on the "Outdoor Education Medical Form." Both forms are forthcoming in the Teacher Packet.
3. **EMERGENCIES** - ARCG recommends that you bring with you the following:
 - a. Emergency contact names and phone numbers for all participants (teachers, counselors, students)
 - b. Completed "Outdoor Education Medical Form" for all students.
4. **SUPERVISION** - Teachers/Counselors are responsible for adequate supervision of students while on ARCG grounds. These Teachers/Counselors must ensure compliance of all rules to ensure the safety and enjoyment of all guests and to preserve the ARCG property and facilities. All recreation activities will be conducted only under the supervision of trained ARCG staff members. Outdoor Education groups will provide responsible adult supervisors at a ratio of one adult (age 18 or above) per seven students while on ARCG property. Under no circumstances will adult supervisors be of a different gender than the gender of their assigned cabin group.
5. **LOSS AND/OR DAMAGE FEES** - Schools must leave the facilities clean. Loss and/or damage fees, if applicable, will be determined by the ARCG Operations Director and will be in addition to usage fees outlined in the Outdoor Education Contract. These fees, if applicable, will be due and payable at the close of the school's stay and will be included in the final bill. **Schools will be held liable for losses/damages reported during or discovered within 72 hours after departure time and will be billed for all applicable replacement and/or repair costs.** Terms of payment for such charges will be 30 days from date of invoice.
6. **LINENS** - All students and counselors must be required to provide their own sleeping bags, pillows, and towels. Full linens (sheets, towels, pillows, and blankets) are provided to teachers only at no additional cost.
7. **TEACHER LODGING** - Teacher housing is subject to availability at a one teacher per 30 student ratio.
8. **LOST & FOUND** - All lost & found items will be held in the ARCG office for two weeks. Unclaimed items will be donated to charity.
9. **SWIM SUITS** - ARCG Staff reserves the right to require appropriate, modest swimming attire in the pool area.
10. **CURFEW** - Students must remain in their cabins after 10:00 pm.
11. **PARKING** - Automobiles may have access to lodging accommodations for loading/unloading purposes only. All guest parking is located in the lower lot before the entrance bridge.
12. **NOT PERMITTED** - Alcoholic beverages, weapons, illegal drugs, gambling, fireworks, and recreation equipment such as scooters, bicycles, and skateboards. Pets, except helping animals, are not permitted on the ARCG grounds. In addition, the Fish and Game Department does not allow fishing in the creek that runs through Alliance Redwoods property. Fishing can be done in the Russian River north on Bohemian Highway.
13. **SMOKING** - Smoking is permitted only in designated smoking areas.
14. **BOUNDARY LIMITS** - Due to the importance of maintaining good relationships with our neighbors, it is very important that ALL GUESTS remain on camp property or leave by way of public roads. Do not proceed beyond the "No Trespassing" signs posted on ARCG's property lines. Trespassing onto our neighbors' adjoining property is forbidden.
15. **TWO-WAY RADIOS** - Must not be tuned to 154.600 MHz. or 154.570 MHz. These frequencies are reserved for the exclusive use of the Alliance Redwoods staff in order to ensure prompt and effective response to emergencies and efficient handling of the guests' needs.
16. **PROMOTIONAL MATERIALS** - It is understood that video taping, still photography and sound recording may be in progress on the Alliance Redwoods grounds from time to time and that members of the group may appear in promotional materials produced thereby. Such materials will be used for promotional purposes only, and not for sale or any other commercial purpose.

Alliance Redwoods is here to serve you and we welcome any feedback you might have on our performance.

Revised February, 2007



Alliance Redwoods Outdoor Education

6250 Bohemian Hwy. Occidental, CA 95465

Tel. (707) 874-3507 Fax (707) 874-2509

Preparation Check List

Once you have sent in your signed contract and deposit, you will be receiving an Outdoor Education Packet from the Outdoor Education Coordinator. **Please supply the following information as soon as possible with the deadline being 3 weeks before your arrival date.**

- Total Number of Students/Counselors and Teachers coming to Outdoor Education Camp.
- Certificate of Liability Insurance (You will have to call your insurance company and request this one page certificate as a proof of insurance).
- Cabin Assignment Sheet (these forms will be supplied with the Outdoor Education packet.) There are 7 students per 1 counselor in each cabin.
- Class Selections including field trip information.
- Additional room requests for students with special needs.
- T-shirt and sweatshirt orders must be turned in at least 3 weeks prior to arrival to guarantee correct sizes and amounts.
- Arrangements for the method of final payment, which is due upon arrival.

If you have any questions concerning the above please contact Beck-ie Jeffery at:

(707) 874-3507 ext. 140

e-mail: beckiej@allianceredwoods.com

Thank you!

Addendum to education organization contract and outdoor education contract #6205

Indemnification by District:


The Mount Diablo Unified School District, its State Administrator, Board, officers, directors, agents and employees, a governmental entity and a political subdivision of the State of California (hereinafter "District") agrees to indemnify, hold harmless, defend and protect the Alliance Redwoods Conference Grounds, its officers, directors, agents and employees (hereinafter "Alliance Redwoods Conference Grounds") (each officer, director, agent and employee of which is an indemnitee) from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses, including attorneys' fees and costs of investigation, penalties, judgments or obligations whatsoever for, or in connection with, injury (including death) or damage to any person or property to whomsoever belonging or pecuniary or monetary loss resulting from, arising out of, or in any way related to the negligence or willful misconduct of the District, unless the injury or damage resulted from the negligence or the willful misconduct of Alliance Redwoods Conference Grounds, in which case liability will be apportioned according to fault. It is expressly understood that any express or implied agreement by the District to indemnify, hold harmless, or defend the Alliance Redwoods Conference Grounds is (i) subject to the official policies and procedures adopted by the Board of Education of the District ("Board"), and (ii) will not be afforded unless shown to be caused by the negligence or willful misconduct of the District. Further, it is expressly understood between the parties that nothing herein is intended to bar any defense or immunity made available to the District by statute or otherwise, and that any right to indemnification of the Alliance Redwoods Conference Grounds by the District requires a showing of direct liability to a third party by the District.

Indemnification by Alliance Redwoods Conference Grounds:

The Alliance Redwoods Conference Grounds (hereinafter "Alliance Redwoods Conference Grounds") agrees to indemnify, hold harmless, defend and protect the District (each State Administrator, Board, officer, director, agent or employee of which is an indemnitee) from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses, including attorneys' fees and costs of investigation, penalties, judgments or obligations whatsoever for, or in connection with, injury (including death) or damage to any person or property to whomsoever belonging or pecuniary or monetary loss resulting from, arising out of, or in any way related to the negligence or willful misconduct of Alliance Redwoods Conference Grounds, unless the injury or damage resulted from the negligence or the willful misconduct of the District, in which case liability will be apportioned according to fault. It is expressly understood that any express or implied agreement by the Alliance Redwoods Conference Grounds to indemnify, hold harmless, or defend the District is (i) subject to the official policies and procedures adopted by the Alliance Redwoods Conference Grounds, and (ii) will not be afforded unless shown to be caused by the negligence or willful misconduct of the Alliance Redwoods Conference Grounds. Further, it is expressly understood between the parties that nothing herein is intended to bar any defense or immunity made available to the Alliance Redwoods Conference Grounds by statute or otherwise, and that any right to indemnification of the District by the Alliance Redwoods Conference Grounds requires a showing of direct liability to a third party by the Alliance Redwoods Conference Grounds.

* Neither the District nor Alliance Redwoods Conference Grounds will be required to name each other as additional insured; however, both parties agree to provide evidence of insurance to the other party as a part of the outdoor education contract.

MOUNT DIABLO UNIFIED SCHOOL DISTRICT

By:  Date: 2/10/10

ALLIANCE REDWOODS CONFERENCE GROUNDS

By: _____ Date: _____



COMMERCIAL GENERAL LIABILITY - DECLARATIONS

Policy No. GLP0000280036800
Replacement No.

NAMED INSURED AND ADDRESS:
THE USER GROUPS OF ALLIANCE(SEE GAI3001)
6250 BOHEMIAN HIGHWAY
OCCIDENTAL, CA 95465

FORM OF BUSINESS
 Individual Limited Liability Company
 Partnership Organization, including a Corporation (but not including a Partnership, Joint Venture or Limited Liability Company)
 Joint Venture

RETROACTIVE DATE: (CG 00 02 only) This insurance does not apply to "bodily injury" or "property damage" or "personal injury and advertising injury" which occurs before the following Retroactive Date: _____ (Enter date or NONE if no Retroactive Date Applies)

LIMITS OF INSURANCE

General Aggregate Limit (Other than Products – Completed Operations)	\$ 2,000,000
Products – Completed Operations Aggregate Limit	\$ 1,000,000
Personal and Advertising Injury Limit	\$ 1,000,000
Each Occurrence Limit	\$ 1,000,000
Damage to Premises Rented to You Limit	EXCLUDED any one premises
Medical Expense Limit	\$ 5,000 any one person

SCHEDULE OF LOCATIONS:

0001 6250 BOHEMIAN HIGHWAY, OCCIDENTAL CA 95465

PREMIUM

Advance Premium for this Coverage Part is \$ 250

ENDORSEMENTS ATTACHED TO THIS COVERAGE PART:

- | | | | | |
|----------------|----------------|----------------|----------------|---------------|
| GAI3102(11/94) | CG0001(12/07) | GAI3124(07/89) | GAI3051(12/07) | CG7794(07/98) |
| CG8015(07/98) | GAI3112(01/89) | CG8361(02/05) | CG2011(01/86) | CG2026(07/04) |
| CG2145(07/98) | CG2147(12/07) | CG2187(12/04) | CG2407(01/96) | CG2173(01/08) |
| CG3234(01/05) | | | | |