



SERVICE AGREEMENT NO. 71607



Return signed copy and deposit to:

UCCR Web of Life Field (WOLF) School
PO Box 2517, Aptos, CA 95001
Email: admin@wolfschool.org
www.WOLFSchool.org

CHECKS MADE PAYABLE TO: UCCR

This constitutes a Service Agreement between WOLF School and:

ATTENDING SCHOOL Charter School of Morgan Hill
CONTACT PERSON/AUTHORIZED AGENT Stephanie Miller
SCHOOL ADDRESS 9530 Monterey Rd, Morgan Hill, CA 95037 SCHOOL PHONE (408) 463-0618
PROGRAM/ GRADE LEVEL Camp SEA Lab/ 3day/ 5th / Kayaking

GUARANTEED MINIMUM NUMBER OF PARTICIPANTS:

Students 75 Student Fee \$ 299 per person (no tax on persons under the age of 18)

Teachers/Chaperones 14 Teacher/Chaperone per person, plus est. meal tax: 225 + 4.32 tax = \$ 229.32

ESTIMATED # OF STUDENTS 75 ADDITIONAL FEES Kayaking \$60/person

GUARANTEED MINIMUM FEE \$ 22,425.00 (based on the guaranteed minimum #of students stated above)

ARRIVAL DATE/TIME Tuesday 10/22/24 @ 11:00am DEPARTURE DATE/TIME Thursday 10/24/24 @ 1:00pm

FIRST MEAL Dinner 10/22/24 LAST MEAL Bag Lunch 10/24/24

This agreement is entered into for the purpose of providing educational services for an outdoor school program.

- Web of Life Field School will provide the following services:
1. Provide food and lodging during the program.
2. Provide one (1) Program Director and staff naturalists at an approximate ratio of one (1) naturalist per 15-18 students.
3. Provide instructional materials and supplies as required for implementation of the program.
4. Arrange transportation (at additional cost) from the outdoor school site to optional field trip areas.
5. Provide accident and health insurance for students, teachers and chaperones.
6. Optional Service: Camp gear (t-shirts, sweatshirts, etc.) for purchase.
Attending School will provide:
1. Coordination and cost of own transportation to and from program site.
2. One teacher for every 30 students and one chaperone per every 10 students. Any additional adults must be agreed upon by both parties prior to final payment, and must pay full program tuition
3. Teachers and chaperones are expected to stay on site and provide student supervision.
4. One emergency vehicle to remain with Attending School group for the duration of the program.
5. Staff to manage/distribute student medications; lead first aid and emergency procedures.
6. Certificate of Liability Insurance as detailed in Terms & Conditions.
7. Bag lunches on arrival day (student brought or school provided).

If Attending School terminates this agreement without using the services as agreed, Attending School will receive a 50% credit of the guaranteed minimum fee of \$ 22,425.00 to be applied to another reservation at a later date. Attending School will be given a refund for 100% of the guaranteed minimum fee, including any deposit, provided UCCR/Web of Life Field School receives written notice of the termination forty five (45) days prior to the starting date of their program or if COVID / CA Health Department restrictions prevent travel and attendance to WOLF School.

Signature below acknowledges receipt and understanding of the Terms & Conditions (see page 2).

SIGNED SERVICE AGREEMENT & DEPOSIT DUE September 15, 2024

DEPOSIT OF \$ 11,212.50 CHECK # PAID DATE

BY Paige Cusack Executive Director 9/12/24
Signature of Authorized Agent Position Date

UCCR/ WOLF / CAMP SEA LAB

SERVICE AGREEMENT

TERMS & CONDITIONS

ORIGINAL: PLEASE SIGN AND RETURN WITH DEPOSIT MADE PAYABLE TO UCCR

1. Health and Safety

- A. UCCR/Web of Life Field School reserves the right to establish and maintain requisite standards for health and safety at outdoor school.
- B. Attending School shall furnish UCCR/Web of Life Field School with a current health history and a statement of immunization and overall health status for each student and staff member attending the program. All such health histories shall be furnished no later than upon the arrival of the students and staff members at the Facility. In addition, the Attending School shall furnish at least one counselor/teacher/chaperone for each ten students under eighteen years of age.
- C. UCCR/Web of Life Field School is a smoke free environment. Attending School will prohibit smoking except in designated places and shall warn all persons of the hazards of indiscriminate smoking at the Facility. Open fires may be built only in the campfire areas for which fire permits have been secured. Attending School must comply with all lawful orders of appropriate fire control officials.
- D. Use of vehicles at the Facility is restricted to roads and parking areas designated by the Facility Manager.
- E. If a swimming pool is a part of the Facility, no one shall enter the pool area unless a qualified lifeguard is supervising the pool area.

2. Liability for Injury to Persons or Property

- A. Attending School agrees to defend, indemnify and hold harmless UCCR/Web of Life Field School and any/all Facility owners and their past, present and future members, directors, officers, employees, agents and independent contractors and their successors, assigns and heirs from and against any claim, action and/or cause of action brought by or on behalf of any third-party or entity against UCCR/Web of Life Field School arising out of or in any manner connected with any act or failure to act of Attending School or any of its directors, officers, employees, agents or independent contractors, personnel, students and/or any person, entity or thing permitted by Attending School to enter and/or remain at the facility.
- B. During the term of this Agreement, Attending School shall at its own expense maintain a policy of comprehensive public liability limits of not less than one million dollars, issued by companies approved in advance by UCCR/Web of Life Field School in which UCCR/Web of Life Field School and the Facility owner are named as additional insureds.
- C. Neither UCCR/Web of Life Field School nor the Facility owner shall be liable to Attending School or to any company insuring Attending School for any loss or damage to Attending School if the casualty causing such loss or damage was or could have been covered by fire and extended coverage insurance.
- D. For the purpose of this section "any person" includes, but is not limited to Attending School's agents and employees, participants in Attending School's program and visitors.
- E. Attending School is fully responsible for transportation of students to and from UCCR/Web of Life Field School and freely agrees to defend, save and hold harmless UCCR/Web of Life Field School and any/all Facility owners and their past, present and future members, directors, officers, employees, agents and independent contractors and their successors, assigns and heirs from and against any claims/injuries arising from such transportation. Any bus used by Attending School and/or its personnel which enters or leaves the Facility must be S.P.A.B. certified and the carrier must name UCCR/Web of Life Field School as an additional insured. Attending School is responsible for furnishing one vehicle for the duration of the program.

3. Use Fees and Costs

- A. Guaranteed Minimum Fee: The guaranteed Minimum fee is based on the number of students guaranteed by the Attending School. It will be charged to the Attending School even if fewer students attend the program than the Attending School guaranteed, or if Attending School terminates this agreement without attending the program, according to the terms of the agreement.
- B. Additional Fees: If more students attend the program than Attending School guaranteed Attending School shall pay UCCR/Web of Life Field School all additional fees (shown on the facing page) for each additional participant.
- C. Breakage and Damage Attending School agrees to pay UCCR/Web of Life Field School the amount necessary to repair or replace property or equipment damaged or destroyed during Attending School's program. The determination of that amount shall be in UCCR/Web of Life Field School's sole discretion.
- D. Payment Terms Attending School agrees to deliver payment in full to the UCCR/Web of Life Field School Program Director prior to departure from the facility. Exceptions must be approved by UCCR/Web of Life Field School prior to arrival. Attending School agrees to pay interest on any unpaid approved credit balance at the rate of 1% per month (annual percentage rate of 12%).

4. Miscellaneous

- A. Attending School warrants that it is currently exempt from Federal and State income taxation and that its activities at the Facility will be in furtherance of its tax-exempt purposes.
- B. Attending School warrants that the person signing the Service Agreement has the authority to execute this Agreement on its behalf.
- C. This Agreement may be altered or amended only by written agreement of both parties.
- D. UCCR/Web of Life Field School reserves the right to require that the Attending School remove from the program and facility any persons who, in the sole opinion of the UCCR/Web of Life Field School, are creating a disturbance or who are otherwise disrupting activities. Attending School agrees to permit only authorized persons to attend the program and shall take all necessary steps to remove unauthorized persons from the program and facility.

5. Termination and Breach

- A. UCCR/Web of Life Field School may terminate this Agreement without any liability upon a determination by UCCR/Web of Life Field School in its sole and exclusive judgement, that the requirements of the State Fire Marshal, the Department of Public Health and Safety, or any statute, rule or regulation of any federal, state or local body imposes undue requirements or hardship on UCCR/Web of Life Field School.
- B. If the Facility is destroyed by fire or other cause and is so damaged that it is unusable, this Agreement may, in the sole discretion of the UCCR/Web of Life Field School, be terminated and UCCR/Web of Life Field School and Attending School shall have no further obligation hereunder.
- C. In the event a legal action or other proceeding is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its costs incurred in the action, including its costs and reasonable attorney's fees.
- D. Rules for acceptance and participation in programs at UCCR/Web of Life Field School are the same for everyone without regard to age, race, color, religion, sex, gender, handicap, or national origin.