

Purchase Requisition # R89028

RECEIVED

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MT. DIABLO UNIFIED SCHOOL DISTRICT SASS/MDUSD
1936 Carlotta Drive
Concord, CA 94519

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

THIS AGREEMENT is made this 30 day of OCTOBER, by and between the Mt. Diablo Unified School District (hereinafter "District") and WESTMINSTER WOODS (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 \$ 28,320.00 for Services 176 - 0343 - 10 - 5895 \$ 28,320.00

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

- a. \$ _____ per hour, _____ \$ _____
- b. \$ _____ per day, or _____ BUDGET CODE(S)
- c. \$ 28,320.00 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 OCTOBER 30. 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.

R 89028

Westminster Woods Camp and Conference Center

6510 Bohemian Highway, Occidental, CA, USA, 95465

Phone: (707) 874-2426



INVOICE

October 30, 2016

Mt. Diablo Unified School District
Sunny Quintana
277 Boyd Rd
Pleasant Hill CA 94523
USA

Charges

Sequoia School (Pleasant Hill) SP 2016: 4/19/2016 to 4/22/2016

Date	Description	Amount
06-04-15	Student, 3 Nights/ 9 Meals (90 @ \$282.00)	\$25,380.00
06-04-15	Adult, 3 Nights/ 9 Meals (14 @ \$210.00)	\$2,940.00
06-04-15	Teacher, 3 Nights/ 9 Meals (3 @ \$0.00)	\$0.00
10-30-15	Pool Use (2 Days @ \$75.00)	\$0.00
		\$28,320.00

Payments

Total Charges:	\$28,320.00
Payments:	\$0.00
Postdated Payments:	\$0.00
Amount Due:	\$28,320.00

TERMS:

A deposit in the amount of **\$5600.00** is due by **11/20/2016** to hold your reservations.

Remaining balance after deposit is paid is payable upon arrival and is considered past due if not paid prior to departure from Camp unless prior arrangements have been made with the Camp Business Manager..

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

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

5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of California Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. To the extent Education Code §45125.1 is applicable, Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that such employee has not been convicted of a felony, as defined in Education Code §45125.1. Contractor shall provide the certification document attached hereto as Exhibit ____ prior to commencing work under this Agreement.
6. Rules and Regulations. All rules, policies, and regulations of the Mt. Diablo Unified School District Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.
7. Indemnification. Contractor shall hold harmless, defend and indemnify District and its officers, elected and appointed officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.
8. Insurance. Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Coverage shall be at least as broad as:

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

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

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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: WESTMINSTER WOODS
Attn: _____
Address: 6510 BOHEMIAN HWY
OCCIDENTAL, CA 94563-9106
Phone: 707-874-2426
Fax: 707-874-9129
Tax ID #: 21-2307754

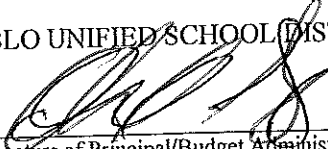
Any notice personally given or sent by telegram or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to

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.

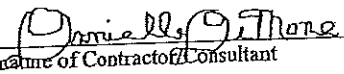
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

By:  10/30/15
 Signature of Principal/Budget Administrator Date

Title: DAVID FRANKLIN, PRINCIPAL
 Print Name and Title

WESTMINSTER WOODS CAMP
 Name of Company/Organization or Independent Contractor/Consultant

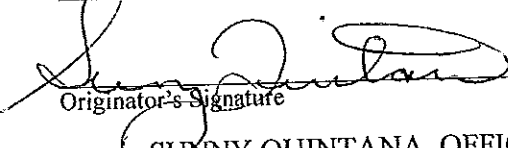
By:  11/3/15
 Signature of Contractor/Consultant Date

Title: Danielle DeMone, Logistics Coordinator
 Print Name and Title

Authorized and Approved by:

 Superintendent or Designee Date

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

 11/3/15
 Originator's Signature Date

SUNNY QUINTANA, OFFICE MANAGER
 Print Name of Originator and Title

SEQUOIA ELEMENTARY SCHOOL
 Site/Department Originating this Contract

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

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

EXHIBIT A

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

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


5TH GRADE STUDENTS WILL PARTICIPATE IN OUTDOOR ED AT WESTMINSTER WOODS CAMP
ON APRIL 19TH, 20TH, 21TH, AND 22ND. THE PROGRAM ACTIVITIES INCLUDE ECOLOGY
LESSON, ENVIRONMENTAL EDUCATION , TEAM BUILDING AND COLLABORATION. 

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:	WESTMINSTER WOODS	
Services to be performed under the Agreement:	OUTDOOR EDUCATION PROGRAM	
Schools/Locations where services will be performed:	6510 BOHEMIAN HWY OCCIDENTAL, CA 94563	
Total amount to be paid by the District under this Agreement:	\$ 32,000.00	
Term of Agreement:	APIL 19TH, 20TH, 21ST, 22ND, 2016	
<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."

Danielle DeMone
 Independent Contractor/Consultant Signature

 Superintendent or Designee's Signature

Danielle DeMone 11/3/15
 Print Name Date
 Independent Contractor/Consultant

 Print Name Date
 Superintendent or Designee's Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/3/2015

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 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: Rebecca Maroulas CISR PHONE (A/C, No, Ext): (800) 995-7525 FAX (A/C, No): (800) 995-7521 E-MAIL ADDRESS: Beckie@churchandcasualty.com
INSURED WESTMINSTER WOODS CAMP & CONFERENCE CENTER 6510 BOHEMIAN HWY OCCIDENTAL CA 95465-9101	INSURER(S) AFFORDING COVERAGE INSURER A: Church Mutual Insurance Co NAIC # 18767 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 15-16

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	ACDL SUBR INSD 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 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Hired & Non-owned	X	0204508-02-695526	6/1/2014	6/1/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 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 HNA \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		09-775281	6/1/2015	6/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist property \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	07-789816	6/1/2015	6/1/2016	<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 Camp Staff on behalf of Sequoi Elementary School on Insured's premises, 6510 Bohemian Way, Occidental, CA on April 19-22, 2016. Certificate holder is named additional insured (does not apply to auto, worker's comp) 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. endo A2014 attached 10*days for nonpayment of premium and 30*days for any other reason

CERTIFICATE HOLDER

CANCELLATION

Mt Diablo Unified School District, its officers, officials, agents, employee & volunteers 1936 Carlotta Drive Concord, CA 94519	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 Unified School District, its officers, officials, agents, employees, & volunteers	
Address:	1936 Carlotta Drive	
	Concord	CA
	City	State
		94519
		Zip
Activity:	work performed by Camp Staff on behalf of Sequoi Elementary School on Insured's premises, 6510 Bohemian Way, Occidental, CA policy#:0204508-02-695526	
Date(s):	April 19-22, 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.



Westminster Woods Camp and Conference Center

6510 Bohemian Highway, Occidental, CA 95465-9106
Phone (707) 874-2426 FAX (707) 874-9129 Website www.westminsterwoods.org

ENVIRONMENTAL EDUCATION PROGRAM CONTRACT

CLIENT NAME: Mt. Diablo Unified School District
Contract Name: Sequoia School (Pleasant Hill) SP 2016
Coordinator: Flynn, Genevra
Mailing Address: 277 Boyd Rd
City/State/Zip: Pleasant Hill, CA 94523
E-mail: GenFlynn@gmail.com

Contract # 6657

Date Issued: May 12, 2016
Home Phone:
Work Phone: 925-924-8174
FAX:

Notes:

Throughout the remainder of this agreement, instead of repeating the name of your organization each time, we will use conversational English and use the terms you, yours, and/or Guest Group. Instead of repeating the name Westminster Woods Camp and Conference Center, we will use the terms we, us, our, the Camp or WWCC.

1. CONFERENCE ARRANGEMENTS:

- a. Conference Dates: Beginning Apr 19, 2016 Ending Apr 22, 2016
- b. Conference Duration: Nights 3 Meals 9
- First Meal Dinner Last Meal Lunch

c. Invoices submitted by WWCC to the School referencing this contract name and event dates shall contain rates that will become part of this agreement.

2. GUARANTEE / FINANCES:

a. You will pay for only those students and chaperones that actually attend the event. During the initial negotiations, the number of teachers that may attend at no additional charge is established and listed as part of the agreement.

b. You understand that in order to plan and schedule food and space arrangements, you must make a good-faith estimate of the number of students, chaperones and teachers that will attend. Your best initial estimate of the total attendance is 110 full-time students and chaperones.

c. A non-refundable, non-transferable deposit of \$5600.00 is required to hold the space for the dates requested. This deposit is due on 11/20/2015 and must be received at WWCC offices by that date. The balance is due prior to departure on the final day at Camp, and will be determined by the total number in attendance.

d. You understand and agree that you will sign and date this agreement and return the original signed copy along with the deposit by 11/20/2015. You will also submit a Certificate of Insurance as described in #5(e) on the reverse side of this agreement or you will make arrangements for your insurance broker to forward a copy to WWCC. Any questions regarding the Certificate of Insurance may be directed to the Business Manager of the Camp.

e. You understand that if the agreement and the deposit are not received at the Camp by the date required, the Camp shall be free to negotiate the dates you have requested with other groups.

f. If your group is not underwritten by any formal organization or fellowship, the undersigned agrees to be held individually responsible for the financial obligation shown above.

g. It is understood that the agreement is not binding until a copy bearing signatures of both parties involved is mailed to the person named above (Coordinator) and the deposit listed in #2(c) above has been received.

3. CANCELLATION

a. If cancellation of this event is necessary within six (6) months of the event, you agree to pay a cancellation fee, up to the full amount of the good-faith estimate amount, determined by the date of the cancellation. If there is adequate time for the Camp to arrange for a replacement group generating comparable fees, then refund of the cancellation fee will be considered. The deposit will not be refunded nor transferred to another School.

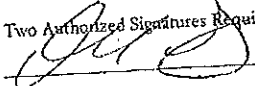
4. GOVERNING GUIDELINES:

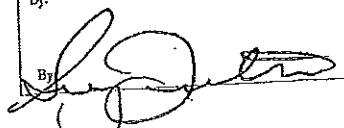
a. You agree to respect the purpose, philosophy and standards of conduct of the Camp as set forth in this agreement, in the Guest Group Guidelines and as may be posted on the grounds, and will do nothing by word or act or allow any member or speaker of your group to do likewise that will in any way detract from or be contradictory to the same.

b. You agree to abide by the guidelines on this page and on the reverse side of this page, those in the Guest Group Guidelines and those provided in other information given to your contact person and posted on the grounds. The signer accepts responsibility to communicate these guidelines to the leadership of the school and the event participants, and will follow through to ensure compliance.

Office Use Only:
Date received at WWCC _____
WESTMINSTER CAMP & CONFERENCE CENTER

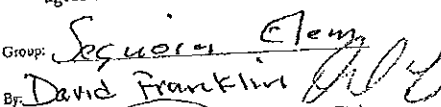
Two Authorized Signatures Required:

By:  Date: 11/3/15

By:  Date: 11/3/15

I have read the Guest Group Guidelines and both sides of this agreement, and agree to be bound by the terms herein:

Group: Sequoia Elem

By: David Franklin 
(Teacher, Administrator, Pastor, Business Agent, Etc.)

Title: Principal

PLEASE SIGN AND RETURN WITH DEPOSIT:

11/15/16
per email
(a Hatched)

5. **REGISTRATION:**

- a. It is understood that Westminster Woods assigns cabins and meeting rooms based upon group sizes and the most effective use of its facilities. Therefore, these assignments may vary from year to year unless a group has contracted for exclusive use.
- b. Your school class(es) or group will provide a registrar to handle all registration and room assignments.
- c. You are required to provide the necessary information to enable the Camp to complete a final invoice and billing prior to departure. A contact person from the Group or School will go to the Camp Main Office prior to departure to provide complete attendance information and pay any balances due at that time. In the event that checks have already been prepared for a different amount, the Camp may invoice the Group or School for a minor balance due or will mail a refund if there is a minor overpayment.
- d. Should any members of your group leave Camp early for any reason, you will be charged only for the days of attendance, with a minimum of a full day charge for each day present for any time at the Camp.
- e. You agree that you are responsible for your own liability insurance coverage and must provide a "Certificate of Insurance" naming Westminster Woods Camp as an "additional insured" to the Camp not later than two weeks prior to your event date.
- f. You understand and agree that you must provide your own qualified first-aid person and appropriate supplies to care for the needs of the group. You also understand and agree that each person in your group is responsible for their own health and accident coverage.
- g. The primary contact person in your group must bring to Camp fully completed medical information forms for all members in attendance from your group, adults and children.

6. **SAFETY AND EMERGENCIES:**

Guest Groups agree to support sound safety practices in planning and implementing their group programs and to abide by any safety regulations provided by Westminster Woods. Any injury-causing accidents are to be reported to the camp staff person on duty immediately. Guest Groups are responsible for providing a vehicle and qualified driver for transporting campers to a local medical facility, when necessary.

7. **FACILITY INFORMATION AND REGULATIONS:**

Guest groups agree to abide by hours set for the store, pool, etc., and with other regulations in the Guest Group Guidelines, Safety Guidelines, or those posted on the grounds. The Woods reserves the right to remove from the facility those who create a disturbance or are not prepared to abide by the terms of this contract and/or the directions of the Westminster Woods Staff. The Woods is not responsible for damage to or loss of vehicles parked in the parking lots or valuables left on the premises.

8. **FOOD SERVICE:**

Promptness to meals is encouraged so that food may be served at its best. No reduction in cost is available for guests who miss meals.

9. **CABIN CARE:**

Guest Groups are asked to assist in placing in order all the facilities they have occupied. Guest Group leaders are expected to maintain order at all times and prevent damage to Westminster Woods property. It is understood that Westminster Woods will charge Guest Groups for any damage incurred by them.

10. **ATHLETIC EQUIPMENT:**

Athletic equipment can be made available to your group on request. Guests are responsible for using items appropriately. Loss, damage or excessive wear to athletic equipment may incur an equipment replacement fee, charged at cost. Guests are responsible for returning athletic equipment to designated areas.

11. **WESTMINSTER WOODS PHILOSOPHY AND PURPOSE:**

- a. The Camp serves people of all ethnic, cultural, economic and religious backgrounds, including groups such as those working through drug abuse, addiction and recovery and the developmentally and physically challenged. Unless your group has contracted for exclusive use of the grounds and facilities, you will be sharing grounds, recreation areas and eating facilities with other guest groups. We ask and expect that all guests treat each other with respect and courtesy to help ensure a meaningful camp experience for all concerned.
- b. The Camp reserves the right to have visible banners, photographs, sculptures, printed material, etc. in various locations on the grounds that support that purpose.

12. **STANDARDS OF CONDUCT**

We adhere to standards of conduct that reflect things like modest dress, polite language, restraint in public displays of affection, self-control when angry, and patience, kindness, understanding, and respect in relationships.

13. **INDEMNIFY AND HOLD HARMLESS**

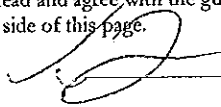
Guest Groups agree to indemnify and hold harmless Westminster Woods, its officers, agents, and employees from and against any and all claims, demands, loss or liability of every nature, for injuries to person or property (either or both), occurring in or about or in any way connected with the camp and its use by the guest group, as a result of or arising out of the sole negligence of the guest group, its officers, agents, students, employees, or guests.

Westminster Woods (The Woods) agrees to indemnify and hold harmless the guest group, its officers, agents, students, employees, or guests from and against any and all claims, demands, loss or liability of every nature, for injuries to persons or property (either or both), occurring in or about or in any way connected with The Woods and its use by the guest group, as a result of or arising out of the sole negligence of The Woods, its officers, agents, employees, or guests.

In the event of any claims, demands, loss or liability arising out of the negligence of both the guest group and Westminster Woods, each party shall be responsible, including reasonable attorney's fees and costs, based upon its proportionate share of negligence.

I have read and agree with the guidelines above and acknowledge that they are part of the agreement contained on the reverse side of this page.

Initial



Date

11/3/15

Laura Juranek

From: Danielle DeMone <danielle@westminsterwoods.org>
Sent: Wednesday, December 16, 2015 11:57 AM
To: Laura Juranek; Sunny Quintana
Subject: Regarding: Deposit for Sequoia School

Hello Laura,

Thank you for reaching out today with an update for Sequoia School's reservation at Westminster Woods. We are looking forward to hosting your group.


Per our conversation, I am writing to confirm that we will expect payment of your deposit on January 15, 2016 in the amount of \$5600.00. If you are unable to meet this date, kindly reach out by email or phone so I may notify our accounts receivable department. Thanks again and happy holidays!

Warm Regards,

Danielle DeMone, *Logistics Coordinator*

Westminster Woods

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