

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 17th day of January, by and between the Mt. Diablo Unified School District (hereinafter "District") and UCCR Wolf Camp Arroyo (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 5 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 \$ 46,113.00 for Services.

The basis of the fee for Services shall be as follows:

a. \$ _____ per hour, b. \$ _____ per day, or c. \$ _____ per engagement.

2117261 01 - 9010 - 1110 - 1000 - 4343 - 0000 - 112 - 112 - 5895 \$ 19,142

R117724 01 - 9010 - 1110 - 1000 - 4343 - 0000 - 152 - 152 - 5895 \$ 16,756

R117713 01 - 0930 - 1110 - 1000 - 0930 - 0000 - 174 - 174 - 5895 \$ 10,234

BUDGET CODE(S)

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 04/15/20. 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 _____** 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.

Purchase Requisition # _____

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 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

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

CONTRACTOR

Bus. Name: UCCR Web of Life Field School

Attn: _____

Address: PO Box 2517

Aptos, CA 95001

Phone: 831-684-0148

Fax: 831-685-3889

Email: admin@wolfschoo.org

Tax ID #: 94-1711424

Purchase Requisition # _____

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

Web of Life Field School

Name of Company/Organization or Independent Contractor/Consultant

By: _____
 Signature of Principal/Budget Administrator Date

Title: José Espinoza, Assistant Superintendent
 Print Name and Title

By: Desiree Gant 12/06/19
 Signature of Contractor/Consultant Date

Title: Desiree Gant WOLF School Associate Director
 Print Name and Title

Authorized and Approved by:

 Superintendent or his Designee Date

Prior to commencement of service, sign and forward completed original contract packet to Purchasing.

Laura Juranek 12/9/19
 Originator's Signature Date

Laura Juranek, Administrative Assistant
 Print Name of Originator and Title

Elementary Education
 Site/Department Originating this Contract

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

<i>Distribution</i>	
<i>original:</i>	<i>Purchasing with Purchase Order</i>
<i>copy:</i>	<i>Contractor</i>
<i>copy:</i>	<i>Accounts Payable/Fiscal</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
(NOTE THAT ALL PAYMENTS ARE GENERATED FROM AN INVOICE).**

Outdoor School Program at WOLF Camp Arroyo. Students from Rio Vista Elementary are to attend April 13 - 15, 2020, students from Ayers Elementary are to attend April 15-17, 2020 and students from Meadow Homes Elementary are to attend May 19-22, 2020.

Location is WOLF Camp Arroyo 5335 Arroyo Rd. Livermore, CA 94550

The contractor is responsible for all instruction by naturalists, including instructional materials.

Program Cost for Rio Vista Elementary
Total program cost \$10,213.89
70 students @ \$227.00 each \$15,890.00
7 staff and chaperones @ \$185.00 plus \$4.14 tax on meals each \$1,323.98
Partial payment of \$7,150.50 is due January 31, 2020
Balance due May 15, 2020 \$10,063.48 upon invoice

Program Cost for Ayers Elementary
Total program cost is \$19142.60
70 students @ 245.00 each \$17,150.00
10 staff and chaperones @ 195.00 plus \$4.26 tax on meals each \$1,992.60
Partial payment of \$7,717.50 is due January 31, 2020
Balance due April 1, 2020 \$11,425.10 upon invoice

Program Cost for Meadow Homes
Elementary
Total program cost is \$16,756.56
113 students @ 260.00 each
12 staff and chaperones @ 210 plus \$6.38 tax on meals
Partial payment of \$7,540.45 is due January 31, 2020
Balance due June 1, 2020 upon invoice

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:	UCCR Wolf Camp Arroyo
Services to be performed under the Agreement:	Outdoor School for Ayers, Meadow Homes and Rio Vista Elementary
School(s)/Location(s) where services will be performed:	Camp Arroyo
Total amount to be paid by the District under this Agreement:	\$ 46,113.05
Term of Agreement:	upon invoice
<i>Check the applicable box(es) and fill in any blanks.</i>	
1	<input type="checkbox"/> I certify that none of my employees, nor myself, will have more than limited contact (as defined by the District) with District students during the term of the Agreement. Therefore, we have not been fingerprinted.
2A	<input checked="" type="checkbox"/> If this box is checked, then Box 2B also applies and must be checked to indicate these employees have been fingerprinted. The following employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement (attach and sign additional pages, as needed):
2B	<input checked="" type="checkbox"/> I certify that the employees noted in 2A above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Certification by Contractor/Consultant

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

Desiree Gant

Independent Contractor/Consultant Signature
Desiree Gant 12/06/19

Print Name Date
Independent Contractor/Consultant

Superintendent or his/her Designee's Signature
José Espinoza

Print Name Date
Superintendent or his/her Designee's Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/21/2019

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 K&K INSURANCE GROUP, INC. P.O. BOX 2338 FORT WAYNE, IN 46801	CONTACT NAME:	LEISURE	
	PHONE (A/C, No, Ext):	877-355-0315	FAX (A/C, No): 260-459-5990
E-MAIL ADDRESS:			
INSURED UNITED CAMPS, CONFERENCES AND RETREATS 1304 SOUTH POINT BLVD SUITE 200A PETALUMA, CA 94954		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: NATIONAL CASUALTY COMPANY	11991
		INSURER B: SCOTTSDALE INDEMNITY COMPANY	15580
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: C111881

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	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			KKI0000023700800	11/1/2019 12:01 AM	1/1/2021 12:01 AM	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$300,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
							LEGAL LIAB TO PARTICIPANTS	
							PROFESSIONAL LIABILITY	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			KKI0000023700900	11/1/2019 12:01 AM	1/1/2021 12:01 AM	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			XKO0000023701000	11/1/2019 12:01 AM	1/1/2021 12:01 AM	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCC00000330096	11/1/2019 12:01 AM	11/1/2020 12:01 AM	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
	PARTICIPANT ACCIDENT						AD&D	
							Primary Medical	
							Excess Medical	
							Weekly Indemnity	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS ADDED AS ADDITIONAL INSURED, BUT ONLY FOR LIABILITY CAUSED, IN WHOLE OR IN PART, BY THE ACTS OR OMISSIONS OF THE NAMED INSURED.

RE: MT. DIABLO UNIFIED SCHOOL DISTRICT @ CAMP ARROYO / 4/15/2020 - 4/17/2020

CERTIFICATE HOLDER

MT. DIABLO UNIFIED SCHOOL DISTRICT
AYERS ELEMENTARY SCHOOL
5120 MYRTLE DRIVE
CONCORD, CA 94521

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

MT. DIALO UNIFIED SCHOOL DISTRICT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the

insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



SERVICE AGREEMENT NO. 1054A



Return signed copy and deposit to:

UCCR Web of Life Field (WOLF) School
PO Box 2517, Aptos, CA 95001
Phone: (831) 684-0148 / Fax: (831) 685-3889
www.WOLFSchool.org

CHECKS MADE PAYABLE TO: UCCR

This constitutes a Service Agreement between WOLF School and:

ATTENDING SCHOOL AYERS Elementary School
CONTACT PERSON/AUTHORIZED AGENT Martha Thomas
SCHOOL ADDRESS 5120 Myrtle Dr, Concord CA 94521 SCHOOL PHONE (925) 682-7686
PROGRAM/ GRADE LEVEL 3day/2night 5th Grade ROSS

GUARANTEED MINIMUM NUMBER OF PARTICIPANTS:

Students 70 Student Fee \$ 245 per person (no tax on persons under the age of 18)

Teachers/Chaperones 7 Teacher/Chaperone per person, plus meal tax: \$ 195 + 4.26 % tax = \$ 199.26

ESTIMATED # OF STUDENTS 70 ADDITIONAL FEES _____

GUARANTEED MINIMUM FEE \$ 17,150.00 (based on the guaranteed minimum #of students stated above)

ARRIVAL DATE/TIME Wednesday 4/15/20 @ 11:00am DEPARTURE DATE/TIME Friday 4/17/20 @ 11:30am
FIRST MEAL Dinner 4/15/20 LAST MEAL Bag Lunch 4/17/20

This agreement is entered into for the purpose of providing educational services for an outdoor school program at WOLF Camp Arroyo, located at 5535 Arroyo Road, Livermore, CA 94550.

- 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 18-20 students.
 3. Provide instructional materials and supplies as required for implementation of the program.
 4. Provide accident and health insurance for students, teachers, and chaperones.
 5. Provide optional pre-trip presentation at your school.
- Attending School will provide:
 1. Own transportation to and from program site.
 2. Own chaperones/counselors at a ratio of one for each ten students.
 3. One emergency vehicle to remain with Attending School group for the duration of the program.
 4. Certificate of Liability Insurance as detailed in Terms & Conditions.

If Attending School terminates this agreement without using the services as agreed, Attending School agrees to pay the entire amount of the guaranteed minimum fee of \$17,150.00 as liquidated damages. Attending School will be released from payment of the guaranteed minimum fee provided UCCR/Web of Life Field School receives written notice of the termination ninety (90) days prior to the starting date of their program.

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

SIGNED SERVICE AGREEMENT & DEPOSIT DUE 31 January 20, 2020 _____

DEPOSIT OF \$ 7,717.50 CHECK # _____ PAID DATE _____

BY _____

Signature of Authorized Agent

Position

Date

UCCR WOLF CAMP ARROYO SERVICE AGREEMENT

TERMS & CONDITIONS

By signing this service agreement, you are agreeing to the following:

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 lists of, and a current health history and a school accepted statement of 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. Attending school shall be solely responsible for all first aid and medical supervision or treatment. Attending school agrees to furnish qualified staff for health care needs and supervision, including but not limited to, CPR/First Aid, and AED certification. Attending school is responsible for all emergency and non-emergency transportation. 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 and present adequate proof at least 30 days prior to arrival.
- 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 (on page 1) 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. Determination of that amount shall be in UCCR/WOLF 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 Agreements 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.
- E. Attending school guarantees that total number of participants will not exceed the facility maximum.

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. If attending school terminates this agreement no later than 90 days prior to the event without use of the facility, UCCR/WOLF School will issue a refund of 80% to the attending school. If attending school terminates this agreement within 90 days of the event without using the facility as agreed, attending school agrees to pay to UCCR/WOLF School the entire amount of the Guaranteed Minimum Fee as liquidated damages.
- 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.



SERVICE AGREEMENT NO. 1039A



Return signed copy and deposit to:

UCCR Web of Life Field (WOLF) School
PO Box 2517, Aptos, CA 95001
Phone: (831) 684-0148 / Fax: (831) 685-3889
www.WOLFSchool.org

CHECKS MADE PAYABLE TO: UCCR

This constitutes a Service Agreement between WOLF School and:

ATTENDING SCHOOL Meadow Homes Elementary
CONTACT PERSON/AUTHORIZED AGENT Wendy Stark
SCHOOL ADDRESS 1371 Detroit Ave, Concord, CA 94520 SCHOOL PHONE (925) 324-2160
PROGRAM/ GRADE LEVEL 4day/3night

GUARANTEED MINIMUM NUMBER OF PARTICIPANTS:

Students 113 Student Fee \$ 260 per person (no tax on persons under the age of 18)
Teachers/Chaperones 12 Chaperone per person, plus meal tax: \$ 210 + 6.38 tax = \$ 216.38

ESTIMATED # OF STUDENTS 125 ADDITIONAL FEES 6 additional chaperones @ \$130/each

SCHOLARSHIP SUBSIDY \$ 16,000.00 (to be deducted on the final invoice)

GUARANTEED MINIMUM FEE \$ 16,756.56

(based on the guaranteed minimum #of students, teacher/chaperones, and minus scholarship stated above)

ARRIVAL DATE/TIME Tuesday 5/19/20 @ 11:00am DEPARTURE DATE/TIME Friday 5/22/20
FIRST MEAL Dinner 5/19/20 LAST MEAL Bag Lunch 5/22/20

This agreement is entered into for the purpose of providing educational services for an outdoor school program at WOLF Camp Arroyo, located at 5535 Arroyo Road, Livermore, CA 94550.

- 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 18-20 students.
 3. Provide instructional materials and supplies as required for implementation of the program.
 4. Provide accident and health insurance for students, teachers, and chaperones.
 5. Provide optional pre-trip presentation at your school.
- Attending School will provide:
 1. Own transportation to and from program site.
 2. Own chaperones/counselors at a ratio of one for each ten students.
 3. One emergency vehicle to remain with Attending School group for the duration of the program.
 4. Certificate of Liability Insurance as detailed in Terms & Conditions.

If Attending School terminates this agreement without using the services as agreed, Attending School agrees to pay the entire amount of the guaranteed minimum fee of \$16,756.56 as liquidated damages. Attending School will be released from payment of the guaranteed minimum fee provided UCCR/Web of Life Field School receives written notice of the termination ninety (90) days prior to the starting date of their program.

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

SIGNED SERVICE AGREEMENT & DEPOSIT DUE 31 January 20, 2020

DEPOSIT OF \$ 7,540.45 CHECK # _____ PAID DATE _____

BY _____
Signature of Authorized Agent Position Date

UCCR WOLF CAMP ARROYO SERVICE AGREEMENT

TERMS & CONDITIONS

By signing this service agreement, you are agreeing to the following:

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 lists of, and a current health history and a school accepted statement of 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. Attending school shall be solely responsible for all first aid and medical supervision or treatment. Attending school agrees to furnish qualified staff for health care needs and supervision, including but not limited to, CPR/First Aid, and AED certification. Attending school is responsible for all emergency and non-emergency transportation. 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 and present adequate proof at least 30 days prior to arrival.

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 (on page 1) 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. Determination of that amount shall be in UCCR/WOLF 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 Agreements 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 removed unauthorized persons from the program and facility.

E. Attending school guarantees that total number of participants will not exceed the facility maximum.

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. If attending school terminates this agreement no later than 90 days prior to the event without use of the facility, UCCR/WOLF School will issue a refund of 80% to the attending school. If attending school terminates this agreement within 90 days of the event without using the facility as agreed, attending school agrees to pay to UCCR/WOLF School the entire amount of the Guaranteed Minimum Fee as liquidated damages.

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.



SERVICE AGREEMENT NO. 1033A



Return signed copy and deposit to:
 UCCR Web of Life Field (WOLF) School
 PO Box 2517, Aptos, CA 95001
 Phone: (831) 684-0148 / Fax: (831) 685-3889
 www.WOLFSchool.org

CHECKS MADE PAYABLE TO: UCCR

This constitutes a Service Agreement between WOLF School and:

ATTENDING SCHOOL _____ Rio Vista Elementary

CONTACT PERSON/AUTHORIZED AGENT _____ Elizabeth Ian Franki

SCHOOL ADDRESS 611 Pacifica Avenue, Bay Point, CA 94565 SCHOOL PHONE _____ (925) 408-2409

PROGRAM/ GRADE LEVEL _____ 3day/2night ROSS 5th Grade

GUARANTEED MINIMUM NUMBER OF PARTICIPANTS:

Students _____ 70 _____ Student Fee \$ 227.00 per person (no tax on persons under the age of 18)

Teachers/Chaperones _____ 7 _____ Teacher/Chaperone per person, plus meal tax: \$ 185 + 4.14 % tax = \$ 189.14

ESTIMATED # OF STUDENTS _____ 70 _____ ADDITIONAL FEES _____

SCHOLARSHIP SUBSIDY \$ 7,000.00 (to be deducted from final invoice)

GUARANTEED MINIMUM FEE \$ 10,213.89 (based on the guaranteed minimum #of students, teachers/chaperones and minus scholarship stated above)

ARRIVAL DATE/TIME Monday 4/13/20 @ 11:00am DEPARTURE DATE/TIME Wednesday 4/15/20 @ 12:00pm

FIRST MEAL Dinner 4/13/20 LAST MEAL Bag Lunch 4/15/20

This agreement is entered into for the purpose of providing educational services for an outdoor school program at WOLF Camp Arroyo, located at 5535 Arroyo Road, Livermore, CA 94550.

- 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 18-20 students.
 3. Provide instructional materials and supplies as required for implementation of the program.
 4. Provide accident and health insurance for students, teachers, and chaperones.
 5. Provide optional pre-trip presentation at your school.
- Attending School will provide:
 1. Own transportation to and from program site.
 2. Own chaperones/counselors at a ratio of one for each ten students.
 3. One emergency vehicle to remain with Attending School group for the duration of the program.
 4. Certificate of Liability Insurance as detailed in Terms & Conditions.

If Attending School terminates this agreement without using the services as agreed, Attending School agrees to pay the entire amount of the guaranteed minimum fee of \$8,890.00 as liquidated damages. Attending School will be released from payment of the guaranteed minimum fee provided UCCR/Web of Life Field School receives written notice of the termination ninety (90) days prior to the starting date of their program.

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

SIGNED SERVICE AGREEMENT & DEPOSIT DUE _____ ³¹ Janauary 20, 2020 _____

DEPOSIT OF \$ 7,150.50 CHECK # _____ PAID DATE _____

BY _____
Signature of Authorized Agent Position Date

UCCR WOLF CAMP ARROYO SERVICE AGREEMENT

TERMS & CONDITIONS

By signing this service agreement, you are agreeing to the following:

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 lists of, and a current health history and a school accepted statement of 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. Attending school shall be solely responsible for all first aid and medical supervision or treatment. Attending school agrees to furnish qualified staff for health care needs and supervision, including but not limited to, CPR/First Aid, and AED certification. Attending school is responsible for all emergency and non-emergency transportation. 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 and present adequate proof at least 30 days prior to arrival.
- 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 (on page 1) 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. Determination of that amount shall be in UCCR/WOLF 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 Agreements 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 removed unauthorized persons from the program and facility.
- E. Attending school guarantees that total number of participants will not exceed the facility maximum.

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. If attending school terminates this agreement no later than 90 days prior to the event without use of the facility, UCCR/WOLF School will issue a refund of 80% to the attending school. If attending school terminates this agreement within 90 days of the event without using the facility as agreed, attending school agrees to pay to UCCR/WOLF School the entire amount of the Guaranteed Minimum Fee as liquidated damages.
- 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.

R 117241 R 11724
R 117712

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. United Camps Conferences & Retreats	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ 501 (c) (3) Non-Profit Corporation	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3). Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 1304 South Point Boulevard, Suite 200-A	Requester's name and address (optional)
6 City, state, and ZIP code Petaluma, CA 94954	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	
OR	
Employer identification number	
9 4 - 1 7 1 1 4 2 4	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 1/29/19
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1096 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



TAX EXEMPT CERTIFICATE

SERVICE AGREEMENT NUMBER 1054A PROGRAM DATES 4/15/20 - 4/17/20
WOLF SCHOOL CAMPUS ATTENDING Camp Arroyo

As a tax exempt school, students who are attending an educational program sponsored by you may be exempt from paying sales tax on their meals if the three qualifications listed below are met.

Please sign this certificate below and return it to WOLF School with a signed copy of your Service Agreement. If we do not have this in our possession we must charge sales tax on all meals served.

I hereby certify that Ayers Elementary qualifies (as defined in the Revenue and Taxation Code 6363 of the Sales and Use Tax Law) as a school (tax exempt), serving meals to students of educational programs, who are exempt from the collection of sales tax on meals. We do meet the three qualifications listed below, and the meals are paid for by the students, not by the school.

1. We conduct regularly scheduled classes.
2. There is required attendance.
3. We have qualified teachers.

We are purchasing the meals from UCCR/Web of Life Field (WOLF) School for resale to the students.

SIGNATURE _____ DATE _____

PRINTED NAME Jose Esparza PHONE NUMBER 925-682-8000 x-4024

Please return one (1) signed copy of the Tax Exempt Certificate to

Web of Life Field (WOLF) School via:

Mail: PO Box 2517, Aptos, CA

95001 Phone: (831) 684-0148

Fax: (831) 685-3889

Email: admin@wolfschool.org



TAX EXEMPT CERTIFICATE

SERVICE AGREEMENT NUMBER 1039A PROGRAM DATES 5/19 - 5/21/20
WOLF SCHOOL CAMPUS ATTENDING Camp Arroyo

As a tax exempt school, students who are attending an educational program sponsored by you may be exempt from paying sales tax on their meals if the three qualifications listed below are met.

Please sign this certificate below and return it to WOLF School with a signed copy of your Service Agreement. If we do not have this in our possession we must charge sales tax on all meals served.

I hereby certify that Meadow Homes Elementary qualifies (as defined in the Revenue and Taxation Code 6363 of the Sales and Use Tax Law) as a school (tax exempt), serving meals to students of educational programs, who are exempt from the collection of sales tax on meals. We do meet the three qualifications listed below, and the meals are paid for by the students, not by the school.

1. We conduct regularly scheduled classes.
2. There is required attendance.
3. We have qualified teachers.

We are purchasing the meals from UCCR/Web of Life Field (WOLF) School for resale to the students.

SIGNATURE _____ DATE _____

PRINTED NAME Jose Espinoza PHONE NUMBER 925-6828000 x4024

Please return one (1) signed copy of the Tax Exempt Certificate to

Web of Life Field (WOLF) School via:

Mail: PO Box 2517, Aptos, CA

95001 Phone: (831) 684-0148

Fax: (831) 685-3889

Email: admin@wolfschool.org



TAX EXEMPT CERTIFICATE

SERVICE AGREEMENT NUMBER 10339 PROGRAM DATES 4/13-4/15/20
WOLF SCHOOL CAMPUS ATTENDING Camp Arroyo

As a tax exempt school, students who are attending an educational program sponsored by you may be exempt from paying sales tax on their meals if the three qualifications listed below are met.

Please sign this certificate below and return it to WOLF School with a signed copy of your Service Agreement. If we do not have this in our possession we must charge sales tax on all meals served.

I hereby certify that Rio Vista Elementary qualifies (as defined in the Revenue and Taxation Code 6363 of the Sales and Use Tax Law) as a school (tax exempt), serving meals to students of educational programs, who are exempt from the collection of sales tax on meals. We do meet the three qualifications listed below, and the meals are paid for by the students, not by the school.

1. We conduct regularly scheduled classes.
2. There is required attendance.
3. We have qualified teachers.

We are purchasing the meals from UCCR/Web of Life Field (WOLF) School for resale to the students.

SIGNATURE _____ DATE _____

PRINTED NAME Jose Espinoza PHONE NUMBER 925-6828000 x4024

Please return one (1) signed copy of the Tax Exempt Certificate to

Web of Life Field (WOLF) School via:

Mail: PO Box 2517, Aptos, CA

95001 Phone: (831) 684-0148

Fax: (831) 685-3889

Email: admin@wolfschool.org