



NATUREBRIDGE CONTRACT FOR ENVIRONMENTAL SCIENCE PROGRAMS

This Contract for Environmental Science Programs (the "Contract") is entered into by and between Graham Middle School (MVWSD) and NatureBridge (together, the "Parties") for the dates of **10/05/2020-10/09/2020** at the **Yosemite Campus**. The Parties agree as follows:

Definitions: The following definitions shall apply to this Contract.

"Chaperone" means and includes all persons 21 or older, including teachers, who have been designated by the Group as being responsible for Minor Participants.

"Contract" means this Agreement and the Invoice.

"Environmental Science Program" or **"Program"** means the educational program to be provided to the Group in accordance with the terms and conditions set forth in this Contract.

"Group" means the legal entity or other contracting party or parties who have executed this Contract and is or are contractually bound by its terms.

"Invoice" means the document issued by NatureBridge to the Group which accompanies this Agreement, and accepted by the Group as evidenced by execution of this Agreement, setting forth the Booking Deposit, the number of Participants, the Final Payment, the Scholarship Fee, and the Scheduled Arrival Date.

"Learning Group" means each smaller group into which the Participants are divided during the Program.

"Minor Participants" means those Participants who are younger than age 18.

"NatureBridge" means NatureBridge, a California Nonprofit Public Benefit Corporation.

"NatureBridge Campus" shall mean those areas of the respective National or State Park and private camps in which the Program is conducted, and generally includes the dining and lodging facilities, as well as any classrooms, labs and administrative buildings.

"Participant" means and includes all students, parents, teachers and chaperones who participate in the Environmental Science Program.

"Program Day" shall mean that portion of a day when the Program is in progress and during which NatureBridge staff are responsible for the supervision and safety of the Participants. A Program Day generally begins each day when NatureBridge staff meet the Participants and ends when the Program has been concluded by NatureBridge staff and the Participants have been released to the supervision and control of the Chaperones.

"Scheduled Arrival Date" means the date on which Group Participant are scheduled to arrive at the NatureBridge Campus.

NatureBridge Responsibilities. NatureBridge shall:

1. Provide the Invoice to the Group with this Agreement.
2. Provide the Environmental Science Program described in the Invoice. The Program includes educator staff; group experiential learning; meals; lodging; and limited intra-park transportation.
3. Be responsible for the safety and supervision of all Participants at all times during each Program Day except under certain circumstances outlined below in Group Responsibilities.

Group Responsibilities. The Group shall:

1. Make timely payment of all amounts due pursuant to this Contract.
2. Be familiar and comply with all NatureBridge policies, guidelines and Group Coordinator materials applicable to the Program. Such policies, guidelines and Group Coordinator materials are available online at naturebridge.org or will be provided upon request.
3. Deliver to NatureBridge, by no later than the first day of the Program, NatureBridge Participant Agreements signed by each adult Participant, and by the parent or guardian of each Minor Participant, as the case may be. The Group understands and agrees that no individual will be allowed to participate in any Program without a duly signed Participant Agreement.



4. Provide all transportation of Participants to and from the Program.
5. Provide at least one Chaperone for each Learning Group and a sufficient number of additional Chaperones if needed to ensure the safety and appropriate supervision of all Minor Participants.
6. Assume full responsibility for the safety and supervision of all Participants during all times that are before or after each Program Day.
7. Be responsible for communicating any Participant food allergies or dietary needs to NatureBridge and assisting Participants in monitoring for potential exposures to food allergens.
8. Be responsible for knowing any medication requirements and/or any relevant physical or mental conditions or limitations of Minor Participants, and for administering any medication to Minor Participants in accordance with School policies.
9. Be responsible for any Participant who is required to remain on the NatureBridge Campus during the Program Day due to injury, illness, or any other reason.
10. Obtain advance permission from NatureBridge staff before removing Participants from any Program-related activity in order to enable such Participants to participate in a non-Program-related activity not prohibited by NatureBridge policies; upon being granted such advance permission, the Group shall assume full responsibility for such Participants and the risks associated with such non-Program-related activity. Participants shall not be removed from a Program for more than three (3) hours.
11. Ensure that no alcohol is consumed by Chaperones at any time while they are responsible for the safety and supervision of Minor Participants.
12. Be responsible for any loss of or damage to NatureBridge property, equipment and facilities or any NatureBridge Campus caused by the acts or omissions of any Participants.
13. Discourage Participants from bringing any unnecessary items or property to the NatureBridge Campus and indemnify and hold NatureBridge harmless for the theft or loss of any personal items belonging to Participants.

Deposit Policy: The Group shall provide a booking deposit representing 25% of the total cost of the Program based on the estimated number of Participants ("Booking Deposit"). The Booking Deposit shall be paid to NatureBridge by the date noted on the Invoice. The Booking Deposit is non-refundable and is not transferable to other Programs or dates.

Minimum Group Size: Because each NatureBridge Campus has different vendor requirements, the Group agrees to pay for the following minimum number of Participants, regardless of whether the actual Group has fewer Participants: **Yosemite:** minimum 14 Participants. **Golden Gate:** minimum 12 Participants. **Olympic:** minimum 12 Participants. **Southern California:** minimum 25 Participants at Circle X Ranch, minimum 30 Participants at Hess Kramer, minimum 15 Participants at Shalom Institute, and minimum 15 Participants for day Programs. Individual Participants who leave the Program early for any reason will forfeit their entire payment. No refunds will be provided.

Group Reservation Confirmation: Upon receipt of the Booking Deposit and this Contract (including the Invoice) signed by a duly authorized representative of the Group, NatureBridge will confirm the Group's reservation.

Changes in Group Reservation:

- The Group may decrease the number of Participants by up to a maximum of 5% of the original number of Participants so long as the Group gives written notice to NatureBridge of such decrease not less than ninety (90) days before the Scheduled Arrival Date, and in the event of such timely notice of decrease, the final amount owed pursuant to the Invoice shall be reduced to reflect the permitted decrease in the number of Participants. Any other decrease in the number of Participants for any reason shall not result in a reduction in the amounts owed pursuant to the Invoice.
- The number of Participants may not be increased without prior written approval from NatureBridge.



- The Group may terminate this Contract so long as notice of such termination is delivered to NatureBridge no less than ninety (90) days before the Scheduled Arrival Date, in which event this Contract shall terminate, NatureBridge shall retain the Booking Deposit, and neither party shall have any further obligations under the Contract. The Group may not terminate this Contract on or after the ninetieth (90th) day before the Scheduled Arrival Date, and any such attempted termination or other cancellation or refusal to participate by the Group shall not affect this Contract, and all amounts required to be paid by the Invoice shall be paid when due by the Group, and the Group shall not be entitled to any refund of any amounts previously paid.

Final Payment: Except for the Booking Deposit, all amounts owed by the Group pursuant to the Invoice shall be paid to NatureBridge on or before thirty (30) days prior to the Scheduled Arrival Date.

Scholarship Fee: A \$2.00 per Participant scholarship fee is assessed for all Groups. This fee is deposited directly into the NatureBridge scholarship fund.

Insurance: The Group represents and warrants that it is self-insured and/or that it maintains appropriate liability insurance, with limits of not less than \$1,000,000, for the Program, which includes sexual abuse and molestation coverage of at least \$1,000,000 for each occurrence.

Indemnity: The Group agrees to indemnify and hold harmless NatureBridge, and its officers, directors, employees, and agents (collectively, "Agents"), from and against all claims, demands, actions, damages, liabilities, costs and expenses (including but not limited to reasonable attorneys' fees and costs), caused by, arising out of, or related to any negligent, wrongful or unlawful act or omission on the part of the Group, its Agents or any of the Participants.

Except as otherwise expressly provided for in this Contract, NatureBridge agrees to indemnify and hold harmless the Group from and against all claims, demands, actions, damages, liabilities, costs and expenses (including reasonable attorneys' fees and costs), caused by, arising out of, or related to any negligent, wrongful, or unlawful act or omission on the part of NatureBridge, or any of its Agents.

Neither NatureBridge nor the Group shall be obligated to indemnify the other party in any manner whatsoever for the acts or omissions of the other party or its Agents.

Removal of Participants: NatureBridge reserves the right, in its sole discretion, to refuse to enroll in a Program, or to remove from a Program in progress, any person whose participation NatureBridge reasonably believes may present a risk of harm to that individual or to others, and in the event of any removal of any Participant during a Program in progress, there shall be no adjustment or refund of any amount owed or paid for such Participant's participation in such Program.

Change in Program: If for reasons beyond NatureBridge's reasonable control (e.g., inclement weather, wildfires, acts of God, etc.) it cannot provide the specified Program, or cannot do so at the specified location, then: (i) NatureBridge may change the Program and/or the location of the Program so long as the content and value of the changed Program is substantially the same as the original Program, and in such event, there shall not be any reduction in the amounts owed for such Program or any refund of amounts paid for such Program; or (ii) NatureBridge may cancel the specified Program and in such event shall return to the Group all amounts paid by the Group for the specified Program.

Non-Discrimination: NatureBridge and its contractors and/or subcontractors do not discriminate against any individual or group based upon race, color, religion, national origin, sex, age, ancestry, citizenship, physical or mental disability, marital status, medical condition, sexual orientation, gender identification, or on the basis of any other characteristic protected by applicable law.

Privacy policy: NatureBridge respects the confidentiality of the information provided by Participants, and will not sell or make available this information to other organizations. NatureBridge reserves the right to use this information for internal marketing and development purposes.

California Law/Severability: This Contract is entered into and governed by the laws of the State of California. Any provision determined to be void or illegal under applicable law shall be deemed severable, and all other provisions of this Contract shall remain in full force and effect.

Mediation/Arbitration: In the event of any dispute between the Parties with regard to the terms of this Contract, the Parties agree to submit such dispute to mediation in a good faith effort to resolve the dispute informally. Mediation will be held at the following locations: In San Francisco, CA for



California programming; and in Seattle, WA for Washington programming. The costs of such mediation shall be shared equally by the Parties. Should mediation not resolve the dispute, the Parties agree to submit the dispute to binding arbitration before the American Arbitration Association, pursuant to the Rules for Commercial Disputes. The arbitration will take place in the respective locations referenced above based on Program location. The award of the arbitrator shall be final and binding with no right of appeal. The costs and expenses of arbitration shall be shared equally by the Parties, and each side shall bear its own attorney's fees and costs, unless otherwise determined by the arbitrator in his/her award.

Entire Agreement: The Parties agree that this Contract constitutes the entire agreement between them on the subjects encompassed herein; that all prior agreements, whether oral or written, are expressly superseded and of no force or effect; that no changes or modifications to the terms of this Contract shall be valid unless made in writing and signed by duly authorized representatives of both Parties; and that in the event of any inconsistency between the terms of this Agreement and the Invoice, the terms of the Invoice shall control.

Authority: Each person signing below represents and warrants that he/she is authorized to enter into this Contract and to commit his/her organization to its terms.

NATUREBRIDGE, A CALIFORNIA
NONPROFIT PUBLIC BENEFIT
CORPORATION

A handwritten signature in blue ink, appearing to read "Judy Lin".

By: _____

Print Name: Judy Lin

Title: Chief Operating Officer

Dated: April 3, 2020

GROUP: _____

By: _____

Print Name: _____

Title: _____

Dated: _____

Group: Graham Middle School (MVWSD)
Dates: 10/05/2020-10/09/2020
NatureBridge Campus: Yosemite

Please return all 4 pages of the signed contract to our San Francisco Office by any of the following methods:
Email: accountsreceivable@naturebridge.org Fax: 415-992-4711
Mail: NatureBridge, Attn: Accounts Receivable, 28 Geary Street, Suite 650, San Francisco, CA 94108



NatureBridge Yosemite
(209) 379-9511
naturebridge.org

Apr 3, 2020 8:15 AM PDT

Initial Invoice - ESCI

Invoice # 2101-000167

Graham Middle School (MVWSD)

Krista Berry
1175 Castro Street
Mountain View, CA 94040

P: (650) 526-3570

E: krberry@mvwsd.org

Graham Middle School

**Field Science | 3:00PM Monday, October 5, 2020 - Friday, October 9, 2020
at TBD**

CHARGES

Item	Description	QTY	Price	Subtotal	Tax	Total
5 Day Student Tuition		271	\$520.00	\$140,920.00	\$0.00	\$140,920.00
5 Day Teacher/Chaperone Tuition		27	\$500.00	\$13,500.00	\$0.00	\$13,500.00
Scholarship Fees		298	\$2.00	\$596.00	\$0.00	\$596.00
Total Charges						\$ 155,016.00

PAYMENTS

Date	Payment Description	Amount Paid
Total Payments		\$ 0.00
BALANCE DUE		155,016.00

Please remit **\$38,754.00** to the address below by **5/10/2020**. If the deposit is not received by 5/10/2020, your participation in our program cannot be guaranteed!

PAYMENT IN FULL IS DUE 30 DAYS PRIOR TO ARRIVAL

Please remit to: NatureBridge, 28 Geary Street, Suite 650, San Francisco, CA 94108

Please write your Invoice Number on your check

***NatureBridge connects young people to the wonder and science of the natural world,
igniting self-discovery and inspiring stewardship of our planet.***