



MOSS Provides:

One classroom preparation visit
On-site program
Lodging and Food
Teacher/Naturalist staff
Training for cabin leaders
Transportation for on-site field trips

School Provides:

One teacher per class
Recruitment of cabin leaders (1 cabin leader per 8 Students)
Transportation to and from MOSS
Medical & liability insurance coverage for participants

Early Payment

Deposit Due: NOW (to hold week)

Full Amount: \$19,684.00

Deposit Amount: \$500

Balance: \$19,184.00

Early Payment Due: 12/31/19

Fee per participant: \$246.05

Number participants: 80

On-site dates: 5/18 – 5/22/20

OR Deposit & Balance of Payment

Deposit Due: NOW (to hold week)

Full Amount: \$20,720.00

Deposit Amount: \$500

Balance: \$20,220.00
(Due 40 days prior to program!)

Fee per participant: \$259.00

Number participants: 80

On-site dates: 5/18 – 5/22/20

MOSS/Date

Mendocino Woodlands Camp Assoc.
PO Box 267
Mendocino, CA 95460

Authorized School Signature/ Date

Ukiah Unified School District
Pomolita Middle School
740 N. Spring Street
Ukiah, CA 95482

RECITALS

1. I MWCA leases a group camping facility known as the Mendocino Woodlands Camps One, Two and Three ("Woodlands") from the State of California Department of Parks and Recreation.
2. II Under the terms of MWCA's lease, MWCA rents the Woodlands for group camps and environmental study.
3. III Occupant desires to participate in the Woodlands' MOSS program.

NOW THEREFORE, the parties hereto agree as follows:

1. Agrees to Rent. Occupant agrees to participate in the Mendocino Woodlands MOSS program for the days and fees designated on page 1 of this contract, as well as any charges due, do to a violation of MWCA camp rules.

2. Payment of Fees. Occupant agrees to pay to the Mendocino Woodlands, as rental and other charges for the use and occupancy of the camp at the times and in the manner hereinafter provided:

A. Reservation Fee: **Upon the execution of this agreement, an amount equal to \$500.00.** This fee is non-refundable, however, upon completion of this contract, the fee will be credited to your final bill.

B. Payment(s): Any advance payments will be due on or before the date(s) listed on page one (1) of this contract.

C. Full Payment: The Full Payment will be due on or before the date listed on page one (1) of this contract.

D. Other Camp Charges: Occupant agrees to pay for any and all costs associated with any and all damages to MWCA caused by Occupant. These charges will be due thirty days (30) upon receipt.

E. Teacher/Naturalists: To adequately prepare for your school's program, MWCA hires its Teacher/Naturalist staff on a 10 - 12 student to 1 Teacher/Naturalist ratio. The number of Teacher/Naturalists hired for your school's on-site program is based on the "Approximate number of students" listed on page 1 of this contract. If the number of students is going to be less, **MWCA must be notified by 45 days prior to your school's On-site Program year as listed on page 1 of this contract.** If MWCA is not notified, or a final student number is not determined, your school will be charged for the number of students specified on page one.

MWCA _____ OCCUPANT _____

3. Service Charge. Occupant agrees to pay Mendocino Woodlands the sum of 1.5% per month as and for a service charge on all balances past due.

4. Possession and Use. The Mendocino Woodlands shall be used during the terms of this Agreement solely and only for the purpose of conducting organized non-profit group camping, outdoor recreation, and conservation education without regard to race, color, creed, sex or national origin. Occupant agrees to conduct activities in accordance with the MWCA Camp Rules Agreement and all governmental laws, ordinances, and regulations and the minimum standards for resident camps of the American Camping Association.

5. Condition of Woodlands. MWCA represents that the Woodlands will be in fit condition for use as a camping facility, and Occupant hereby agrees to advise MWCA immediately upon taking possession of defects or deficiencies in the camp or personal property provided.

6. Waste, Nuisance and Unlawful Use. Occupant shall not commit, or allow to be committed, any waste or nuisance or allow the campsite to be used for an unlawful purpose. No person shall willfully or negligently pick, dig up, cut, mutilate, destroy, injure, disturb, move, molest, burn or carry away any trees or plant or portion thereof, including but not limited to leaf mold, mushrooms, flowers, foliage, berries, fruit, grass, turf, humus, shrubs or cones. Occupant agrees to preserve and protect all property, wildlife and other natural or man-made elements of the Woodlands environment from removal, vandalism, fire or other damage.

7. Alterations. Occupant agrees not to make or allow any alterations to be made to the Woodlands without the prior written permission of MWCA.

8. Assignment and Sublease. Occupant agrees not to transfer, assign, sublet, enter into a license, or concession agreement concerning the Mendocino Woodlands.

9. Liquidated Damages. BY SEPARATELY INITIALLYING THIS PARAGRAPH, THE PARTIES ACKNOWLEDGE THAT A BREACH OF THIS AGREEMENT BY OCCUPANT WILL RESULT IN SUBSTANTIAL DAMAGES TO MWCA IN AN AMOUNT, WHICH IS DIFFICULT TO PREDICT AT THE TIME OF THIS AGREEMENT. THEREFORE, THE PARTIES AGREE THAT 50% OF THE "ESTIMATED TOTAL FEE" SHOWN ON PAGE 1 OF MOSS CONTRACT IS A FAIR AND REASONABLE ESTIMATE OF THE DAMAGES THAT WOULD BE SUFFERED BY MWCA AS A RESULT OF OCCUPANT'S FAILURE TO OCCUPY THE WOODLANDS AS AGREED.

MWCA _____ OCCUPANT _____

10. Waiver of Tenant Protections. Occupant acknowledges that the California Civil Code gives tenants the right to demand that rental housing meet certain standards for tenancy and grants tenants certain remedies. MWCA and Occupant are of the opinion that the tenant provisions in the Civil Code do not pertain to the Mendocino Woodlands. In the event that such provisions may in the future be held to apply to the Mendocino Woodlands, Occupant specifically waives any and all protections of California Civil Code ss 1941 and 1942.

11. Notices and Demands. Occupant and MWCA agree that all notices and demands are to be in writing and served, postage prepaid, on the parties at the addresses specified on MOSS Contract, page 1.

12. Attorney's Fees. Should any litigation be commenced between the parties of this Agreement concerning this Agreement, or the rights and duties of either in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for their attorneys' and paralegals' fees and costs, including expenses connected with the use of experts, in such litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

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

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

14. Agreement Binding on Occupant, Occupant's Guests, Members, and Representatives. The parties hereto agree that all the provisions of this Agreement shall be binding on Occupant, the Occupant's guests, membership, and representatives, as well as the aforementioned persons' respective heirs, legal representatives, successors and assigns.

15. **LIABILITY & CANCELATION INSURANCE** The Occupant shall provide proof of liability insurance, prior to coming to camp, for not less than \$1,000,000. Mendocino Woodlands shall be listed as an additional insured. Each group is encouraged to procure event cancelation insurance to cover their own potential losses.

16. Occupancy Agreement Approval. It is understood by MWCA and Occupant that this Agreement is subject to the approval of the State of California Department of Parks and Recreation.

WHEREFORE, MENDOCINO WOODLANDS AND OCCUPANT HAVE DULY EXECUTED THIS AGREEMENT.

MENDOCINO WOODLANDS CAMP ASSOCIATION

"OCCUPANT"

By _____
 Jeanne Coleman Smith

By _____
