

# PALI INSTITUTE

Date: 5/6/2020  
PO Box 2237  
Running Springs, CA 92382  
Phone (909) 939-0888  
Fax (909) 867-1964



**Contract #: 07174**

**Dates of Attendance: 04-06-2021 to 04-09-2021**

## **SITE RESERVATION AGREEMENT**

This is an agreement between Pali Institute, Inc. and Cornerstone School at Pedregal for the use of Pali Institute's Outdoor Education program.

### **Cornerstone School at Pedregal**

Suzanne Wildey  
6069 Groveoak Pl., Rancho Palos Verdes, California 90275-2261  
(310) 378-0324

### **Trip Details: 4-day Trip**

<b>Attendee Type:</b>	<b>Quantity:</b>	<b>Price:</b>	<b>Total:</b>
Teacher Scholarship	2	\$0.00	\$0.00
Student Payee	64	\$450.00	\$28,800.00
Student Scholarship	2	\$0.00	\$0.00
			<b>Total Cost: \$28,800.00</b>

### **Reservations & Deposits**

**Initials** \_\_\_\_\_

Pali Institute does not officially reserve space until the deposit and signed agreement are received. The deposit amount will be deducted from the final bill. There is a 25-student minimum to reserve site facilities. Full payment is due 30 days prior to check-in. Any changes to the standard due dates and payment structure are subject to Pali Institute's approval. In exchange for the total payment listed, Pali Institute will provide your students and staff with meals starting with Lunch on 04-06-2021 through Lunch on 04-09-2021, a ten (10) to one (1) student to staff ratio, as well as instruction and supervision administered by Pali Institute Staff.

### **Late Payment Fees**

**Initials** \_\_\_\_\_

Full payment is due no later than 30 days prior to check-in. Any last-minute contract changes incurring additional fees will be submitted to Cornerstone School at Pedregal, with payment due upon receipt.

If accounts are not paid in full within 15 days following the trip, Pali Institute shall be entitled to recover all expenses (including attorneys' fees) related to the collection of overdue invoices. Any amounts not paid when due shall bear interest at a rate of 1.5% per month or the maximum amount legally allowable, whichever is greater, until such time as all outstanding amounts (including all interest and collection-related expenses) have been paid in full.

<b>DEPOSIT SCHEDULE</b>		
<b>Payment Number</b>	<b>Amount Due</b>	<b>Due Date</b>
1	\$11,025.00	05-20-2020
2	\$11,025.00	12-07-2020
3	\$6,750.00	03-07-2021

All payments should be made out to Pali Institute, and mailed to:

Pali Institute Attn: Relationship Manager  
PO Box 2237, Running Springs, CA 92382

## Hold Harmless Agreement

Initials \_\_\_\_\_

**Cornerstone School at Pedregal** HEREBY AGREES TO THE FOLLOWING:

1. **Cornerstone School at Pedregal** HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE PALI INSTITUTE, Inc., its directors, officers, shareholders, employees, and agents (hereinafter referred to as "Releasees") from all liability to the school, its employees, students, agents, personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to person or property or resulting in death, except if caused by the gross negligence or willful misconduct of the Releasees or otherwise while **Cornerstone School at Pedregal** or its employees, clients, agents, or representatives are in, upon, or about Pali's property.
2. **Cornerstone School at Pedregal** expressly agrees that the forgoing RELEASE and WAIVER is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

IT IS FURTHER MUTUALLY AGREED between the parties that:

- a. School shall not violate any city, county, or state law in or about the said premises.
- b. School shall not assign this agreement without written consent of Pali.
- c. This agreement is the product of joint negotiation and drafting. No provision herein will be construed against either party on the basis that a party drafted the language in question.

**Cornerstone School at Pedregal** HAS READ AND VOLUNTARILY SIGNS THIS AGREEMENT AND THE INCORPORATED RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement inconsistent with the foregoing written agreement have been made.

Initials \_\_\_\_\_

## Scholarships

Initials \_\_\_\_\_

Pali Institute will issue scholarships to both students and teachers. For students, one (1) scholarship will be allotted for every twenty-five (25) paying students. For teachers, one (1) scholarship will be allotted for every twenty-five (25) paying students. Additionally, for every teacher that attends above the 1:25 scholarship allotment the listed Rate per Teacher Payee will be incurred.

## Cancellations

Initials \_\_\_\_\_

Written cancellations received at least 120 days prior to check-in will be eligible for a refund of all monies paid (excluding the non-refundable rollover.) Any cancellation received less than 120 days prior to check-in will not be eligible for a refund and all deposits paid will be forfeited. All cancellations must be sent directly to the business office in writing either via mail or e-mail.

## Reductions

Initials \_\_\_\_\_

The last day to reduce the number of students on your invoice is 2/20/2021 12:00:00 AM, which is 45 days prior to arrival. Any reduction in student attendance numbers received less than 45 days prior to arrival are only eligible for a refund of half (50%) the student cost when submitted with a doctor's note. Schools are unable to reduce their payment numbers below 25 students. Any proposed increase in student numbers is contingent upon availability and must be approved by Pali Institute. **All refund requests are subject to the approval of Pali Institute. A written refund request does not guarantee that a refund will be issued.**

In the event that a student(s) cannot attend due to a last minute illness, a refund of half (50%) the cost per student will be available if a written refund request is submitted within five (5) days of departure with an attached doctor's note. If Pali Institute approves a refund it will be submitted to the school or financially responsible organization. Refund requests may be submitted to ø

## Guest Room Accommodations and Meals

Initials \_\_\_\_\_

Our guest rooms vary in size and type and are assigned to event participants based on a variety of factors. Cabins have built-in solid wood bunks, showers and full toilet and sink facilities as well as ample storage for personal belongings. The maximum number of guests in a cabin will not exceed 10 to 1 student to staff ratio.

Meals are served in our dining hall at the following times: Breakfast - 8:00 a.m., Lunch - 12:30 p.m., Dinner - 5:30 p.m. Meal times may change due to spacing limits in the dining hall or at the discretion of Pali Institute.

### Smoke Free Environment

Initials \_\_\_\_\_

Pursuant to state law, we have adopted a smoke-free policy in all buildings including guest cabins, meeting, social and dining rooms. Additionally, due to fire hazard in our mountain environment, smoking is prohibited anywhere at Pali Mountain.

### Student Behavior and Facility Damage

Initials \_\_\_\_\_

The school agrees to take responsibility for behavior issues that may occur on behalf of their students while attending Pali Institute. If a student violates the behavior policy of Pali Institute and/or the attending school, administrators from Pali Institute and the attending school may require a parent or guardian to remove their student. If the parent or guardian refuses to remove their student a school official will be responsible.

We cannot be responsible for lost or stolen articles, and there will be a charge for any damage to facilities by your students.

### Transportation

Initials \_\_\_\_\_

The attending school will be responsible for transportation to and from Pali Mountain. The scheduled arrival time will be between 10:30AM and 11:00AM, and busses should arrive on the day of departure between 9:00AM and 10:00AM to be loaded and depart by 11:00AM.

### Inclement Weather

Initials \_\_\_\_\_

During times of snowstorms and inclement weather, the Pali site remains open and operational. During these times Route 18 and 330, our chief access roads, remain open to buses with chains. It is therefore the responsibility of the client to reach Pali for scheduled programming. If the client is unable to reach the site due to the weather conditions when Routes 18 and 330 are open, no refund will be given and all deposits paid will be forfeited. If both Route 18 and 330 are closed to all traffic for more than 4 hours on arrival day, Pali and the school shall use best efforts to reschedule a mutually convenient date, recognizing that it will be dependent on Pali Institute's remaining availability and may include weekend dates. If rescheduling options do not exist and Pali is unable to accommodate the school before the end of the current school year in which the trip was scheduled for, a refund will be given.

### Emergency Situations

Initials \_\_\_\_\_

If the school or Pali must cancel a trip due to a declared emergency condition such as fire, flood, earthquake, Pali shall communicate with the appropriate governmental agency(ies) having jurisdiction over Pali Institute's location (U.S. Forest Service, California Highway Patrol, San Bernardino County Sheriff, or the San Bernardino County Health and Safety Department) to ascertain the accessibility and safe operation of the program. Based on the recommendations made by the agency(ies), Pali and the school shall mutually agree on a course of action regarding the health and safety of students and staff. If the site in question is deemed inaccessible and/or considered to be unsafe for use by both Pali and the school, the trip will be postponed and rescheduled. If the inaccessible and/or unsafe condition prohibits participation from the first (1st) day of the trip, the visit shall be rescheduled to a mutually convenient date as soon as practicable thereafter. It shall be the responsibility of school to update parents and school staff of such decisions.

### Rollover

Initials \_\_\_\_\_

A non-refundable rollover has been applied to this contract from the previous contract/trip planned with the school. Signer acknowledges this is a non-refundable rollover that cannot be refunded for a future cancellation or student number reduction.

School's Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Pali Institute's Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Please ensure initial sections on all three pages are completed.**

**Contract Notes:** A non-refundable rollover of \$22,050 will be applied to contract #7174 from contract #06446. This rollover is non-refundable in the event of a future cancellation or student number reduction.