

Catalina Environmental Leadership Program (CELP) Agreement

Catalina Island Camps, Inc

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PROGRAM AGREEMENT

This Catalina Environmental Leadership Program Agreement (this "Agreement"), dated as of January 05, 2022 (the "Agreement Date") is entered into by and between Vista del Mar School District (Vista de Las Cruces Middle School) ("Group") and Catalina Island Camps, Inc. ("CIC").

WHEREAS, CIC operates the Catalina Environmental Leadership Program ("CELP Program") at the camp site located at Howlands Landing, Catalina Island, California ("Camp"); and

WHEREAS, Group desires to participate in CELP on the dates set forth herein and upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **CELP PROGRAM:** CIC shall operate the CELP Program on the Program Dates set forth below for the benefit of Group. The CELP Program shall include instruction by CELP staff and necessary related equipment, use of courts and field for free time, lodging for Group participants in cabins with bunk beds and mattresses with toilet and shower facilities adjacent to the cabins, as well as all meals beginning with lunch on the Arrival Date and ending with lunch on the Departure Date. CIC shall arrange for boat transportation for Group participants between the Los Angeles mainland boat terminal and Catalina Island, and Group shall be responsible for all other transportation including to and from the boat terminal on the mainland.
2. **PROGRAM DATES:** The program dates for Group's participation in the CELP Program (the "Program Dates") shall be Wednesday, March 30, 2022 (the "Arrival Date") through Friday, April 01, 2022 (the "Departure Date").
3. **SCHOOL PARTICIPANTS:**
 - (a) Minimum Enrollment. Group must enroll at least ten (10) students and two (2) adult chaperones ("Chaperones") in order to participate in the CELP Program.
 - (b) Activity Groups. CIC will assign students to CELP Activity Groups ("Activity Groups") of no more than fifteen (15) students per group, with one (1) designated Chaperone per Activity Group.
 - (c) Group Leader. In addition to the Chaperones designated to Activity Groups, Group must designate one (1) additional Chaperone for the CELP Program as the Group leader ("Group Leader") who will be available to supervise students but will not be assigned to any particular Activity Group.
 - (d) Chaperone Requirements. Group must enroll only one (1) Chaperone per Activity Group, in addition to the Group Leader.
 - (e) Estimated Participants. As of the Effective Date (as defined below), the number of estimated students and Chaperones that Group will enroll for the Program Dates is: 5 students and 2 Chaperones (collectively, the "Estimated Participants").
4. **PROGRAM COSTS:**
 - (a) Program Fees. Group shall pay CIC the following rates for the CELP Program (the "Program Fees"): (i) \$276.00 per student participant; (ii) \$138.00 for the Group Leader; (iii) \$138.00 for the first Chaperone assigned to each Activity Group; and (iv) \$276.00 for any additional Chaperones.
 - (b) Transportation Charges. Group shall pay CIC for boat transportation arranged by CIC for Group participants from the Los Angeles mainland to Catalina Island and back to the mainland at the pass through rate that CIC is charged by Catalina Express (or another provider) (collectively, the "Transportation Fees").

5. **HOLD PERIOD; DEPOSIT; EFFECTIVE DATE:**

(a) Hold Period. CIC shall hold space in the CELP Program for the Estimated Participants of Group during the Program Dates for no longer than thirty (30) days after the Agreement Date (the "Hold Period"). If Group does not deliver to CIC a signed copy of this Agreement (including confirmation of the number of Estimated Participants) together with the full Deposit (as defined below) within the Hold Period, then this Agreement shall have no further force and effect and CIC shall have no obligation to continue to hold space in the CELP Program for Group.

(b) Deposit. In order to secure Group's enrollment in the CELP Program, Group shall pay CIC a non-refundable deposit of \$414 by check or wire transfer of immediately available funds. The Deposit shall be not be refundable under any circumstances and shall be credited against the balance of the Program Fees due to CIC.

(c) Effective Date. The date on which CIC receives both (i) a copy of this Agreement signed by an authorized representative of Group and (ii) the Deposit in full, shall be the effective date of this Agreement (the "Effective Date").

6. **CANCELLATION; CHANGES AFTER EFFECTIVE DATE:** Any changes that Group desires to make to the number of Estimated Participants after the Effective Date must be communicated to CIC promptly.

(a) Cancellation. Group shall be permitted to cancel this Agreement and Group's participation in the CELP Program only if it notifies CIC of such cancellation no later than January 15th for Spring Contracts and August 1st for Fall Contracts. In the event of cancellation prior to the Cancellation Deadline, CIC shall retain the Deposit in full and Group shall have no further payment obligations under this Agreement. Any attempted cancellation after the Cancellation Deadline will require payment in full for the Program Fees set forth in this Agreement and Group shall be solely responsible for any Transportation Fees that are imposed by the transportation provider.

(b) Reductions. If Group notifies CIC of a request to reduce the number of Group participants before January 15th for Spring Contracts and August 1st for Fall Contracts (the "Cutoff Date"), then Group shall be permitted to reduce the number of Estimated Participants by no more than five percent (5%) without penalty and the total Program Fees shall be reduced accordingly. Any reductions of Estimated Participants (i) in excess of five percent (5%) of the Estimated Participants or (ii) communicated to CIC after the Cutoff Date (regardless of the size of the reduction), shall continue to be billed at the full rate for the Program Fees. Group shall be solely responsible for any Transportation Fees related to reductions or cancellations that are imposed by the transportation provider.

(c) Increases. Prior to the Cutoff Date, Group may request increases to the number of Estimated Participants which may or may not be granted by CIC in its sole discretion, subject to space availability. Any such increases shall be billed at the full rate for the applicable Program Fees and Transportation Fees.

7. **INVOICING; PAYMENT:**

(a) Deposit. The Deposit shall be payable upon return of the signed Agreement in accordance with Section 5(b) above.

(b) Invoices. CIC shall deliver to Group an invoice for the balance of Program Fees and Transportation Fees due under this Agreement.

(c) Payment. Group shall pay CIC the amount set forth in the invoice in full no later than ten (10) business days prior to the Arrival Date.

8. **ADDITIONAL OBLIGATIONS OF SCHOOL:**

(a) Supervision. CIC shall provide Group with the "Chaperone Information" guide which contains program policies, guidelines and suggestions for safety and fun. Prior to the Arrival Date, the Group Leader shall be responsible for (i) providing a copy and reviewing the Chaperone Information materials with the Chaperones and all other leaders from the Group and (ii) reviewing all guidelines contained in the Chaperone Information materials with all students participating in the CELP Program. Group agrees that all Chaperones (including the Group Leader) will be responsible for enforcing all guidelines and policies applicable to the CELP Program. Students who are not actively and directly involved in CELP Program activities for health, personal, behavior or other reasons, must be supervised by a Chaperone. CIC shall not be responsible for supervision of any student who is not part of a CELP Program group or activity. Students may not be left unattended or unsupervised by Chaperones regardless of why the student is not participating in the CELP Program.

(b) Medications. Group and its Chaperones shall be solely responsible for storing and dispensing any medications needed by Group participants during the Program Dates. CIC will provide storage for all medications at school's request. All medication must be managed and dispensed by Chaperones.

(c) Condition of Camp Facilities and Equipment. Group agrees to leave the Camp facilities and equipment as clean and orderly upon departure as they were upon arrival. Group participants will sleep within the buildings assigned by CELP. Non-assigned buildings shall not be used by Group. No tents or camping are allowed on the beach or outside the designated areas. In order to determine the condition of the Camp facilities and equipment, representatives of Group and CIC shall conduct a walk through inspection prior to the Departure Date to identify any damage, graffiti, vandalism, or breakage (beyond normal wear and tear). Following the walk through inspection, CIC shall provide Group with a statement listing any charges for such damage and Group agrees to promptly pay CIC for all such charges.

(d) Special Requirements. Group shall notify CIC at least ninety (90) days prior to the Arrival Date if Group has any participants with special requirements (e.g. mobility, unusual transportation arrangements, etc.) to determine whether or not it is feasible to accommodate the special requirement. CIC will make commercially reasonable efforts to accommodate the Group's requests; however, some circumstances may not lend themselves to a rustic camping environment and CIC makes no guarantee that requested accommodations will be possible.

(e) Personal Equipment. CIC provides all necessary equipment for the CELP Program; participants should not bring any personal equipment to Camp. If any Group participants bring personal equipment to Camp, such personal equipment may only be used in accordance with CELP policies. Group hereby assumes all risk of loss or damage to any personal equipment which any of its participants bring to Camp.

(f) Photo Release. Group agrees to allow the benefit of CIC to use a participant's voice, image, appearance, and/or photograph in any lawful purpose, including publicity, illustration, advertising, social media, and Website content. Group understands that no royalty, fee or other compensation shall become payable to participant or Group for such use.

(g) Compliance with CELP Program Terms and Conditions. Group shall comply, and shall ensure that all Group participants comply, with all of the terms and conditions set forth on Exhibit A attached hereto (the "CELP Program Terms and Conditions"), which may be amended by CIC by delivery to Group of an amended Exhibit A prior to the Arrival Date. The CELP Program Terms and Conditions are hereby incorporated into this Agreement.

9. **DISMISSAL**: CIC reserves the right to remove any student or Chaperone from the CELP Program with or without Group's consent at any time. Reasons may include, but are not limited to, behavior or health issues. Students who are removed from CELP Program may also be required to leave Camp and return to the mainland at the sole cost and expense of Group accompanied by Parent or Chaperone. No refunds will be issued if any Group participant is dismissed during the CELP Program.
10. **INSURANCE REQUIREMENTS**: CIC agrees to maintain a policy of comprehensive general liability insurance covering the CELP Program operations during the Program Dates with policy limits of not less than \$1,000,000 per claim and \$3,000,000 in the aggregate. Group agrees to maintain a policy of comprehensive general liability insurance covering any injury, death or property damage or loss sustained by CIC, Group, or any student or Chaperone which it enrolls in CELP with policy limits of not less than \$1,000,000 per claim and \$3,000,000 in the aggregate. Group will cause such policy to name CIC as an additional insured and, upon the signing of this Agreement, and upon request thereafter, provide CIC a certificate of such insurance no later than ten (10) business days prior to arrival. Further, any such policy maintained by Group shall include a provision requiring no less than thirty (30) days' notice prior to any modification, cancellation or expiration of such policy.
11. **INDEMNIFICATION**: Group shall indemnify, defend and hold harmless CIC and its affiliates, and their respective employees, officers, directors, representatives, agents, successors and assigns from and against any and all damages, liabilities, claims, costs, expenses and attorney fees (collectively, "Losses") to the extent such Losses directly or indirectly arise from or relate to the breach of any obligation of Group under this Agreement or any negligent acts or omissions of Group, or any of its students or Chaperones, while participating in, or in connection with, the CELP Program. CIC shall indemnify, defend and hold harmless Group, its employees, officers, representatives, agents, successors and assigns from and against any and all Losses incurred by Group to the extent such Losses directly or indirectly arise from or relate to the negligent acts or omissions of CIC in its operation of the CELP Program.
12. **FORCE MAJEURE**: Neither party shall be liable to the other for failure to perform any of its non-monetary obligations under this Agreement during any time in which such performance is prevented by fire, flood, or other natural disaster, pandemic, public health emergency, quarantine, communicable disease outbreak, war, embargo, riot, civil disobedience, or the intervention, requirements or order of any government authority, or any other cause outside of the reasonable control of the party so prevented, provided that such party uses its commercially reasonable best efforts to perform under this Agreement and provided further, that such party provides reasonable notice to the other party of such inability to perform.
13. **AMENDMENT; WAIVER**: This Agreement sets forth the final and entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous courses of dealing, trade usage, agreements, understandings and representations, whether oral or written, with respect thereto. This Agreement may only be modified by a written instrument duly executed by the parties. The failure or delay of any party to exercise any right, power or privilege under this Agreement or the failure to strictly enforce any breach or default, shall not constitute a waiver with respect to it. No waiver of any breach or default of the terms hereof shall (i) be effective unless in writing and signed by the waiving party or (ii) constitute a waiver of any other or future breach or default hereof.
14. **ASSIGNMENT; SUCCESSORS**: Group may not assign this Agreement or any of its rights or obligations hereunder to a third party without the prior written consent of CIC. The terms and provisions of this Agreement and the

respective rights and obligations of the parties hereunder shall be binding upon and inure to the benefit of the parties, their respective legal heirs, successors, permitted assigns, licensees and legal representatives.

15. **GOVERNING LAW; ATTORNEYS' FEES:** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. Any lawsuit brought in connection with this Agreement shall be brought exclusively in the state or federal courts sitting in Los Angeles, California, the parties hereto waiving any claim or defense that such forum is not convenient or proper. In the event of any legal action or other proceeding arising in connection with this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' costs and fees incurred by such party in such action or proceeding from the non-prevailing party, including any post-trial or appellate proceeding relating thereto.
16. **NOTICES:** All notices, requests and other communications hereunder shall be in writing and shall be delivered by courier or other means of personal service, or sent by email or mailed by certified or registered mail. Such communications shall be deemed given on the date of actual receipt or delivery as evidenced by written receipt, acknowledgment or other evidence of actual receipt or delivery to the address and must be sent to the respective parties at the addresses set forth opposite their signatures to this Agreement (or at such other address for a party as shall be specified in a notice given in accordance with this Section).

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by an authorized representative as of the Effective Date.

<p>Catalina Island Camps, Inc.</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p><u>Address for Notices:</u> Catalina Island Camps, Inc. 707 W. Woodbury, Ste F Altadena, CA 91001 Email: info@celp.net Fax: (626) 794-1401 Phone: (626) 296-4040</p> <p><u>Camp Site Address:</u> Howlands Landing P.O. Box 5083 Two Harbors, CA 90704</p>
<p>Vista del Mar School District (Vista de Las Cruces Middle School)</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p><u>Address for Notices:</u> _____ _____ _____</p> <p>Email: _____</p> <p>Fax: _____</p> <p>Phone: _____</p>

Exhibit A

CELP Program Terms & Conditions

1. General Safety. A CELP staff member will provide a safety orientation upon arrival. All students and Chaperones are required to attend this orientation and to comply with all safety requirements.
2. Background Checks and Adult to Youth Interactions: CIC recommends strongly to all Groups that adult leaders with access to youth undergo appropriate screening. Groups are advised to provide training to all adult leaders to minimize the potential of one-on-one camper-adult situations when out of sight of others.
3. Fire Safety. Group participants shall not bring fireworks, flammable materials, or hand or power tools. The camp is in a high fire danger area and strict adherence to all fire and safety regulations shall be observed at all times. Fire drill procedures will be reviewed with Group upon arrival.
4. No Smoking. Camp is a smoke-free facility. Smoking, vaping or any similar activity of any substance is strictly prohibited in any area of Camp at any time.
5. Controlled Substances. The possession or use of alcohol, narcotics (including marijuana) or illegal substances of any kind is prohibited. Should such possession or use occur, the Group Leader will need to make immediate arrangements for transporting and returning the offender(s) to the mainland at the offender(s)' own expense. No refund of any kind will be given if such a situation should occur.
6. Weapons. No weapons of any kind (including, without limitation, firearms, ammunition, knives of any kind, and spear guns) are allowed at Camp at any time for any reason. If any weapons are discovered, the Group Leader will need to make immediate arrangements for transporting and returning the offender(s) to the mainland at the offender(s)' own expense. No refund of any kind will be given if such a situation should occur.
7. Medical Facilities. CELP has an Infirmary for the storage and dispensing of medications (provided that Group is solely responsible for storing and dispensing medications for all Group participants), and for the administering of First Aid. CELP instructors are certified in First Aid and CPR and, when necessary, will provide these services for students and Chaperones. All emergency care and transportation will be arranged by a CELP director with Isthmus Baywatch.
8. Boundaries. Group shall have access to the facilities at Camp, as agreed, within Howlands Landing. The beachfront boundaries extend from the cliffs on the east side of the cove to the rock outcropping ("Frog Rock") on the west. The area west of Frog Rock, including picnic tables, barbecue pit and other improvements, is the property of the Los Angeles Yacht Club and is not to be trespassed upon or used by any Group participant. A site map will be provided for Group.
9. Water Conservation. Catalina Island is under strict water conservation regulations. So that Camp will stay within the water allocation, showering and water usage is limited. Please be aware of any leaks or water waste and advise the CIC personnel of any repairs that may be necessary.
10. Recycling Program. CIC participates in the Catalina Island recycling program. Group is requested to separate aluminum, glass, paper and batteries and place the trash articles into the designated receptacle for disposal.
11. Pets/Animals. Group participants may not bring pets or any animals of any kind to Camp.
12. Communication. There are no phone lines at Camp. Cell phone service is sporadic depending on your service. CIC has a radiophone link available in emergency situations for communication with the mainland. Group will not be able to receive incoming calls at the Camp site but will be given an emergency contact number.