NatureBridge

NATUREBRIDGE AGREEMENT FOR ENVIRONMENTAL SCIENCE PROGRAMS

Woodrow Wilson Elementary

Parties: NatureBridge agrees to provide services to the Field Science Group ("Group") identified below, subject to the terms and conditions of this Agreement. For purposes of this Agreement, the term "Group" means and includes the Group, its officers, directors, employees and agents, as well as all affiliated students, participants, teachers, chaperones, and other individuals who participate in any way in any NatureBridge Program ("Program"), and the term "NatureBridge" means and includes Golden Gate, Yosemite, Olympic, Southern California, Prince William Forest campuses and each of their respective officers, directors, agents and employees.

Deposit Policy: A booking deposit of 25% based on all costs for the estimated number of participants must be remitted to NatureBridge by the date noted on the attached invoice. All deposits held by NatureBridge are non-refundable and are not transferable to other program dates.

Group Reservation Guarantee: Upon receipt of the 25% deposit and the signed Agreement, NatureBridge will confirm the reservation.

Changes in Group Reservation:

- Because the Group's confirmed reservation creates a series of commitments which NatureBridge must make (e.g., turning away other groups, scheduling educators, etc), NatureBridge must have a reconfirmation of group size 90 days prior to the Group's scheduled arrival.
- The Group may decrease its size by up to 5% of the total group number within 90 days of its scheduled arrival without charge.
- A decrease, within 90 days prior to the Group's scheduled arrival, of more than 5% of the total group number will result in a forfeit charge for each participant above the 5% at the full youth rate.
- Participant numbers may not increase without prior written approval from NatureBridge.
- If the Group cancels within 90 days prior to the first day of the program, the cancellation fee is the full tuition amount, and must be paid within 5 days of the cancellation.
- The Group will pay for a minimum of 12 participants even if the Group numbers decrease below that amount.

Final Payment: Payment in full is due thirty (30) days prior to the program start date.

Scholarship Fee: A $2.00 per participant scholarship fee is assessed for all Field Science groups. This fee is directly applied to the NatureBridge scholarship fund.

NatureBridge Facilities and Equipment: The Group agrees that it shall be solely responsible for any damages to NatureBridge facilities and equipment caused by the act or omission of the Group or any of its members.

Theft & Loss: NatureBridge assumes no responsibility or liability for the loss or theft of personal property belonging to the Group.

Alcohol: The Group agrees that it will not provide alcohol to any chaperones while the chaperones are engaged in supervising minors during the Program, and all chaperones agree that they shall not consume alcohol while supervising minors.

Supervision: The Group agrees that it will provide at least one adult chaperone per learning group and a sufficient number of chaperones to provide adequate supervision of the participants during all portions of the Program when NatureBridge staff are not present. The Group agrees that it alone is responsible for the supervision and safety of participants during those periods of time when NatureBridge educational staff are not present. NatureBridge agrees it is responsible for the safety of participants while NatureBridge staff are leading the Group.

Insurance: The Group agrees that it is self-insured and/or maintains insurance, with limits of not less than $1,000,000.00, for the activity covered by this Agreement.

Indemnity: The Group agrees to defend, indemnify, save and hold harmless NatureBridge from any and all claims, losses, damages, liability or injury caused by, arising out of, or in any way connected with, any negligent or wrongful act or omission on the part of the Group or any of its members.

Except as otherwise expressly provided in this Agreement, NatureBridge agrees to defend, indemnify, save and hold harmless the Group from any and all claims, losses, damages, liability or injury caused by, arising out of, or in any way connected with, any wrongful or negligent act or omission on the part of NatureBridge.

Non-Discrimination: NatureBridge and its contractors and/or subcontractors will 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 or sexual orientation.

Privacy policy: NatureBridge respects the privacy of the information provided by our clients and customers. NatureBridge will never sell or make available this information to other organizations. NatureBridge reserves the right to use this information for internal marketing and development purposes. Participants can opt out of receiving this information at any time.

California and Washington Law/Severability: This Agreement is entered into and governed by the laws of the State of California for California programming and the State of Washington for Washington programming. Any provision determined to be void or illegal for any reason shall be deemed severable, and all other provisions of this Agreement 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 AGREEMENT, THE PARTIES AGREE FIRST TO SUBMIT SUCH DISPUTE TO MEDIATION, IN SAN FRANCISCO, CA FOR CALIFORNIA PROGRAMMING, AND SEATTLE, WA FOR WASHINGTON PROGRAMMING, IN A GOOD FAITH ATTEMPT TO RESOLVE SUCH DISPUTE INFORMALLY. SHOULD MEDIATION NOT RESOLVE THE DISPUTE, THE PARTIES AGREE TO SUBMIT THE DISPUTE TO BINDING ARBITRATION IN SAN FRANCISCO, CA FOR CALIFORNIA PROGRAMMING AND SEATTLE, WA FOR WASHINGTON PROGRAMMING, BEFORE THE AMERICAN ARBITRATION ASSOCIATION, PURSUANT TO THE RULES GOVERNING COMMERCIAL DISPUTES. ANY AWARD RENDERED THEREIN SHALL BE FINAL AND BINDING UPON EACH OF THE PARTIES. INITIALLY, THE COSTS AND EXPENSES OF THE ARBITRATION PROCEEDING, INCLUDING BUT NOT LIMITED TO THE ARBITRATOR'S FEES AND ANY EXPENSES RELATED TO THE FACILITIES IN WHICH THE ARBITRATION IS CONDUCTED, SHALL BE SHARED EQUALLY BETWEEN THE PARTIES TO THE ARBITRATION. EACH OF THE PARTIES SHALL BEAR ITS OWN ATTORNEYS' FEES AND EXPENSES. PROVIDED, HOWEVER, THAT THE ARBITRATOR SHALL, IF HE OR SHE DETERMINES THAT THERE IS A PREVAILING PARTY, INCLUDE AN AWARD FOR ATTORNEYS' FEES AND COSTS TO SAID PREVAILING PARTY. FOR PURPOSES OF THIS PARAGRAPH, THE COSTS TO BE AWARDED TO THE PREVAILING PARTY SHALL INCLUDE THE COSTS, EXPENSES AND FEES RELATED TO THE ARBITRATOR AND THE FACILITIES.

Complete Agreement: It is mutually understood and agreed that this Agreement constitutes the entire agreement between the parties on the subjects encompassed herein; that all prior agreements, oral or written, are expressly superseded; and that no changes or modifications to the terms of this Agreement shall be valid unless made in writing and signed by both parties.

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

Acknowledgement of Receipt: Group acknowledges receipt of, and agrees to familiarize itself with the content of the group coordinator manual either in its written format or online on the NatureBridge website.

Dated: April 15, 2015

By NatureBridge: Jeanelle Steiner
Authorized Representative

For internal reporting only:
Group Name: **Woodrow Wilson Elementary**
Invoice #: 1602-000218
Campus: Golden Gate
Dates: 12/09/2015-12/11/2015

Dated: 4-17-15

By Group: [signature]
Authorized Representative

NatureBridge.

NatureBridge Golden Gate
(415) 332-5771
naturebridge.org

Apr 15, 2015 **Initial Invoice** **Invoice # 1602-000218**

Woodrow Wilson Elementary
Sonja Ebel
1300 Williams Street
San Leandro, CA 94577

P: (510) 618-4370
E: sebel@slusd.us

Field Science I N/A Wednesday, December 9, 2015 - Friday, December 11, 2015 at N/A

CHARGES

Item	Description	QTY	Price	Subtotal	Tax	Total
FSCI National Park Service Surcharge		101	$2.00	$202.00	$0.00	$202.00
FSCI Scholarship Fee		101	$2.00	$202.00	$0.00	$202.00
FSCI 3 Days 2 Nights Youth Winter		95	$240.00	$22,800.00	$0.00	$22,800.00
FSCI Scholarship Award		1	-$7,300.00	-$7,300.00	$0.00	-$7,300.00
FSCI Discount	New School 10% student discount	95	-$24.00	-$2,280.00	$0.00	-$2,280.00
FSCI Discount	New School 10% adult discount	6	-$20.00	-$120.00	$0.00	-$120.00
FSCI 3 Days 2 Nights Adult Winter		6	$200.00	$1,200.00	$0.00	$1,200.00
Total Charges						**$ 14,704.00**

PAYMENTS

Date	Payment Description	Amount Paid
Total Payments		**$ 0.00**
BALANCE DUE		**14,704.00**

Please remit **$3,676.00** to the address below by **2015-05-01**. If the deposit is not received by 2015-05-01, 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
Connecting Youth to the Natural World