

CIMI Fox Landing Agreement

GUIDED DISCOVERIES, INC.

Agreement #200-28876

PROGRAM AGREEMENT

This CIMI Fox Landing Agreement (this "Agreement"), dated as of Monday, August 14, 2023 (the "Agreement Date") is entered into by and between Bridges Charter School ("Group") and Guided Discoveries, Inc. ("GDI").

WHEREAS, GDI operates CIMI Fox Landing ("CAMP Program") at the camp site located at Catalina Island ("Site"); and

WHEREAS, Group desires to participate in the CIMI Fox Landing Program 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. PROGRAM DATES: The program dates for Group's participation in the CIMI Fox Landing Program (the "Program Dates") shall be Wednesday, February 28, 2024 (the "Arrival Date") through Friday, March 1, 2024 (the "Departure Date").

2. SCHOOL PARTICIPANTS:

- i. Minimum Enrollment. Group must enroll at least sixteen (16) students and two (2) adult chaperones ("Chaperones"), of which one may be the Group Leader, to participate in the CAMP Program ("Minimum Enrollment"). If Group does not enroll to Minimum Enrollment, Group will be responsible for the full minimum tuition of the minimum enrollment (i.e. the applicable price for 16 students and 2 chaperones).
- ii. Activity Groups. GDI will assign students to CAMP Program Groups ("Program Groups") of no more than sixteen (16) students per Program Group, with at least one (1) designated Chaperone per Program Group. Additional Chaperones may be enrolled if space provides, and/or adult to student ratio is required beyond the limits of this Agreement. Group must ensure that Chaperones are able to supervise any and all genders.
- iii. Group Leader. In addition to the Chaperones designated to Program Groups, Group must designate one (1) additional Chaperone for the CAMP Program as the Group leader ("Group Leader") who will be available to supervise students but will not be assigned to any Program Group. Group Leader will not be charged tuition.
- iv. 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: 30 students and 3 Chaperones (collectively, the "Estimated Participants.")

3. PROGRAM COSTS:

- i. Program Fees. Group shall pay GDI the following rates for the CIMI Fox Landing Program (the "Program Fees"): (i) \$355.00 per student participant; (ii) \$0 for the Group Leader; (iii) \$177.50 for the Chaperone assigned to each Program Group; and (iv) for any additional Chaperones.
- ii. Other Fees. Group shall pay GDI for additional fees incurred in connection with hosting the Camp Program, such as (but not limited to) commercially reasonable fees for: (i) Night Dive; (ii) Lunch on Arrival; (iii) loss of Deposit (i.e. the deposit amount applicable to the reduced participants); (iv) Cancellation Fees; (v) Any other incurred fees outside the scope of this Agreement, that may result in GDI incurring costs (boat transfer to/from Avalon, etc.). These fees will be included on the Final Invoice (as defined below).

4. HOLD PERIOD; DEPOSIT; EFFECTIVE DATE:

- i. Deposit Due Date. Group shall deliver to GDI a signed copy of this Agreement (including confirmation of the number of Estimated Participants) along with the Deposit (as defined below), no later than Sunday, October 15, 2023 ("Deposit Due Date").
- ii. Hold Period. GDI shall hold space in the CAMP Program for the Estimated Participants of Group during the Program Dates for thirty (30) days after the Deposit Due Date (the "Hold Period"). If Group does not deliver to GDI 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 GDI shall have the right to terminate this Agreement upon written notice to Group, at which point this Agreement shall have no further force or effect.

iii. Payments. To secure Group's enrollment in the CIMI Fox Landing Program, Group shall pay GDI a Deposit as follows by check or ACH/Wire transfer of immediately available funds. Credit Card payments are available, but Group will be assessed a 3.5% transaction fee. GDI will not accept prepayment for Final Balance.

Deposit: \$2,080.00.

Final Payment: Within 30 days following the Departure Date, GDI shall deliver to Group a Final Invoice ("Final Invoice") for the balance of Program Fees and Other Fees due under this Agreement ("Final Payment"). The Final Payment shall be due, in immediately available funds, no later than thirty (30) days after the Departure Date.

Late Fees: If the Final Payment, in immediately available funds, is not received by GDI within thirty (30) days after the Departure Date, GDI shall have the right to charge a ten percent (10%) late fee on the Final Payment amount, which fee may be compounded monthly until the outstanding balance is paid in full.

iv. Effective Date. The date on which GDI has received 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").

5. ADJUSTMENT PERIOD, CANCELLATION; CHANGES AFTER ADJUSTMENT DATE: Any changes that Group desires to make to the number of Estimated Participants after the Effective Date must be communicated to GDI promptly, in writing (letter or email), with confirmation of receipt.

i. Adjustment Period. Group shall have the ability to increase or decrease the Estimated Participants, with GDI written confirmation, on, or before Thursday, November 30, 2023 ("Adjustment Date"). Any additional Deposit amounts will be due along with a signed copy of the Adjustment Addendum (as hereinafter defined). Any Deposit amounts credited to Group will be shown on Final Invoice.

ii. Cancellation. Group shall be permitted to cancel this Agreement and Group's participation in the CAMP Program only if (i) it notifies GDI of such cancellation prior to Arrival Date, and (ii) the Cancellation Addendum is fully executed by Group and GDI. In the event of cancellation within thirty (30) days of the Deposit Due Date ("Free Adjustment Period"), GDI shall refund or rollover all the Deposit in full and Group shall have no further payment obligations under this Agreement. In the event of cancellation any time after the Free Adjustment Period, the entire Deposit shall be forfeited to GDI, subject to extension of the Free Adjustment Period for force majeure events. In the event of cancellation within thirty (30) days and up to the day before the Departure Date, Group shall incur an additional cancellation fee of \$50 per Participant, in addition to the loss of Deposit.

iii. Reductions. If Group notifies GDI of a request to reduce the number of Group participants before the Adjustment Date, Group shall be permitted to request that GDI reduce the number of Estimated Participants without penalty and the total Program Fees shall be reduced accordingly. Any reductions of Estimated Participants (communicated to GDI after the Adjustment Date and up to thirty-one (31) days prior to Departure Date (regardless of the size of the reduction), shall be subject to loss of Deposit. Any reductions of Estimated Participants (communicated to GDI between thirty (30) days prior to and up to the day before Departure Date, shall incur an additional \$50 fee per Participant, in addition to loss of Deposit. Upon arrival to camp, any reduction in Estimated Participants shall incur an additional \$100 fee per reduced Participant, in addition to loss of Deposit.

iv. Increases. Group may request increases to the number of Estimated Participants which may or may not be granted by GDI in its sole discretion. Any such increases shall be billed at the full rate for the applicable Program Fees and Other Fees. Additional Deposit amounts will be due at the time of increasing the number of Estimated Participants.

6. TRANSPORTATION: GDI contracts with Catalina Classic Cruises, a third party independent contractor, for transportation to and from our Catalina Island locations. Unless otherwise agreed to in writing, the cost of Group transportation between the Catalina Classic boat terminal and Site shall be paid for by GDI out of the Group's Program Fees. Any special transportation arrangements for Group on Catalina Island may result in additional charges, all at Group's sole cost and expense. Group shall be responsible, at its sole cost and expense independent from the Program Fees, for all transportation to/from the Catalina Classic Cruises boat terminal. Group assumes the risk of any liability resulting from transportation to or from Catalina Classic Cruises Terminal.

7. ADDITIONAL OBLIGATIONS OF GROUP:

- i. Supervision. GDI shall provide Group with the “Chaperone Information” in the planning packet guide which contains program policies, guidelines, liability disclaimers, 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 CIMI Fox Landing Program. Group agrees that all Chaperones (including the Group Leader) will be responsible for enforcing all guidelines and policies applicable to the CIMI Fox Landing Program. Students who are not actively and directly involved in CIMI Fox Landing Program activities for health, personal, behavior or other reasons, must be supervised by a Chaperone. GDI shall not be responsible for supervision of any student who is not part of a CIMI Fox Landing Program group or activity. Students may not be left unattended or unsupervised by Chaperones regardless of why the student is not participating in the CIMI Fox Landing Program. Group assumes the risk of any liability resulting from failing to supervise its Students.
- ii. Medications. Group and its Chaperones shall be solely responsible for storing and dispensing any medications needed by Group participants during the Program Dates. GDI will provide storage for all medications at school’s request. All medication must be managed and dispensed by Chaperones. Group assumes the risk of any liability resulting from storing and dispensing any such medications during the Program Dates.
- iii. 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/dorms/cabins as assigned by GDI. 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 GDI 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, GDI shall provide Group with a statement listing any charges for such damage and Group agrees to pay GDI for all such charges upon written demand therefor.
- iv. Special Requirements. Group shall notify GDI 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 GDI believes it is feasible to accommodate the special requirement. GDI will endeavor to accommodate the Group’s requests; however, some circumstances may not lend themselves to a rustic camping environment, and GDI makes no guarantee that requested accommodations will be possible.
- v. Personal Equipment. GDI provides all necessary equipment for the CIMI Fox Landing Program; participants should not bring any personal equipment to Camp, outside of those items listed on the Packing List in the Teacher Planning Packet, which is typically delivered within six weeks of the trip. If any Group participants bring personal equipment to Camp, such personal equipment may only be used in accordance with GDI policies. Group hereby assumes all risk of loss or damage to, or injury or death resulting from, any personal equipment which any of its participants bring to Camp.
- vi. Photo Release. Group agrees to allow the benefit of GDI to use a participant’s voice, image, appearance, and/or photograph for 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.
- vii. Compliance with CIMI Fox Landing Program Terms and Conditions. Group shall comply, and shall ensure that all Group participants comply, with all the terms and conditions set forth on Exhibit A attached hereto (the “CIMI Fox Landing Program Terms and Conditions”), which may be amended by GDI by delivery to Group of an amended Exhibit A prior to the Arrival Date. The CIMI Fox Landing Program Terms and Conditions are hereby incorporated into this Agreement.

8. DISMISSAL: GDI reserves the right to remove any student or Chaperone from the CIMI Fox Landing 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 CIMI Fox Landing Program may also be required to leave Camp and return to the mainland and must be accompanied by parent or Chaperone of the Group. Removal of a student or Chaperone will be dealt with on a case-by-case basis in GDI’s sole discretion, and any costs incurred by CIMI Fox Landing in connection with such dismissal shall be reimbursed by Group within thirty (30) days’ of receiving a written invoice for such costs.

9. COMMUNICABLE DISEASES: Any participant of the CAMP Program that shows symptoms of chicken pox, measles, or any other communicable disease, including COVID-19, may, in GDI's sole discretion, be restricted from Camp Program participation and sent home at the earliest opportunity. Please do not bring any sick students or chaperones to the Camp Program. Fevers, flu, and colds are just an example. This policy is in consideration of the affected person's comfort and the health and well-being of the remaining students and Camp Program staff. If a student or Chaperone is to be removed from the Site, GDI may prorate Program Fees for such affected participant(s), as GDI deems appropriate.

10. INSURANCE REQUIREMENTS: GDI agrees to maintain a policy of comprehensive general liability insurance covering the CIMI Fox Landing 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 shall procure and maintain, for the duration of the Program Dates, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the rental of the facilities and the activities of the "Group", their guests, agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as Insurance Services Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence, with no sublimit for abuse or participant liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. GDI will be named as Additional Insured and endorsements evidencing primary coverage from the Group shall be provided along with a waiver of subrogation.

Accident Insurance

All participants other than employees shall be covered by accident insurance with a minimum of \$25,000 for accidental medical expense.

Workers Compensation

Group shall also maintain a Workers Compensation policy, including a waiver of subrogation.

Group shall provide GDI a certificate of such insurance no later than thirty (30) 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.

Waiver of Subrogation. GDI and Group agree to have their respective insurance companies issuing insurance waive any rights of subrogation that such companies may have against GDI or Group, as the case may be. As long as such waivers of subrogation are contained in their respective insurance policies, or would have been contained in such insurance policies had the responsible party used commercially reasonable efforts to obtain such waivers and such waivers are routinely and customarily available, GDI and Group hereby waive any right that either may have against the other on account of policies of insurance required to be carried or maintained pursuant to this Agreement. If either party fails to carry the amounts and types of insurance required to be carried by it, such failure shall be deemed to be a covenant and agreement by such party to self-insure with respect to the type and amount of insurance which such party so failed to carry, with full waiver of subrogation with respect thereto.

11. INDEMNIFICATION: Group shall indemnify, defend and hold harmless GDI 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") if such Losses directly or indirectly arise from or relate to the breach of any obligation of Group, its students, affiliates, invitees, licensees, agents, contractors, or Chaperones (collectively, "Group Parties") under this Agreement or any negligent or willful acts or omissions of the Group Parties while participating in, or in connection with, the CAMP 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 severe weather, 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. If a force majeure event prevents the CAMP Program from proceeding as scheduled, GDI will exercise its commercially reasonable efforts to reschedule the Group. If alternative

dates are provided and agreed upon, an addendum to this Agreement, with new Program Dates will be executed. If Group cannot agree upon provided alternate dates, all other cancelation clauses will take effect. Information regarding payment and monetary obligations can be found in Section 4.

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 GDI. 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 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).

17. CHANGES: If Group wishes to make any changes to the terms and definitions in this Agreement, Group may be responsible for any fees incurred by GDI counsel for reviewing and/or accepting changes. GDI reserves the right to change any items in this Agreement at any time, with notice to Group.

18. ADDITIONAL AGREEMENTS: If Group shall require any additional agreements to be made, outside of this Agreement, Group shall notify GDI on or before the Adjustment Date. This Agreement shall serve as the primary agreement between GDI and Group. If a conflict or inconsistency exists between the terms and provisions of this Agreement and the terms and provisions any additional agreements to be made outside of this Agreement, the terms and provisions of this Agreement shall control to the extent of any such conflict or inconsistency.

[The Remainder of this Page is Intentionally Left Blank]

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

By: 
Name: Craig Turner
Title: CEO

By: _____
Name: _____
Date: _____

Guided Discoveries, Inc.
302 N. El Camino Real, #206
San Clemente, CA 92672
Email: schools@gdi.org
Phone: (909) 625-6194
Fax: (909) 625-7305

Exhibit A

CIMI Fox Landing Program Terms & Conditions

1. **General Safety.** A CIMI Fox Landing staff member will provide a safety orientation upon arrival. All requested Participants are required to attend this orientation and to comply with all safety requirements.
2. **Background Checks and Adult to Youth Interactions:** GDI 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. Groups shall indemnify GDI from and against any claims, losses, or liabilities resulting from Group's selection of its adult leaders.
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 always be observed. Fire drill procedures will be reviewed with Group upon arrival.
4. **Smoking.** Camp has designated smoking areas. Group will be provided information upon arrival.
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.** CIMI Fox Landing has a first aid station for the storage and dispensing of medications (provided that Group is responsible for storing and dispensing medications for all Group participants), and for the administering of First Aid. All emergency care and transportation will be arranged by a CIMI Fox Landing director with emergency services.
8. **Boundaries.** Group shall have access to the facilities at CIMI Fox Landing, as agreed between the parties in writing. A site map will be provided for Group.
9. **Water Conservation.** California 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 CIMI Fox Landing personnel of any repairs that may be necessary.
10. **Pets/Animals.** Group participants may not bring pets or any animals of any kind to Camp.
11. **Communication.** There are no public phone lines at CIMI Fox Landing. Cell phone service is limited or nonexistent. GDI does have a link available in emergency situations for communication with the mainland. Group will not be able to receive incoming calls at CIMI Fox Landing but will be given an emergency contact number. CIMI Fox Landing also has limited internet and details will be given to Group Leader upon arrival.
12. A \$30 fee will be assessed on all returned checks.
13. Group will be given the opportunity to rebook available dates for the following year, upon checkout. Rebooking is not guaranteed until a new Agreement is executed.

Exhibit B

Summary of Agreement and Important Information

Bridges Charter School at CIMI Fox Landing
1335 Calle Bouganvilla
Thousand Oaks, CA 91360

Primary Contact: Cindy McCarthy
Email: john.sanders@bridgescharter.org

INVOICE and AGREEMENT #200-28876

Trip Logistics

Arrival Date: Wednesday, February 28, 2024

Departure Date: Friday, March 1, 2024

Please arrive no later than **8:30AM** for check-in at:

Catalina Classic Cruises
1046 Queens Highway
Long Beach, CA 90802

Please bring a sack lunch for each participant on arrival day.

The boat returns to the above address in Long Beach approximately between **2:30-3:30pm** on the Departure Date. GDI does its utmost to adhere to the boat schedule but is subject to change due to weather and sea conditions and other factors beyond our control.

Program Costs

	Amount	Tuition	Total
Total Reserved Students	30	\$355.00	\$10,650.00
Total Reserved 1/2 Tuition Chaperones	2	\$177.50	\$355.00
Total Reserved Full Tuition Chaperones		\$355.00	\$.00
Group Leader	1		

TOTAL DEPOSIT DUE on or before Sunday, October 15, 2023: \$2,080.00

Expected Balance Due: \$8,925.00

Final balance will be confirmed upon checkout on Departure Date.

Adjustment Date (90 Days Prior): Thursday, November 30, 2023

You may adjust your estimated participants on or before this date without loss of deposits or additional charge.

Guided Discoveries, Inc.

302 North El Camino Real #206, San Clemente, CA 92672.