

**NORTH CAROLINA
OUTWARD BOUND SCHOOL**

PROGRAM AGREEMENT

This Program Agreement (hereinafter "Agreement") is made and entered into as of August 16, 2019 (hereinafter "Effective Date") by and between **North Carolina Outward Bound** a not-for-profit corporation having its principal place of business in Asheville, North Carolina, USA (hereinafter "NCOB") and **The Exploris School** having its principal place of business at 401 Hillsborough St, Raleigh, NC 27603 (hereinafter "Client").

RECITALS

WHEREAS, NCOB is a leader in experiential education that offers programs to inspire character development and self-discovery in people of all ages and walks of life through challenge and adventure.

WHEREAS, Client is an entity as described above desirous of cooperating with NCOB for the purpose of supporting the development, financing and/or execution of the experiential education program detailed herein.

WHEREAS it is the intention of NCOB and Client for NCOB to provide an experiential educational experience and for Client to encourage participation in the same in a good faith manner, at all times promoting the safety and well-being of all members of the team experience.

ACCORDINGLY, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NCOB and Client agree as follows:

1. **INDEPENDENT CONTRACTOR**

NCOB and Client hereby agree and acknowledge that both are independent contractors and not acting as agents, employees, or franchises of each other. Neither party has any authority to, and will not create or assume any obligation, express or implied, on behalf of the other. NCOB shall be responsible for all taxes and payments concerning NCOB, its employees and representatives and Client shall be responsible for all taxes and payments concerning Client, its employees and representatives.

2. **OBJECTIVES OF NCOB**

NCOB will provide a program consistent with the terms outlined in the Program Contract attached hereto and incorporated herein by reference.

3. OBLIGATIONS OF CLIENT

Client will comply with the terms outlined herein and in the Program Contract.

4. ADDITIONAL PROGRAMS/SPECIFICATIONS

Any additional program and /or activity specific provisions requiring the compliance of NCOB and/or the Vendor are outlined in one or more Program Contract(s) attached hereto upon execution and incorporated herein by reference.

5. WARRANTIES

NCOB and Client hereby represent and warrant to each other that each party has full power and authority to enter into and perform this Agreement, without violating the terms of any other contract by doing so, and that the person signing this Agreement on such party's behalf has been duly authorized and empowered to enter into this Agreement.

6. INDEMNIFICATION

To the extent permitted by law, NCOB agrees to defend, indemnify and hold harmless Client and its Affiliates from and against any claims, suits, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) brought by third parties resulting or relating to any bodily injury (including death) or damage to personal property to the extent caused by the negligence of NCOB.

The foregoing obligations are conditioned on the Client notifying NCOB promptly in writing of such action, the Client giving NCOB sole control of the defense thereof and any related settlement negotiations, and the Client cooperating and, at NCOB's reasonable request and expense, assisting in such defense.

To the extent permitted by law, Client agrees to defend, indemnify and hold harmless NCOB and its Affiliates from and against any claims, suits, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) brought by third parties resulting or relating to any bodily injury (including death) or damage to personal property to the extent caused by the negligence of Client.

The foregoing obligations are conditioned on NCOB notifying the Client promptly in writing of such action, NCOB giving the Client sole control of the defense thereof and any related settlement negotiations, and NCOB cooperating and, at the Client's reasonable request and expense, assisting in such defense.

7. COMPLIANCE WITH LAWS

Each party represents and warrants that it will comply with all applicable laws, ordinances, regulations and other governmental requirements applicable to its respective businesses and to the provision and receipt of services pursuant to this Agreement.

8. INSURANCE REQUIREMENTS



North Carolina Outward Bound warrants that it will maintain comprehensive general liability insurance issued by an A+ rated insurer in an amount not less than \$ 1,000,000.00 AND comply with any additional insurance requirements identified in the Program Agreement.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

10. ENTIRE AGREEMENT

This Agreement supersedes all prior and contemporaneous communications, understandings and agreements of or between the parties hereto with respect to the subject matter hereof and contains the entire agreement between the parties hereto with respect to the transaction contemplated herein.

11. AMENDMENTS

This Agreement may be amended, modified or superseded, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the parties hereto or, in the case of a waiver, by the party waiving compliance.

12. ENFORCEMENT

The failure of any party at any time or times to require performance of any provision of this Agreement shall in no manner affect the right to enforce that provision or any other provision hereof at any time thereafter.

13. ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of only the parties hereto and neither party may assign any of its rights or obligations hereunder without the consent of the other.

14. SEVERABILITY

The provisions of this Agreement are severable, and the invalidity of any provision shall not affect the validity of any other provision.

15. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which when taken together shall constitute but one agreement.

16. COPIES



It is agreed that copies of this Agreement, and all documents referenced herein, shall have the same force and effect as originals.

17. NOTICES

Any Notice provided for herein shall be in writing and shall be deemed to have been given when received by personal delivery or United States certified mail, return receipt requested, addressed as follows:

If to NCOB: Whitney Montgomery
Executive Director
North Carolina Outward Bound
2582 Riceville Road
Asheville, NC 28805

If to Client: The Exploris School
401 Hillsborough St
Raleigh, NC 27603

Notice of a change in name and/or address by either party to the information referenced above shall be in writing and provided in accordance the provisions of this Notice section.

IN WITNESS THEREOF, the Parties have executed this Agreement as of the date first above written.

North Carolina Outward Bound

CLIENT: The Exploris School

Name (print): Whitney Montgomery

Name (print): Ellie Schollmeyer

Signature: 

Signature: 

Title: Executive Director

Title: Executive Director

**Program Contract: The Exploris School
5-Day North Carolina Mountains Course
Dates: 4/13/2020 - 4/17/2020**

Participants

Number of crews (groups) 6 crew(s) of 10 to 12 participants per crew

Number of paid participants 60 minimum paying participants not to exceed 72

Accompanying Educators

North Carolina Outward Bound values educators and their role in transferring the Outward Bound experience back to the classroom. The Exploris School (herein after referred to as Client) may include one educator per crew at no charge.

This offer allowing an accompanying educator to attend free of charge will apply ONLY if the minimum participant numbers are met or exceeded. The total number of Client participants per crew (including accompanying educators) cannot exceed 12.

Tuition and Deadlines

Cost per participant	\$850.00
1 – 60 participants \$51,000.00 minimum tuition (non-refundable and non-transferable)	
61 - 72 participants an additional \$850.00 per participant will be added to the minimum tuition.*	
Scholarship	\$10,000.00 (2 nd year of 3 year offer)
Total due after scholarship applied	\$41,000.00
35 % deposit	\$14,350.00 Due 11/18/2019
Minimum Tuition Balance and Participant Paperwork	\$26,650.00 due 1/13/2020

***INVOICE**

On 4/6/2020 (1 week prior to course start), the North Carolina Outward Bound School will confirm the expected number of participants. If this number exceeds 60, the North Carolina Outward Bound School will invoice Client for those additional participants. NCOBS pre-course planning must include all expected participants.

Deadlines

Please note the deadlines for the signed Program Contract, Program Agreement, tuition deposit, participant paperwork and balance of tuition. Meeting deadlines enables North Carolina Outward Bound to efficiently plan the course details based on the content of the participant paperwork. If deadlines are not met, the Client's course status will be listed as STAND BY and the course dates will be made available to other Clients. Therefore, it is imperative to communicate any delays to your Student Services Representative.

Contract Revisions

- The contract reflects the minimum number of participants and crews as defined by the Client.
- After the Client signs and submits this Program Contract, the number of crews listed cannot be decreased.
- Should NCOBS receive the signed Program Contract prior to contract due date, NCOBS will accept as commitment for minimum number of participants/crews and will follow our *Cancelation Policy*.
- Should the Client wish to increase the number of crews, call the Student Services Department at 1-800-924-5497 by **11/18/2019** to discuss feasibility of request. If a revision is possible, a new contract or contract addendum may be issued and course costs may be affected.

Cancelation Policy

- This policy is based on our investment in staffing, course planning, food and equipment purchases. North Carolina Outward Bound's goal is to keep tuition prices comparable to delivery costs.
- The signed Program Contract commits the Client to pay the minimum tuition listed.

A. Minimum Participants and Tuition

If the Client's participant numbers drop below the Client's contracted minimum number, Client remains financially responsible for the minimum tuition listed on this Program Contract. Unexpected or unforeseen situations may cause the group size to drop below the contracted minimum number. These situations include, but are not limited to:

1. lower than expected enrollment (due to competition with other student opportunities, parental decision not to send student, schedule changes, family obligations);
2. medical illness / accident / injury/ family emergency prior to course start;
3. North Carolina Outward Bound reserves the right to deny a participant based on medical, psychological or behavioral circumstances. (Refer to "Unapproved Participants")

Due to these unexpected or unforeseen situations, North Carolina Outward Bound encourages Client to establish a participant wait list.

B. Refunds

The minimum tuition is non-refundable and non-transferable.

North Carolina Outward Bound will issue a refund to the Client (not individuals) if the following criteria are met:

1. after the cancelation (for any reason), the minimum participant numbers are still met, and
2. the cancelation (for any reason) occurs more than 1 week prior to course start (see *INVOICE).

Unapproved Participants

If North Carolina Outward Bound denies a participant based on medical, psychological or behavioral circumstances, the Client will be issued a refund ONLY if:

1. the participant's paperwork was submitted to North Carolina Outward Bound by the due date on the Program Contract;
2. the minimum contracted number of participants is met AFTER the participant is denied; and
3. the follow up and decision regarding participation is made at least 1 week prior to course start (see *INVOICE).

Early Departures

There will be no refund or credit issued for early departures. NCOBS will invoice CLIENT for any costs related to a participant's evacuation. Based on the program area, cost of evacuation could exceed \$400.

• **Medical**

North Carolina Outward Bound wilderness instructors are trained professionals and risk management is our top priority. Should an accident or injury occur on course and a participant be removed from the field, the Client's representative will be notified. In the event that this representative is an active course participant, another school representative and the parents or emergency contact will be notified.

• **Motivational/Behavioral**

If a participant poses a risk to themselves or others during the course due to motivational or behavioral issues, North Carolina Outward Bound reserves the right to remove that participant from the course and (possibly) from North Carolina Outward Bound property. Should that be the case, North Carolina Outward Bound will notify the Client to begin travel arrangements.

Failure to disclose complete medical information could result in serious harm to the participant and crew members. If the participant arrives at course start with a pre-existing medical, behavioral or psychological condition not indicated on the medical form, the participant will be removed from course.

C. **Course Cancellation**

Should Client cancel after the signed contract has been returned to NCOBS, North Carolina Outward Bound will retain all tuition paid. Cancellation includes Client not being able or willing to meet agreed upon course dates. Should North Carolina Outward Bound cancel the course due to extreme weather conditions or lack of access to wilderness areas, North Carolina Outward Bound will attempt to re-schedule the course or will refund all tuition to Client (not individuals).

Transportation

Client and/or the participants are responsible for providing transportation to and from the course start/end location. In the event that Client is traveling by air, shuttle transportation can be provided for an additional cost. Please call the Student Services Department within 60 days of course start to make arrangements.

Food and Equipment

North Carolina Outward Bound will furnish all food and equipment. Participants and/or Client are responsible for payment of lost equipment and equipment damaged beyond normal wear and tear. North Carolina Outward Bound is not responsible for any lost or damaged personal gear. Participants will be expected to provide their personal clothing. A clothing list is included with the participant preparation information.

Medical Screening

Forms received after the deadline may not be accepted. Each participant's position on course is confirmed only after approval by our Medical Screener.

Liability Insurance

The North Carolina Outward Bound School has liability insurance.

Health and Accident Insurance

Should a participant require medical treatment while at Outward Bound, the medical facility will file a claim with the participant's insurance company. Therefore, North Carolina Outward Bound requires participants with health insurance coverage to submit a front and back copy of their health insurance card. Should a participant receiving medical treatment not be covered by health insurance, the medical facility will forward the bills directly to the participant's family. For this reason, North Carolina Outward Bound encourages uninsured participants to purchase a short-term health insurance plan. Lack of health and accident insurance does not preclude a participant's attendance.

Instruction

North Carolina Outward Bound instructors will be responsible for planning and implementing all program components.

Synda M. Brackett

North Carolina Outward Bound School

The Explorer School

September 4, 2019

Date

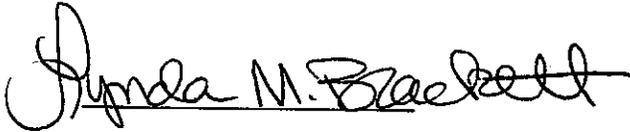
Date

9/6/19

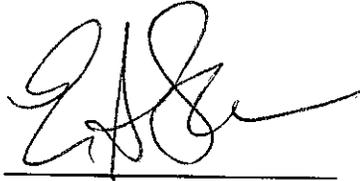
The mission of North Carolina Outward Bound is changing lives through challenge and discovery. Outward Bound has been the pioneering leader of wilderness-based experiential education since its inception in 1941. This Program Contract is our commitment to deliver a quality experience. North Carolina Outward Bound is a tax-exempt, non-profit 501(c)3 organization.

Addendum to Program Contract Between
North Carolina Outward Bound School and The Exploris School

No indebtedness of any kind incurred or created by a charter school shall constitute an indebtedness of the State of North Carolina and/or its political subdivisions, and no indebtedness of a charter school shall involve or be secured by the faith, credit, or taxing power of the State of North Carolina and/or its political subdivisions. Both parties agree to indemnify and hold harmless the State of North Carolina for any indebtedness related to this engagement.



NCOBS



The Exploris School

9.4.19

Date

9/6/19

Date