

The Marin County Superintendent of Schools and The Walker Creek Conference Center
CONTRACT FOR LODGING AND SERVICES
 Tue, Dec 7, 2004

This contract for lodging and/or services, dated as signed below, is by and between The Walker Creek Ranch Conference Center, (hereafter, RANCH), operated by and under the direction of the Marin County Superintendent of Schools, and **EXAMPLE**,(hereafter, USER).

Prepared for:

Day Phone:

Contract #: 00-0000

Conference Dates: **Fri, Dec 31, 1999 - Sun, Jan 2, 2000**

NOTICE

USER is aware that this is a legally binding agreement. This agreement may, in the event of a breach of this agreement, subject you and/or your group to financial penalties and losses. Please carefully review all parts of this agreement. Please discuss with us any questions or adjustments you may have. Please take Special note of the **Terms of Agreement, the Cancellation Policy and Conference Use Policies**. Also take special note of the payment procedures and the use of Walker Creek Ranch Conference Facility.

RECITALS:

WHEREAS, RANCH is able to provide group lodging, conference facilities, and meal services to groups of USERS; and WHEREAS, USER has chosen to contract for the use of the following facilities and services in the following quantities and for the following dates and time:

Arrival: December 31, 1999
Lodging Check-in: 4:00 PM

Departure: January 2, 2000
Lodging Check-out: 4:00 PM

LODGING :

	<u>#Guests</u>	<u>Per Person</u>	<u>#Nights</u>	
Private:	10	\$101.75	2	\$2,035.00
Semi Private:	10	\$61.75	2	\$1,235.00
Economy:	10	\$34.75	2	\$695.00

B \$7.50 L \$10.50 D \$13.00

Friday Dec -31			30		
Saturday Jan -1	30	40	30		
Sunday Jan -2	30	30			

Day Use (per person, per day): \$10.00 10 \$100.00

Lodge	\$3,965.00
Meals	\$1,860.00
Other	\$100.00
Estimated Discount*	\$0.00
Sales Tax on Value of Meals**	\$144.15
Total Price*	\$6,069.15
A 25% Deposit is	\$1,517.28

**Current tax rate is 7.75%

*** Important Note:** *These Conference Use Fees are based on rates in effect July 1, 2004-June 30, 2005. Conference Use Fees for activities occurring on or after July 1, 2005 are subject to change. All conference groups are required to pay rates in effect during the time of their conference activity.*

Discount is based on initial estimate of number of participants. Actual discount is determined by actual number of participants as follows:

<i>101 to 249 participants</i>	<i>10% discount</i>
<i>250 + participants</i>	<i>15% discount</i>

Therefore in consideration of the mutual promises set forth below, the parties agree to the following:

TERMS OF AGREEMENT

1. This fully executed contract must be submitted to the Ranch with the full deposit amount at least 60 days prior to arrival. Groups reserving facilities with less than 60 days prior to arrival will be required to provide a larger deposit, based upon the schedule outlined in the cancellation policy, paragraph 7. Deposits will only be accepted in the form of a cashier’s check, money order, or public agency purchase order.

2. Should USER fail to provide the full deposit and the executed contract at least 120 days prior to your arrival, the Ranch will continue to accept other reservations for your space. It is critically important that your group make timely payment of the deposit and other payments as they become due and payable. Failure to provide timely payments will cause the Ranch to seek other USERS to use the facilities reserved by your group. We will return a signed copy of this contract for your files. **The amount of your deposit, which is 25% of the ESTIMATED TOTAL COST OF FACILITY USE, is \$1,517.28.**

3. Final assignment of buildings, meals, and equipment will not be made until the Ranch receives the **30 Day Reservation Participant Confirmation**. If the 30 Day Reservation Participant Confirmation is not timely provided to Walker Creek Ranch, the number of participants as set forth above or an amended number of participants as provided in paragraph five of this agreement, whichever is greater, will be used for the purpose of assigning and charging for lodging, food service, and any other requested services. You must also provide a complete **Dietary/Special Needs Survey** and **Program Agenda** at this time. An **Estimate of Final Bill** will be issued prior to your arrival based upon the **30 Day Reservation Participants**, or 90% of the contracted amount, whichever is greater.

4. **The balance calculated on the Estimate of Final Bill is due and payable 10 days prior to arrival.** No group will be allowed admittance to the Ranch until the estimate of final bill is paid by cashier’s check, money order, or public agency purchase order. Any adjustments (refunds or balances due) will be processed within two weeks of the conference. Any damages, losses or use of unauthorized buildings will result in additional charges. These charges or adjustments will be billed or credited within two weeks of the conference and payment in full is expected within thirty (30) days of receipt of the final invoice. No payments from individual participants or personal checks will be accepted. Cashier checks, money orders and public agency purchase orders are acceptable forms of of payment. Make payments payable to: **Marin County Office of Education (M.C.O.E.) / Walker Creek Ranch**

**1700 Marshall-Petaluma Road
Petaluma, CA. 94952**

A 1.5% monthly charge will be applied to overdue balances.

5. NUMBER OF PARTICIPANTS: The Ranch plans the meals and reserves lodging based upon the number of participants. If the number of projected conference participants varies more than 10% of the number estimated in this contract, the conference groups must notify Walker Creek Ranch in writing in order to either increase or reduce the number of participants.

5a. TO INCREASE THE NUMBER OF PARTICIPANTS: If the number of projected conference participants increases by more than 10%, an additional deposit will be required. Notice of an increase should be made as soon as the user has knowledge of the increase. Otherwise, the user may be denied the opportunity to increase the number of participants from the original contracted number. Additional payment must accompany the request to increase the number of participants. Walker Creek Ranch reserves the right to limit the number of participants in all groups.

5b. TO DECREASE IN THE NUMBER OF PARTICIPANTS: If the USER expects to have the contract amount decreased based upon a decrease in the number of participants, it is important that the notice of decrease be received by Walker Creek Ranch according to the following schedule:

- If the number of the projected conference participants decreases by more than 10%, and notification is received more than 120 days prior to arrival for the conference activity, the conference USER group will be issued a revised contract based upon the new projected number of participants.

- If Walker Creek Ranch is notified of the decrease of more than 10% less than 120 days prior to arrival for the conference activity, the USER group will remain liable for a minimum of 90% of the original contracted amount or for the actual number of participants, whichever is greater. This amount may be reduced by the Ranch should another group request the facilities vacated by your reduction.

6. CERTIFICATE OF LIABILITY INSURANCE: Groups are required to provide a liability insurance policy underwritten by an established company with an A+ or better rating. The policy must name the Marin County Office of Education-Walker Creek Ranch as an additionally insured for one million dollars (\$1,000,000). The policy must state that the insurance coverage is under an occurrence basis and may not be canceled or reduced without 30 day written notice to the Marin County Office of Education-Walker Creek Ranch.

7. CANCELLATION POLICY: Once a conference group provides a booking deposit of 25% of the contracted amount, the Ranch will reserve space and decline requests for use of your reserved facilities from other groups. Cancellations must be timely received in writing. If a conference USER group should cancel their activities, and Walker Creek Ranch is unable to schedule another group generating similar revenue (within 10% of the full estimate in this contract), the following Cancellation Fee Schedule will apply:

If written notice of

cancellation is received:

120 days or more prior to arrival
60 - 119 days or more prior to arrival
30 - 59 days prior to arrival
11 - 29 days prior to arrival
10 days or less prior to arrival

The cancellation fee is:

None. You will receive a full refund of the deposit.
25% of contract (Deposit is forfeited)
50% of contract
75% of contract
100% of contract or 30 Day Reservation Agreement
(whichever is greater)

If Walker Creek Ranch is able to schedule another group during the same dates of the canceled conference activity, the cancellation fee will be mitigated. In other words, the Ranch will not retain deposits in excess of revenue for the same facilities for the same time period. You will receive a refund of any cancellation fees paid which are offset by the the replacement group's payment.

OTHER TERMS AND CONDITIONS

8. User represents that the group has reviewed the attached CONFERENCE RANCH USE POLICIES below and will comply with such policies.

9. The agency represented and conference participants agree to indemnify and hold harmless Walker Creek Ranch from any losses, damages, claims, expenses, or liabilities including costs of defense thereof, for any claims or damages for injury resulting from the use of Walker Creek Ranch unless such injury is due to the negligence or intentional misconduct of Walker Creek Ranch, its employees, agents or assigns.

10. Walker Creek Ranch shall be excused from performance during the time and to the extent that Walker Creek Ranch is prevented from performing in the customary manner by acts of God, fire, loss of facility, strikes, inability to obtain supplies, or other unavoidable causes. In the event of such circumstance, Walker Creek Ranch will refund moneys or reschedule the conference based on the availability of dates.

11. Time is of the essence with this Agreement.

12. This agreement contains the entire agreement of the parties hereto and supersedes any prior written or oral agreements between and among them concerning the subject matter contained herein which are not fully expressed herein.

13. In the event legal action is necessary for the recovery of unpaid use fees or any other amount due under the provisions of this Agreement, or because of the breach of any other covenant herein contained, the losing party shall pay to the prevailing party court costs and reasonable attorney’s fees.

14. This Agreement shall be construed in accordance with the laws of the State of California, and in the event there is any litigation with respect to any condition of this Agreement, the parties hereto agree that the venue for such litigation will be Marin County, California. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their beneficiaries, successors and assigns. No provisions of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

15. The invalidity or illegality of any provision shall not affect the remainder of this agreement.

16. By executing this contract, the undersigned representative of User certifies that he/she has the authority to bind the organization to this agreement.

We appreciate your close attention to the terms of this contract and look forward to working with your group.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement on the date last below written.

WALKER CREEK RANCH

USER

Dated: _____

Dated: _____

By: _____

By: _____

CONFERENCE RANCH USE POLICIES

Walker Creek Ranch will be your group's home and community for the duration of your stay. In order to have a safe and healthy community, groups, along with Ranch staff are responsible to enforce the following policies:

- 1. Controlled and illegal substances, firearms and weapons of any kind are forbidden at Walker Creek Ranch.**
- 2. Alcoholic beverages and tobacco products are not allowed in the presence of students participating in school-related activities.**
- 3. Smoking is not permitted** indoors, and is allowed outdoors only in designated areas. Dispose of butts appropriately!
- 4. No pets allowed.** Guide dogs or properly documented service dogs are allowed with prior notice.
- 5. Swimming without a lifeguard on duty is not allowed.**
- 6. No public nudity is allowed,** especially at the pond.
- 7. Visitors must exhibit appropriate and respectful conduct towards each other and towards other visitors.** All Federal, State, and County Laws and Regulations will be observed.
- 8. Quite hours are 11:00 PM to 7:00 AM.** Please take care to observe this request, especially outside the buildings, in the ball court, and in the campfire area in consideration of your neighbors and staff.
- 9. Vehicles may only be parked in designated visitor parking areas.** Please drive slowly and carefully at all times.
- 10. Fires are only allowed in the Amphitheater campfire pit.** Use may be restricted during seasons of high fire danger.
- 11. Group organizers and leaders are responsible for distributing this information to their groups and for collecting a completed "Conference Guests Special Needs Survey" from each participant.** The Summary of Conference Guests Special Needs will be completed and submitted with the 30-Day Agreement.

WALKER CREEK RANCH

USER

Dated: _____

Dated: _____

By: _____

By: _____

