AGREEMENT for Challenge Day Program

THIS MULTIPARTY AGREEMENT is effective **5/15/2023** by and between **CHALLENGE DAY** (the "Vendor"), a California 501[c]3 nonprofit corporation located at 2520 Stanwell Drive, Ste 160, Concord CA 94520 and **Black Horse Pike Regional School District** located at Highland Regional High School, Blackwood, NJ 08012 (the "Funder") and **Highland Regional High School** located at 450 Erial Road, Blackwood, NJ 08012 and **Timber Creek High School** located at 501 Jarvis Road, Erial, NJ 08081 and **Triton Regional High School** located at 250 Schubert Ave, Runnemede, NJ 08078 (the "Host Organization(s)"). For the purposes of this agreement Host Organization shall mean all employees of Host Organization, Funder shall mean all employees of Funder, and Vendor shall mean all employees and subcontractors of Vendor.

Witnessed, that the Vendor, Funder and Host Organization(s) for the consideration hereinafter named agree as follows:

Article 1: Statement of Services

A. Commencing on 1/9/2024 Vendor shall supply services, people and materials for the following:
See Attached List of Days, Addendum A

B. This agreement applies to all services performed by Vendor or on behalf of Vendor under this agreement, whether performed in anticipation of or following the execution of this agreement.

Article 2: Compensation for Services

As full compensation for direct and indirect labor costs, overhead and profits, the Vendor shall be paid at the following rates for delivering the program, services and material ("Services") as contemplated by this agreement. Such rates shall only cover services that are performed by bona fide employees of the Vendor, or its subcontractors unless otherwise approved by Funder's and Host Organization(s) Representative(s).

A. Rates for Services will be as follows:

Funder to Pay **$12000 less discount of $300 (for contracts received by 5/31/2023) for a net of $11700**

See attached Invoice #**16298** for details.

CHALLENGE DAY: A minimum of forty (40) and maximum of one hundred (100) student participants per day. Any breach of contract pertaining to student numbers will result in an additional charge. Client will be billed an additional sum of $300 when there are more than 100 but less than 120 participating students. Students participants must be recruited from the contracted school (Client) only. Vendor reserves the right to cancel Program(s) without prior notice, according to terms of Cancellation and Termination article, if there are less or more than the agreed upon student participants.

B. Expenses: Funder will pay in advance (or reimburse Vendor) for necessary, reasonable and documented travel expenses actually incurred as follows:

1) Air Transportation: Round trip coach airfare for two Challenge Day Leaders to and from Host Organization(s)'s nearest airport.
   i. Reservations and ticketing to be arranged by Vendor.
   ii. Plus equipment transportation fee (weight fees charged by airlines).
   iii. Plus shuttle and/or parking fees incurred by Vendor ($35 per leader, per day).
   iv. Vendor will attempt to minimize costs to Client, while also minimizing inconvenience to Leaders.
   v. Program Leaders will arrive the evening before the first scheduled program day and leave the evening of or morning immediately following the last program day in a given week. Leaders will not normally stay over weekends.
2) Ground Transportation: Ground transportation from airport to hotel and from hotel to client's site.
   i. Transportation to be arranged by Vendor.
3) Lodging: Standard hotel accommodations for two Challenge Day Leaders (Holiday Inn or equivalent).

Vendor will arrange for lodging unless other terms are previously negotiated with Funder and/or Host Organization(s). If Funder and/or Host Organization(s) is to arrange accommodations, hotel information and confirmation numbers are to be provided four (4) weeks prior to Challenge Day event. In the event the leaders must travel the morning following the last program day Vendor will arrange for lodging.

i. One room per leader.
ii. When feasible, Client to pay for lodging directly.
iii. Plus shuttle and/or parking fees incurred by Vendor ($35 per Challenge Day booked).
iv. Both Leaders must stay at same hotel.

Article 3: Limit of Expenditure

The maximum expenditure authorized hereunder for any service, **Excluding** reimbursable expenses as indicated shall be **$11700**.

Article 4: Invoicing & Payment

Below please find Funder's payment schedule. Adhering to this payment schedule will confirm the requested Challenge Day (s).

A. Client's requested days will not be confirmed until the 1st installment payment and an authorized Purchase Order for the full invoice amount has been received and credited to your school or organization's account by our administrative offices. All installments are welcomed as early as contracts are completed.

B. If client's scheduled days are cancelled due to non-payment, client will be required to resubmit their request to host a future Challenge Day. Rescheduling days due to cancellation does not in any way guarantee the cancelled client precedence over other clients waiting for existing or future booking opportunities.

C. Booking requests made within 90 days of the event date will be confirmed only if scheduling permits and if the contract is accompanied by no less than the 1st installment (and an approved Purchase Order for full invoice amount made payable tno later than 30 days after the event.) (Payment, Purchase Order and Contract are expected within 5 business days when booking within the 90 day period.)The requested program date is 1/9/2024.

D. Accounts that have not paid within 30 days of the program date and that have not submitted and received approval for a payment plan are subject to a .05% monthly finance charge (6% annual finance charge).

Balance for program(s): $11700

Schedule of Installments

Installment	Payment Due Date	Payment Amount	Balance Remaining
1st installment	10/11/2023	$11700	$0

To expedite clarity on any questions, concerns, or issues that may arise regarding payments; please list the information requested below for any/all parties that may be involved in the payment process.

_____

Department

_____

Name

_____

Title

_____

Phone/Ext.

Email

Article 5: Personnel to Be Provided

Each Host Organization(s)'s Representative, hereinafter referred to as the Coordinator(s), shall be present at each of the program days respectively. The Coordinators for each Host Organization shall be the persons listed in the signature page of this agreement or such person or persons as may be designated by each Host Organization.

Vendor must have phone contact regarding final logistics with each Coordinator no later than 28 days prior to first scheduled program day. Vendor reserves the right to cancel if Coordinator or alternate Host Organization Representative cannot be reached, subject to the termination section below.

If Coordinator is not a school counselor, Host Organization(s) must also provide a counselor who will attend the entire program day(s) and coordinate any necessary follow-up support for youth participants.

In addition, each Host Organization(s) must provide a minimum of one adult for every four (4) youth participants (e.g. 100 youth, 25 adults). If a Host Organization is unable to provide a 1 to 4 ratio of adults to student participants, the Host Organization must reduce the number of student participants to meet the required ratio. Vendor reserves the right to cancel the program at the Funder's expense if these conditions are not met.

Each Coordinator will:

A. Use the Challenge Day Coordinator's Handbook and other program materials, provided by Vendor to the Coordinator, as guides for coordinating participation and logistics for the program day (s).

B. Act as primary contact with the Challenge Day office regarding all logistics for program day (s).

C. Attend a phone meeting with Challenge Day Client Manager named below five (5) to six (6) weeks prior to first program day. The purpose of this meeting is to review the Challenge Day Coordinator's Handbook and all arrangements and logistics.

D. Maintain weekly e-mail and/or phone contact with the Challenge Day Client Manager from six (6) weeks prior to first program day to one (1) week after the last program day.

E. Take responsibility for ensuring that all personnel, facilities, tools and equipment are provided as written in this agreement and the Challenge Day Coordinator's Handbook.

F. Be available to speak with Challenge Day staff the day prior to the first program day to review last-minute logistics.

G. Attend each program day in its entirety and/or assign an alternate coordinator to attend each program day in its entirety. If an alternate coordinator is assigned, the alternate coordinator must agree to assume all coordinator responsibilities regarding event participants, logistics and personnel for that day.

Article 6: Facilities to Be Provided

CHALLENGE DAY: All work hereunder shall be performed on Client's premises or at sites designated by Client. Client to secure a private enclosed room large enough for the activities of the participants, including Adult Participants (50 x 50' minimum; 20' ceiling height). Private room is defined as one which will be free of interruptions for the duration of the program, where loud sounds such as cheering will not disturb occupants in adjoining rooms, any windows at or below eye level have been covered, and participants must be able to eat lunch in the same site of the program. Site must be confirmed three (3) weeks prior to the event(s).

Article 7: Changes

Funder may, during the term of this agreement, request additions to the services furnished by the Vendor. Funder reserves the right to cancel any scheduled services consistent with the terms of Cancellation and Termination article. Vendor shall not be obligated to make changes without its written acknowledgment of

acceptance of such changes.

Article 8: Cancellation And Termination

Because actions taken and/or decisions made by each Host Organization may affect the Funder and/or the ability of Vendor to perform services, Funder and each Host Organization must understand the terms of Cancellation and Termination outlined in this article.

A. If a Funder and/or a Host Organization schedules program days with Vendor and cancels ninety one (91) days or more prior to the scheduled date of program, no fee is due.

B. If a Funder and/or a Host Organization schedules program days with the Vendor and cancels sixty one (61) to ninety (90) days prior to the scheduled date of the program then the Funder will pay Vendor the 1st installment for the days cancelled plus any travel costs or fees incurred by the Vendor on behalf of the Funder.

C. If a Funder and/or a Host Organization schedules program days with the Vendor and cancels sixty (60) days prior to the scheduled date of the program then the Funder will pay Vendor all installments for the days cancelled, plus any travel costs or fees incurred by the Vendor on behalf of the Funder.

D. Vendor must have phone contact regarding final logistics with each Host Organization's representative no later than 28 days prior to the first scheduled program day. Vendor reserves the right to cancel if that Host Organization's representative cannot be reached, subject to Cancellation and Termination clauses A through D.

E. If program days are canceled due to weather outside of listed items in Force Majeure Article, Funder will pay Vendor any travel costs or fees incurred by the Vendor on behalf of the Funder for the dates listed in Addendum A. If openings exist, program days may be rescheduled to a date or dates within one (1) calendar year from the original date(s). If the event is to be rescheduled Funder will pay Vendor additional travel costs incurred for rescheduled event.

F. If Host Organization(s) decision, action or inaction renders Vendor unable to perform services, Vendor reserves the right to cancel, subject to Cancellation and Termination clauses A through E.

G. Funder and/or a Host Organization may terminate this agreement at any time subject to the provisions of cancellation indicated above in clauses A through E.

Article 9: Entire Agreement

The provisions of this agreement supersede all contemporaneous oral agreements and all prior oral and written communications (including the School Coordinator Program Packet) and understanding of the parties with respect to the subject matter of this Agreement. This agreement is the entire agreement between the parties.

Article 10: Force Majeure

Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, or other similar causes beyond the control and without the fault or negligence of the delayed or non performing party or its subcontractors.

Article 11: Insurance

Vendor shall maintain in full force and effect, at its cost and expense, liability insurance in the aggregate amount of $1,000,000.

Article 12: Disputes

Any controversy, dispute or claim arising out of or relating to the interpretation of this Agreement shall be subject to a thirty (30) day negotiation period between the parties in which key business people for the parties will, in good faith, attempt to resolve the matter.

Article 13: Mediation

If a dispute arises out of or relates to this Agreement, or its breach, and the parties have not been successful in resolving such dispute through negotiation, the parties agree to attempt to resolve the dispute through mediation by submitting the dispute to a sole mediator selected by the parties or, at any time at the option of either party, to mediation by the American Arbitration Association ("AAA"). Nothing in this clause shall be construed to preclude any party from seeking injunctive relief in order to protect its rights pending mediation. A request by a party to a court for such injunctive relief shall not be deemed a waiver of the obligation to mediate.

Article 14: Tools and Equipment

Unless otherwise specifically provided for in this agreement, Vendor shall provide all tools and equipment ("equipment") for performance of this Agreement. Should the Vendor actually use any equipment owned or rented by Funder and/or Host Organization(s), Vendor accepts the equipment "as is" and the Vendor shall have the risk of damage to such equipment as long as damage is sustained as a result of Vendor's actions. Vendor agrees not to remove the equipment from Host Organization(s)'s premises, and to use equipment only for the services covered under this agreement. In addition to one chair per participant (chairs must be lightweight and without arms), each Host Organization must provide the equipment and supplies specified in the Challenge Day Coordinator's Handbook.

Article 15: Timely Performance

If Vendor has knowledge that anything prevents or threatens to prevent the timely performance of the Services under this Agreement, Vendor shall immediately notify Funder and Host Organization(s) thereof and include all relevant information concerning the delay or potential delay.

Article 16: Title to Media / License to Use

Receipt of materials supplied under this agreement represents acceptance of a license to use such materials for "in house" activities sponsored by Host Organization(s) solely for the benefit of Host Organization(s)'s employees and students. Such rights are restricted to use by those employees who participate in the program to which the materials are related. License to use any documents and other tangible media of expression ("Training Media") furnished hereunder by Vendor to Host Organization(s) shall pass to Host Organization (s) on full payment of invoice for the services associated with such media. Funder and each Host Organization expressly agrees that it does not have the right to reproduce or sub-license such media.

Article 17: Ownership of Programs

Vendor's programs or related materials in any form including but not limited to written, video, audio or electronic reproductions, and shall obligate its employees, subcontractors and others working for it, to adhere to the same limitations, without written consent of Vendor. Each Host Organization agrees to limit its use of programs and materials supplied by Vendor to "in house" activities sponsored by Host Organization solely for the benefit of its employees and students.

Article 18: Right to Use Ideas

The ideas presented in the Vendor's programs may be used by each Host Organization and its employees, subcontractors and others working for Host Organization without restriction. However, due to the nature of the exercises, which are protected under Federal copyright law, specific exercises, such as the Power Shuffle, may not be reproduced in any format.

Article 19: No Result or Benefit

The Vendor promises only to deliver the program and does not warrant or promise any result or benefit to Host

Organization(s) or those participating.

Article 20: Vendor's Trainees

The vendor shall be allowed to have two of its own Leader trainees attend any program supplied under this agreement, subject to the approval of the client, which approval shall not be unreasonably withheld. Such trainees may, at the discretion of the Vendor, co-lead parts of the programs as long as a fully qualified program Leader is in attendance. The Vendor certifies that such co-leading will enhance the value of the programs it supplies. Funder shall not be charged any additional fee(s) for the presence of trainees. Funder shall not be responsible for any fees associated with the trainees, including but not limited to air transportation, ground transportation, and lodging. Furthermore, not only will the Vendor be responsible to pay for the lodging expenses for trainees, but the presence of trainees shall not alter the one leader per room requirement contained in Article 2(B)(3)(i). For example, if Vendor uses two (2) Program Leaders and two (2) Trainees, the Funder shall only be liable for the lodging of the two (2) Program Leaders and thus only responsible for the cost of two (2) rooms.

Article 21: Representations

Vendor represents to Funder and Host Organization(s) that the services rendered by the Vendor will be performed in a manner consistent with highest professional standards in its field.

Article 22: Indemnity

A. The Funder and Host Organization(s) shall indemnify and save harmless the Vendor, its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly and whether by statute or otherwise, out of any act or omission of the Funder and/or Host Organization(s) , its employee and agencies in the performance by the Funder and/or Host Organization(s) of this Agreement.

B. The Vendor shall indemnify and save harmless the Funder and Host Organization(s), its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly and whether by statue or otherwise, out of any act or omission of the Vendor, its employees and agencies in the performance by the Vendor of this Agreement.

C. The above indemnifications shall survive the termination of this Agreement.

Addendum Regarding Indemnification for Program Content

Vendor’s Services do not include discussion or dissemination of “Critical Race Theory.” Client understands, acknowledges and agrees that the Vendor’s program participants and facilitators may discuss historical and current experiences of discrimination and oppression of various groups based on (but not limited to): socio-economic status, gender identity, sexuality, religion, race, ethnicity, and/or culture. Client agrees to, and does bear all responsibility for ensuring compliance with state and local laws, rules, and regulations pertaining to such program content. Client further specifically agrees to indemnify and save harmless the Vendor, its employees and agents from any and all claims, demands, actions and costs whatsoever, that may arise out of Vendor’s presentation of said program content.

Article 23: NonWaiver

No agreement or failure of any party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition.

Article 24: Severability

If any portions of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provisions or provision, and the rights and obligations of the parties shall be construed and enforced accordingly.

Article 25: Program Requirements

Below you will find a list of logistical items you and your planning team must attend to as you prepare for your school's Program(s). These are non-negotiable items and agreements that must be met to ensure the success of your event. Please review this list carefully.

CHALLENGE DAY:

- A designated coordinator must supply their contact information, complete a coaching call no later than 6 weeks prior to their event, and carry out the requirements detailed in the Challenge Day Coordinator's Handbook.

- A counselor must participate and be present for the duration of the Challenge Day program.

- Number of student participants must meet the minimum requirement of 40 students, and may not exceed 100 students per program day.

- The school must maintain a 4:1 student to adult ratio for their Challenge Day program.

- The school staff will be informed about the Challenge Day program and briefed on the expectations for their involvement.

- The Challenge Day program requires at least 5 hours of uninterrupted program time.

- The event location must be a 50x50 space that can safely accommodate up to 125 program participants.

- The space will be set up per specifications in the Coordinator's Handbook the night prior to the event, or in the morning before the facilitators arrive.

Article 26: Notices

Any notice or demand which under the terms of this Agreement or under any statute must or may be given or made by Vendor or Funder or Host Organization(s) shall be in writing and shall be given or made by confirmed facsimile, or similar communication, or by certified mail, registered mail, or courier service addressed to the respective parties as follows:

For Black Horse Pike Regional School District:
Nicole Hohl
Highland Regional High School
450 Erial Road
Blackwood, NJ 08012

For Challenge Day:
Laura Rosa
Challenge Day
2063 Main Street #437
Oakley, CA 94561

For Host Organization(s) to each Principal at: **Highland Regional High School** located at 450 Erial Road, Blackwood, NJ 08012 and **Timber Creek High School** located at 501 Jarvis Road, Erial, NJ 08081 and **Triton Regional High School** located at 250 Schubert Ave, Runnemede, NJ 08078

The effective dates of such notice shall be (1) upon evidence of successful facsimile transmission, or (2) five days following the date mailed for certified or registered letters and two days following the date mailed for overnight letters (courier service), or (3) when delivered, if in person. The above addresses may be changed at

any time by giving written notice as provided above.

Host Organization: **Highland Regional High School**

By signing below, I agree to this Contract and agree to provide support, personnel, facilities, tools and equipment as written above. I attest that I am the Principal and authorized to make agreements on behalf of Highland Regional High School located at 450 Erial Road, Blackwood, NJ 08012.

Principal Name: _____ Signature:_____Date: _____

By signing below, I attest that I have read and agree to perform the responsibilities of Coordinator, as written above:

Coordinator Name & Title: _____ Signature:_____Date: _____

Host Organization: **Timber Creek High School**

By signing below, I agree to this Contract and agree to provide support, personnel, facilities, tools and equipment as written above. I attest that I am the Principal and authorized to make agreements on behalf of Timber Creek High School located at 501 Jarvis Road, Erial, NJ 08081.

Principal Name: _____ Signature:_____Date: _____

By signing below, I attest that I have read and agree to perform the responsibilities of Coordinator, as written above:

Coordinator Name & Title: _____ Signature:_____Date: _____

Host Organization: **Triton Regional High School**

By signing below, I agree to this Contract and agree to provide support, personnel, facilities, tools and equipment as written above. I attest that I am the Principal and authorized to make agreements on behalf of Triton Regional High School located at 250 Schubert Ave, Runnemede, NJ 08078.

Principal Name: _____ Signature:_____Date: _____

By signing below, I attest that I have read and agree to perform the responsibilities of Coordinator, as written above:

Coordinator Name & Title: _____ Signature:_____Date: _____

Funder: **Black Horse Pike Regional School District**

By signing below, I agree to the articles of this Agreement and attest that I am authorized to make agreements on behalf of **Black Horse Pike Regional School District** located at Highland Regional High School, Blackwood, NJ 08012

Authorized Name & Title: _____

Signature:_____ Date:_____

For Challenge Day:
Booking Manager Name: Laurie Rosa

Signature:_____ Date:_____

Addendum A to Agreement for Challenge Day Program

Host Organization	Date	Program
Triton Regional High School	01/09/24	Challenge Day
Timber Creek High School	01/10/24	Challenge Day
Highland Regional High School	01/11/24	Challenge Day