

## AGREEMENT for Challenge Day Program

THIS AGREEMENT is effective 2/2/2021 by and between **Black Horse Pike Regional School District** (the "Client") and CHALLENGE DAY (the "Vendor"), a California 501(c)3 nonprofit corporation located at 2063 Main Street #437, Oakley, CA 94561. For the purposes of this agreement Client shall mean all employees of Client, and Vendor shall mean all employees and subcontractors of Vendor.

Witnessed, that the Client and the Vendor for the consideration hereinafter named agree as follows:

### Article 1: Statement of Services

- A. Commencing on 4/21/2021 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 Client's Representative.

- A. Rates for Services will be as follows:

Client to Pay **\$3300 less scholarship of \$3300 subject to Terms of Scholarship attached to this Agreement, for a net of \$0.**

See attached Invoice #15896 for details.

**VIRTUAL CHALLENGE DAY**: A minimum of twenty (20) and maximum of two hundred (200) student participants per day. Any breach of contract pertaining to student numbers will result in an additional charge. 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.

### Article 3: Invoicing & Payment

Below please find your payment schedule. Adhering to this payment schedule will confirm your 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 no 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.
- 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).

Your requested program date is 4/21/2021.

Balance for program(s): \$0

Schedule of Installments

Installment	Payment Due Date	Payment Amount	Balance Remaining
=====	=====	=====	=====
1st installment	3/22/2021	\$0	\$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 4: Personnel to Be Provided**

Client's Representative, hereinafter referred to as the Coordinator, shall be present at each of the program days. The Coordinator shall be **Jeanette Vizoco** or such person or persons as may be designated by the Client.

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

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

**The Coordinator will:**

- A. Use the Challenge Day Coordinator's Handbook and other program materials, provided by Vendor to Client, 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 5: Facilities to Be Provided**

All work hereunder shall be performed virtually via Zoom. Participants to be located in a private room, free of interruptions for the duration of the program. Client to provide the virtual link sent by vendor (Zoom link, meeting ID and password).

**Article 6: Changes**

Client may, during the term of this agreement, request additions to the services furnished by the Vendor. Client 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 7: Cancellation And Termination**

- A. If Client 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 Client schedules program days with the Vendor and cancels sixty one (61) to ninety (90) days prior to the scheduled date of the program then Client will pay Vendor 1st installments for the days cancelled.
- C. If Client schedules program days with the Vendor and cancels sixty (60) days prior to the scheduled date of the program then Client will pay Vendor all installments for the days cancelled.
- D. Vendor must have phone contact regarding final logistics with Client’s representative no later than 28 days prior to the first scheduled program day. Vendor reserves the right to cancel if Client cannot be reached, subject to Cancellation and Termination clauses B and C.
- E. Client may terminate this agreement at any time subject to the provisions of cancellation indicated above in clauses A through E.

**Article 8: Choice of Law**

The laws of the State of California shall govern this agreement and all transactions under it. Vendor agrees to submit to the jurisdiction of any court wherein an action is commenced against Client based on a claim for which Vendor has agreed to indemnify Client under this Agreement.

**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 and Arbitration**

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"). If not thus resolved, it shall be referred to a sole arbitrator selected by the parties within thirty (30) days of the mediation or, in absence of such election, to final and binding arbitration by a sole arbitrator under the AAA Arbitration Rules ("Rules") in effect on the date of this Agreement. The mediation and arbitration, including arguments and briefs, shall be in the English language in the State of California, United States of America. The arbitrator may not limit, expand or otherwise modify the terms of this Agreement or award exemplary or punitive damages or attorney's fees. The arbitrator shall apply the substantive law of the State of California. The award shall be in United States dollars. Judgment upon the award rendered in the arbitration may be entered in any court having jurisdiction thereof. Each party shall bear its own expenses (including attorney's fees) and an equal share of the expense of the mediator and arbitrator and the fees of the AAA. The parties and their representatives, other participants and the mediator and arbitrator shall hold the existence, content and result of the mediation and arbitration in confidence. Nothing in this clause shall be construed to preclude any party from seeking injunctive relief in order to protect its rights pending mediation or arbitration. A request by a party to a court for such injunctive relief shall not be deemed a waiver of the obligation to mediate or arbitrate.

**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. Client must provide or assure its participants have paper, a pencil or a pen, and a one on one electronic device such as a laptop, Chromebook, or tablet, and headphones.

**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 Client 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 Client solely for the benefit of Client'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 Client shall pass to Client on full payment of invoice for the services associated with such media. Client 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. Client agrees to limit its use of programs and materials supplied by Vendor to "in house" activities sponsored by Client 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 Client and its employees, subcontractors and others working for Client without restriction. However, due to the nature of the exercises, which are protected under Federal copyright law, specific exercises, such as Raise Hands If, 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 Client or those participating.

**Article 20: Representations**

Vendor represents to Client that the services rendered by the Vendor will be performed in a manner consistent with highest professional standards in its field.

**Article 21: Indemnity**

- A. The Client 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 Client, its employee and agencies in the performance by the Client of this Agreement.
- B. The Vendor shall indemnify and save harmless the Client, 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 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.

**Article 22: NonWaiver**

No agreement or failure of either 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 23: 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 Vendor and Client shall be construed and enforced accordingly.

**Article 24: Program Requirements**

Client must provide a staff member to serve as the coordinator, a minimum of one teacher, a counselor, and meet the program requirement of adult to student ratio. Vendor reserves the right to cancel the program at the Client's expense if the conditions are not met.

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.

**VIRTUAL CHALLENGE DAY:**

- A designated coordinator must supply their contact information, complete a coaching call no later than 4 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 20 students, and may not exceed 200 students per program day.
- The school must maintain a 5:1 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 2.5 (two and a half) hours of uninterrupted program time.

**Article 25: 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 Client 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:

Julie Scully  
Highland Regional High School  
450 Erial Road  
Blackwood, NJ 08012

For Challenge Day:

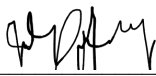
Margarita Gonzalez-Acevedo  
Challenge Day  
2063 Main Street #437  
Oakley, CA 94561

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.

**Article 26: Signatures**

By signing below, I agree to the articles of this Agreement and agree to provide support, personnel, facilities, tools and equipment as written above. I attest that I am authorized to make agreements on behalf of Highland Regional High School:

**Authorized Signature Name:** Julie Scully

Signature: \_\_\_\_\_ 

Date: 02 / 02 / 2021

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

**Coordinator Name: Jan Vizoco**

Title: Student Assistance Coordinator

Signature: \_\_\_\_\_ *Jeanette Vizoco*

Date: 02 / 02 / 2021

For Challenge Day:

**Booking Manager Name: Margarita Gonzalez-Acevedo**

Signature: \_\_\_\_\_ *Margarita Gonzalez-Acevedo*

Date: 02 / 02 / 2021

**Addendum A to Agreement for Challenge Day Program**

<b>Host Organization</b>	<b>Date</b>	<b>Program</b>
Highland Regional High School	04/21/21	Virtual-Challenge Day





2063 Main Street #437  
 Oakley, CA 94561  
 Phone 925-957-0234

# Program Invoice

<b>INVOICE NUMBER</b>	15896
<b>BOOKING DATE</b>	<b>2/2/2021</b>

<b>Program Funded By:</b>	
Black Horse Pike Regional School District Highland Regional High School 450 Erial Road Blackwood, NJ 08012	
<b>Purchase Order #</b>	

<b>Program Location:</b>	
Highland Regional High School	
<b>Program Date</b>	4/21/21

Events	Program Description	Program Fees	Fees Due By	Total
1	Virtual-Challenge Day - balance due on or before program date	3,300.00	3/22/21	3,300.00
1	Scholarship award - Evaluation grant funds applied	-3,300.00	3/22/21	-3,300.00
1	For Virtual-Challenge Day at Highland Regional High School on 4/21/2021.	0.00	3/22/21	0.00

**PLEASE NOTE WE CAN ONLY ACCEPT PAYMENT IN US CURRENCY. PLEASE INCLUDE YOUR INVOICE # WITH YOUR PAYMENT. WE NO LONGER ACCEPT CREDIT CARD PAYMENTS.**

<b>PLEASE REMIT PAYMENTS TO:</b> <b>CHALLENGE DAY</b> <b>2063 MAIN STREET #437</b> <b>OAKLEY, CA 94561</b>	<b>Total</b>	<b>\$0.00</b>
FED TAX ID 3 94-3386810 IRS APPROVED 501(c)(3) TAX EXEMPT CORPORATION		

<b>TITLE</b>	Challenge Day - Contract and Invoice - Contract due Feb. 19
<b>FILE NAME</b>	Black Horse..._4_2021.pdf and 1 other
<b>DOCUMENT ID</b>	70cbf63880175633f0d0cdecad310817abc761d8
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Completed

## Document History



SENT

**02 / 02 / 2021**

07:04:27 UTC-8

Sent for signature to Julie Scully (jscully@bhprsd.org) and Jan Vizoco (jvizoco@bhprsd.org) from margarita@challengeday.org  
IP: 99.8.156.88



VIEWED

**02 / 02 / 2021**

07:11:48 UTC-8

Viewed by Jan Vizoco (jvizoco@bhprsd.org)  
IP: 73.197.111.100



SIGNED

**02 / 02 / 2021**

07:15:25 UTC-8

Signed by Jan Vizoco (jvizoco@bhprsd.org)  
IP: 73.197.111.100



VIEWED

**02 / 02 / 2021**

07:19:58 UTC-8

Viewed by Julie Scully (jscully@bhprsd.org)  
IP: 71.59.92.134



SIGNED

**02 / 02 / 2021**

07:21:03 UTC-8

Signed by Julie Scully (jscully@bhprsd.org)  
IP: 71.59.92.134



COMPLETED

**02 / 02 / 2021**

07:21:03 UTC-8

The document has been completed.