



CDW Education  
 75 Remittance Drive, Suite 1515  
 Chicago, IL 60675

<b>Prepared For</b>	<b>Estimate Date</b>	<b>Estimate Number</b>
Santa Rosa City Schools 211 Ridgway Avenue Santa Rosa, CA 95401	03/12/2025	0078638

Description	Rate	Qty	Line Total
AIT-GFC-1003 CHROME-GOPHER - M – Medium district (between 5000 and 20,000 devices): Chrome Gopher - 1 year license ; prepay 3 years Licensed Domains: srcs.k12.ca.us, srcschools.org License Term: 2025-07-01 - 2028-06-30	\$1,155.00	3	\$3,465.00
AIT-GFC-9101-00 CHROME-GOPHER - AIT Discount: Chrome Gopher - 1 year license  Licensed Domains: srcs.k12.ca.us, srcschools.org License Term: 2025-07-01 - 2028-06-30	-\$346.50	1	-\$346.50
Subtotal			3,118.50
Tax			0.00
<b>Estimate Total (USD)</b>			<b>\$3,118.50</b>

**Notes**

Expecting a quote from Amplified IT? Amplified IT is now a part of CDW! We're moving all of the Amplified IT's products on to CDW's systems. This means quotes and invoices will come from CDW and Purchase Orders need to be made out to CDW. Unfortunately we will no longer be able to accept Purchase Orders made out to Amplified IT for these products. If you have any questions ask your Account Manager or GCS rep.

**Terms**

About Us <https://www.cdwg.com/content/cdwg/en/about/overview.html>  
 Privacy Policy <https://www.cdwg.com/content/cdwg/en/terms-conditions/privacy-notice.html>  
 Terms and Conditions <https://www.cdwg.com/content/cdwg/en/terms-conditions.html>

Please send purchase orders to [cdwg@amplifiedit.com](mailto:cdwg@amplifiedit.com) or fax to 757-585-3550. If possible, please also include a copy of your organization's tax-exempt certificate with your purchase order. An exemption certificate is required to process Google Voice orders.

This email was sent by CDW Government LLC. All information and offers are subject to the CDW•G Terms and Conditions, and CDW•G policies.

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## Hewlett Packard Enterprise

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March 12, 2025

Beatrice Gonzales

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**AMP ID: 80003614NBQ**

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Dear Valued Customer,

Enclosed is a Hewlett Packard Enterprise USA (HPE) support service quote for your products. Review the services, support items, start / end dates, addresses, and company contacts for accuracy. Please advise HPE of any changes prior to submitting your purchase order or authorization. To order support services detailed in this package, please return billing authorization by choosing one of the following convenient options. Subject to HPE Customer Terms - Support or purchase agreement with HPE and if applicable, Exhibit E24.

**Option 1:** Provide an open-ended purchase order (PO). An open-ended PO allows you to add products to your agreement as necessary, as well as renew your support from year to year. Cancellation of the support service agreement requires a 30-day written notice.

**Option 2:** Provide a PO for the coverage dates specified in the enclosed referenced proposal.

**Your PO must note the Support Coverage Period along with at least one of the following items 1 or 2. For Datacenter Care agreements also reference the SOW (item 3):**

1. HPE Reference (quote) number(s),
2. AMP ID(s)
3. Statement of Work(SOW) - Required if you have Datacenter Care support

\*\* If there is an approval signature section on your PO then it should be signed/approved before sending to HPE.

Please indicate if you are taxable or tax exempt, please send a copy of your Tax Exemption Certificate with your PO. Include your billing frequency and current invoice-to address.

**Option 3:** Sign and return the attached Signature Authorization Form (SAM).

\*\*If you provide authorization via the SAM form (Signature Authorization Method), please ensure that all the applicable boxes are checked on the form, along with the printed name and signature of the authorizing party.

**Note:** If the information in Options 1 through 3 are not included in your PO or SAM Form, then HPE will need to contact you to collect this missing data, which will cause a delay in activating your support contract(s). HPE requires these details for audit purposes. We value your business and look forward to providing you with continued support.

Please forward your PO or SAM via EMAIL. For further assistance please contact your HPE Representative.

Sincerely,  
Lilli Sexton  
HPE Representative  
Enclosure





## Quote Summary

March 12, 2025

**AMP ID** 80003614NBQ **Total USD** 4,362.48

**Special Terms and Conditions No:** 7-23-70-55-03-CA

### Customer Contacts

**Sold To Address** SANTA ROSA CITY SCHOOL DIST.  
211 RIDGWAY AVE  
SANTA ROSA CA 95401-4320  
USA

**Attn:** Beatrice Gonzales  
**Tel:** (707) 890-3877  
**Email:** bgonzales@srcs.k12.ca.us

**Bill To Address** SANTA ROSA CITY SCHOOL DIST.  
211 RIDGWAY AVE  
SANTA ROSA CA 95401-4320  
USA

### HPE Contacts

**Address** Hewlett Packard Enterprise Company  
8000 Foothills Boulevard  
Roseville CA 95747  
USA

**Contract Admin** **Attn:** Lilli Sexton  
**Tel:** +19165402799  
**Email:** lilli.sexton@hpe.com

**Sales Rep** **Attn:** Lilli Sexton  
**Tel:** +19165402799  
**Email:** lilli.sexton@hpe.com

## Service Overview

HPE Quote	Start Date	End Date	Service Level	Net Price USD
2001878097	08/01/2025	07/31/2026	HPE Tech Care Basic wDMR SVC	4,362.48
LIFECYCLE ID S4_000000319955				
Support Account Reference SANTAROSA7704456537 3-7704456537				
<b>Summary of Charges</b>				
Hardware Support				3,706.56
Hardware Helpdesk Services				655.92
<b>Grand Total USD</b>				<b>4,362.48</b>

Total excludes all taxes. If applicable, taxes will be added at the time of invoicing at the current tax rate. Total price includes all additions, deletions, warranties, discounts and adjustments if applicable. Refer to the detail document for any applicable state & local tax.

## HPE Terms and Conditions Information

This order is governed by the specific agreement referenced below in the comment section. If none is identified, then Hewlett Packard Enterprise's standard terms, as indicated below for the services you purchased will apply. Either one is the Agreement.

- Standard Terms: [www.hpe.com/docs/customerterms](http://www.hpe.com/docs/customerterms)
- Datasheets (English): [www.hpe.com/info/mktlibrary](http://www.hpe.com/info/mktlibrary)

You may contact your Sales Representative or login through your Services360 / Services360 Pro account (<https://s360.hpe.com>) to submit a purchase for your quote(s).

HPE Quote: 2001878097

## Quote Details

**Start Date** 08/01/2025 **End Date** 07/31/2026 **LIFECYCLE ID** S4\_000000319955  
**Quote Valid To** 07/31/2025

## Customer Contacts

<b>HW Delivery Contact</b>	Attn: Beatrice Gonzales Tel: (707) 890-3877 Email: bgonzales@srcs.k12.ca.us	<b>SW Delivery Contact</b>	Attn: Beatrice Gonzales Tel: (707) 890-3877 Email: bgonzales@srcs.k12.ca.us	<b>Primary Support Recipient</b>	Attn: Vic Chanthashivakul Tel: (707) 890-3800 Email: vchanthashivakul@srcs.k12.ca.us
<b>Entitled Party</b>	SANTA ROSA CITY SCHOOL DIST. 211 RIDGWAY AVE SANTA ROSA CA 95401-4320 USA Attn: Adrian Bica Tel: (707) 548 8595 Email: abica@srcs.k12.ca.us	<b>End Customer</b>	SANTA ROSA CITY SCHOOL DIST. 211 RIDGWAY AVE SANTA ROSA CA 95401-4320 USA		

**Comments:** Participating Addendum # 7-23-70-55-03-CA must be sited on Purchase Order

Quote Details

Start Date 08/01/2025 End Date 07/31/2026 LIFECYCLE ID S4\_000000319955  
 Quote Valid To 07/31/2025

No.	Qty	Product	Description	Serial No	Support Account Reference	Start Date	End Date	Monthly Price USD	Quote Price USD
000001	1	HU4B3AC	HPE Tech Care Basic wDMR SVC						
HPE Hardware Tech Support									
000002	1	686792-B21	HP DL560 Gen8 CTO Server	2M251203LC	SANTAROSA7704456537	08/01/2025	07/31/2026	130.00	1,560.00
000003	1	686792-B21	HP DL560 Gen8 CTO Server	2M251203LD	SANTAROSA7704456537	08/01/2025	07/31/2026	130.00	1,560.00
000004	1	686792-B21	HP DL560 Gen8 CTO Server	2M251203LF	SANTAROSA7704456537	08/01/2025	07/31/2026	130.00	1,560.00
HPE Remote Tech Support									
000005	1	686792-B21	HP DL560 Gen8 CTO Server	2M251203LC	SANTAROSA7704456537	08/01/2025	07/31/2026	23.00	276.00
000006	1	686792-B21	HP DL560 Gen8 CTO Server	2M251203LD	SANTAROSA7704456537	08/01/2025	07/31/2026	23.00	276.00
000007	1	686792-B21	HP DL560 Gen8 CTO Server	2M251203LF	SANTAROSA7704456537	08/01/2025	07/31/2026	23.00	276.00
<b>Sub total USD</b>								5,508.00	
Government Hdr Disc% -20%								-1,101.60	
								4,406.40	
Pre Payment HdrDisc% -1%								-43.92	
<b>Total USD</b>								<b>4,362.48</b>	
<b>Summary of Charges</b>									
Hardware Support								3,706.56	
Hardware Helpdesk Services								655.92	
<b>Grand Total USD</b>								<b>4,362.48</b>	

**Asset Location**  
 SANTA ROSA CITY SCHOOL DIST.  
 211 RIDGWAY AVE  
 SANTA ROSA CA 95401-4320  
 USA

Prices exclude taxes. Applicable taxes will be added to the invoice. Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.

## Billing Schedule

AMP ID: 80003614NBQ

Settlement Period from 08/01/2025 to 07/31/2026

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<b>HPE Quote:</b>	08/01/2025
	07/31/2026

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2001878097	4,362.48
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<b>Total USD</b>	4,362.48
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The Prices shown will be invoiced annually in advance.

Please note this is not an invoice, charges shown are exclusive of tax.

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**Support Service Details**

HPE Quote: **2001878097**

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**000001 HU4B3AC HPE Tech Care Basic wDMR SVC**

**HPE Hardware Tech Support**

Defective Media Retention  
Onsite Support  
Replacement Parts  
Basic Service Level  
Travel Zone 2

**HPE Remote Tech Support**

Technical Support  
General Technical Guidance  
Basic Service Level

For more information regarding HPE Tech Care Basic wDMR Service Support visit  
[www.hpe.com/services/TechCareDatasheet](http://www.hpe.com/services/TechCareDatasheet)

## **Sonoma County Information Sharing**

### **Multiagency Agreement**

This information sharing multiagency agreement (“Agreement”) is made and entered into as of January 8, 2025 by the following public agencies (individually “Agency” and collectively “the Parties”):

County of Sonoma, Department of Health Services, Behavioral Health Division, Youth and Family Services Section

County of Sonoma, Department of Human Services - Family, Youth and Children Division

Sonoma County Superintendent of Schools/Office of Education

Sonoma County Probation Department

Sonoma County Sheriff’s Office

Sonoma County Human Resources Department

### **WHEREAS:**

The Parties are committed to providing appropriate programs and services to prevent children from becoming at-risk, and to intervene with Students referred by Level 1 Site Assessment Teams, in accordance with the Sonoma County Office of Education Student Threat Assessment Team (STAT) Guide.

The Parties desire a maximum degree of long-range cooperation and administrative planning to provide for the safety and security of the Sonoma County community and its children; and

The Parties are committed to improving services to students referred by Level 1 Site Assessment Teams and youth in the juvenile justice system by sharing information as permitted by law, which will allow the Parties to coordinate efforts and reduce duplication of services; and

The Parties agree that sharing appropriate information, resources, and training will result in improved coordination; and

The Parties acknowledge that various laws set forth the roles and responsibilities of each Agency in serving youth; and

The Parties agree that all obligations stated or implied in this Agreement shall be interpreted in compliance with applicable state and federal laws governing each Agency.



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Santa Rosa, CA 95403-8246  
707-524-2600 | scoe.org

**NOW, THEREFORE,** the Parties agree to promote a coordinated effort to improve the safety and welfare of youth by doing the following:

### **I. Addition of Participating Agencies and Amendment of the Agreement**

The Parties initially entering into this Agreement hope that over time additional local educational agencies throughout Sonoma County and additional Public and Local Government Agencies in Sonoma County, as appropriate, will join this Agreement. Each participating Public or County Agency Department Head shall maintain authority to assign a representative designee, amend this Agreement, and to add new participating Agencies. Additional public agencies may join this Agreement and participate in Meetings so long as (a) they commit to be bound by this Agreement's terms, (b) each new Agency's governing authority approves the Agreement, and (c) a majority of the existing Parties' Department Heads approves the addition of the new Agency, as a signatory of an amendment to the most recent version of this agreement .

This, and any other amendments to this Agreement, shall only be made in writing and with the consent of the majority of the Parties or their designees.

### **II. Term**

This Agreement shall be effective once approved by all of the initially participating Parties and shall automatically renew each July 1 thereafter. Any Agency may withdraw from this Agreement at any time after providing written notice to the Parties, but such an Agency (including its officers, employees, and agents) will continue to be bound by the information sharing provisions of this Agreement and applicable state and federal laws with respect to information or records acquired in the course of the Agency's participation in this Agreement.

### **III. Level 2 Student Threat Assessment Team ("STAT") Meetings**

The Parties will participate in STAT meetings ("Meetings") to facilitate the exchange of information about Students referred by Level 1 Site Assessment Teams, in accordance with the Sonoma County Office of Education Student Threat Assessment Team (STAT) Guide and youth in the juvenile justice system by sharing information as permitted by law.

Level 1 Site Assessments shall be considered when one or more of the following conditions are met:

1. Threat or aggression is specific to an identified target, and there is a motive and a plan.
2. There is a weapon at school or an attempt to bring a weapon to school.
3. Threat or aggression is causing considerable fear or disruption to normal activity.
4. There is continued intent to carry out a threat of harm to self or others.
5. There is a history of threats or extreme aggression (violence).
6. Staff, a parent, a community member, or a student perceives threatening circumstances.
7. An administrator is unable to determine if a situation poses a risk to school personnel or the community.



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Level 2 STAT will consist of county level agencies addressing higher-risk threats and will serve to coordinate external interventions that exceed the scope of the school-based level 1 STAT's supports.

The Parties will agree on a schedule of regular Meeting times which may be canceled or used as needed, and the Parties agree that each Agency will strive to make available one or more staff members to participate virtually or by phone in regularly scheduled Meetings. The Parties acknowledge that in some instances it may be necessary to call a Meeting outside of the regular Meeting schedule, and the relevant Agencies will make their best efforts to participate.

An Agency may call a Meeting when the Agency is concerned that a youth served by the Agency or a youth under its jurisdiction may be a risk to themselves (in accordance with Level 1 considerations) or others and believes that other Agencies may have relevant, helpful information, or believes that other Agencies could benefit from information about the youth that the Agency calling the meeting is legally permitted to share. Agencies will participate in these Meetings if they are County-level Agencies, the youth in question's school district of residence or enrollment, or a local law enforcement agency serving the youth's school district or community.

An Agency calls for a Meeting by notifying the County Superintendent who in turn will notify the Parties of the need for the Meeting and coordinate scheduling if the matter cannot wait until the next regularly scheduled Meeting time. When no Agency has called for a Meeting, the County Superintendent will inform the Parties that the next regularly scheduled Meeting is not needed.

#### **IV. Information Sharing**

This Agreement does not compel any Agency to share confidential information with other Agencies. Participating Agencies are subject to various state and federal laws which limit their ability to share confidential information. Each individual Agency will be guided by its own determination as to what information it may share with other Agencies and which Agencies it may share such information with, and shall develop internal written policies to ensure that confidential information received pursuant to this Agreement is disseminated only under appropriate circumstances and only to appropriate personnel, in accordance with all applicable laws. However, the Parties agree that they shall each comply with relevant state and federal law and other applicable local rules that relate to the use, security, dissemination, retention and destruction of records. Information shared pursuant to this Agreement may only be shared to the extent permitted by law applicable to each agency.

#### **V. Specific Agency Responsibilities**

##### **A. The County Superintendent of Schools and each School District Superintendent agree to:**

1. Designate a contact person(s) to act as the STAT Manager. Designee is responsible for scheduling Level 2 meetings, receiving criminal and historical information, and providing overall case management for the STAT. All parties to this agreement shall be informed of the County/District Superintendent's designee.

2. Request criminal and historical information only for the purposes of student assessment, student placement or to ensure the security of persons and property.
3. Develop appropriate internal written policies to ensure that confidential information received pursuant to this Agreement is disseminated only to appropriate personnel.
4. Share information on student achievement, behavioral and attendance history on youth referred for a Level 2 STAT with the parties to this Agreement for the purposes of assessment and treatment, as permitted by law.

**B. County of Sonoma, Human Resources agrees to:**

1. Designate a contact person(s) to be responsible for liaising with the SCOE County/District Superintendent's designee on governance and Tier 2 team operational items.
2. Assist SCOE, as needed, in communicating with the appropriate County agency representatives.
3. Support SCOE, as appropriate, in the development of internal written policies to ensure that confidential information received pursuant to this Agreement is disseminated only to appropriate personnel.
4. Share information on behavioral threat assessment theory, best practices, professional standards, and assist SCOE, as appropriate, on the development and enhancement of written policies applicable to threat assessment activities.
5. Inform the County/District Superintendent or their designee of any identified behaviors exhibited by a student, or other member of the public that compromises school or community safety.

**C. County of Sonoma, Department of Health Services; Behavioral Health, Youth Division agrees to:**

1. Designate a primary and secondary contact person(s) to be responsible for representing their respective departments in Tier 2 assessment activities. Department representatives should be knowledgeable in behavioral threat assessment theory, best practices, professional standards, and SCOE written policies applicable to threat assessment activities.
2. Share dispositional, placement and case management information relating to youth referred for a Level 2 STAT with the parties to this Agreement for the purposes of assessment and treatment,

with other agencies as appropriate and as permitted by law for purposes of assessment, placement and/or enhanced services to school aged clients.

3. Develop appropriate internal written policies to ensure that any confidential information received pursuant to this Agreement is disseminated only to appropriate personnel.
4. When appropriate, consult with schools, law enforcement, and local service providers to obtain consent from the parent(s), or legal health records holder, of a youth referred for a Level 2 Assessment to share client information for the purpose of coordinating services and reducing duplication of effort and to best serve the child and/or the family.
5. Upon request by the County Superintendent or a school district and with proper consent, share information, as permitted by law, with the County/District Superintendent or their designee for purposes of student assessment, placement or security of persons and property.

**D. County of Sonoma, Department of Human Services, Youth Division agrees to:**

1. Designate a primary and secondary contact person(s) to be responsible for representing their respective departments in Tier 2 assessment activities. Department representatives should be knowledgeable in behavioral threat assessment theory, best practices, professional standards, and SCOE written policies applicable to threat assessment activities.
2. Share dispositional, placement and case management information relating to youth referred for a Level 2 STAT with the parties to this Agreement for the purposes of assessment and treatment, with other agencies as appropriate and as permitted by law for purposes of assessment, placement and/or enhanced services to school aged clients.
3. Develop appropriate internal written policies to ensure that any confidential information received pursuant to this Agreement is disseminated only to appropriate personnel.
4. Assist in requesting court orders to be issued by the juvenile court pursuant to Welfare and Institutions Code sections 827 *et. seq.*, as may be warranted and appropriate for the release of information concerning juveniles within the juvenile court's jurisdiction, to the extent the release of such information is necessary to promote the goals of this Agreement pertaining to the sharing of information between the involved agencies regarding youth for the purpose of student assessment, the placement or security of persons and property, and the like.
5. When appropriate, consult with schools, law enforcement, and local service providers to obtain consent from the parent(s), or legal health records holder of a youth referred for a Level 2 Assessment to share client information for the purpose of coordinating services and reducing duplication of effort and to best serve the child and/or the family.

6. Upon request by the County Superintendent or a school district and with proper consent, share information, as permitted by law, with the County/District Superintendent or their designee for purposes of student assessment, placement or security of persons and property.

**E. Sonoma County Probation Department agrees to:**

1. Designate a primary and secondary contact person(s) to be responsible for representing their respective departments in Tier 2 assessment activities. Department representatives should be knowledgeable in behavioral threat assessment theory, best practices, professional standards, and SCOE written policies applicable to threat assessment activities.
2. Share dispositional, placement and case management information relating to juvenile probationers with other agencies as appropriate and only as permitted by law for the purposes of assessment, placement and/or enhanced supervision of juveniles.
3. Assist in requesting court orders to be issued by the juvenile court pursuant to Welfare and Institutions Code sections 827 *et. seq.*, as may be warranted and appropriate for the release of information concerning juveniles within the juvenile court's jurisdiction, to the extent the release of such information is necessary to promote the goals of this Agreement pertaining to the sharing of information between the involved agencies regarding youth for the purpose of student assessment, the placement or security of persons and property, and the like.
4. Develop, in cooperation with schools, law enforcement, and local service providers, a written plan to determine the procedures to take when a juvenile probationer is identified as being truant from school.
5. Develop appropriate internal written policies to ensure that juvenile case file information is shared under this Agreement only in accordance with applicable law, and that any confidential information received pursuant to this Agreement is disseminated only to appropriate personnel.

**F. The Sheriff and each Law Enforcement Chief agree to:**

1. Designate a primary and secondary contact person(s) to be responsible for representing their respective departments in Tier 2 assessment activities. Department representatives should be knowledgeable in behavioral threat assessment theory, best practices, professional standards, and SCOE written policies applicable to threat assessment activities.



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2. To the extent not otherwise prohibited by law and when appropriate, inform the County/District Superintendent or their designee of any identified concerning behaviors exhibited by a student, or other member of the public that compromises school or community safety. Develop appropriate internal written policies to ensure that confidential student information shared by a school district is disseminated only to appropriate personnel.
3. Cooperate with schools, law enforcement, and local service providers to participate in the Student Attendance Review Board (SARB) process when a child is identified as being truant from school.

**VI. Indemnification and Defense**

Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

**The Parties, by their signatures below, have executed this Agreement and agree to be bound by the terms and conditions set forth herein.**

**Dr. Amie R. Carter, County Superintendent of Schools  
Sonoma County Office of Education**

**Jennifer Solito, Interim Department Director  
Department of Health Services**

*Jennifer R.R. Solito*

**Janell Crane, Department Director  
Human Resources Department**

*Janell Crane*

**Angela Struckmann, Department Director  
Human Services Department**

*A. Struckmann*  
Angela Struckmann (Mar 13, 2025 11:19 PDT)

**Vanessa Fuchs, Chief Probation Officer  
Probation Department**

*Vanessa Fuchs*

**Eddie Engram, Sonoma County Sheriff  
Sheriff's Office**

*E. Engram*  
Eddie Engram (Mar 11, 2025 14:37 PDT)

**Sonoma County Information Sharing  
Multi Agency Agreement**

The parties, by their signature below, have executed this Agreement and agree to be bound by the terms and conditions set forth herein:

\_\_\_\_\_  
Name

\_\_\_\_\_  
District

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**Sonoma County Office of Education and Santa Rosa City Schools - Cesar Chavez Language Academy  
Memorandum of Understanding  
Footsteps to Freedom Tour**

This Memorandum of Understanding (MOU) is entered into by and between Sonoma County Office of Education (hereinafter SCOE) and Santa Rosa City Schools (hereinafter SRCS) - Cesar Chavez Language Academy (hereinafter CCLA). It is expressly understood and agreed by both parties as follows:

This MOU establishes an agreement allowing SRCS/CCLA to reimburse SCOE for SRCS/CCLA district employee participant fees related to the Footsteps to Freedom tour from July 22 to 29, 2025.

**Project Description with Roles & Responsibilities:** Five (5) Certificated SRCS District employees from Cesar Chavez Language Academy will attend the Footsteps to Freedom tour from July 22 to 29, 2025. The cost of the tour is \$6,475 per attendee x 5 = \$32,375 which SCOE will pay in full, directly to the Footsteps to Freedom organization. SCOE is to cover \$1,000 of the cost for each district participant (5 x \$1,000) for a total cost of \$5,000. SRCS/CCLA will reimburse SCOE \$5,475 per attendee x 5 = \$27,375.

**Terms:** The effective date of this agreement is July 1, 2025 through July 30, 2025.

**Financial Relationship:** SRCS/CCLA will reimburse SCOE \$5,475 per attendee x 5 for a total reimbursement of \$27,375 to SCOE.

**Invoicing:** No later than June 1, 2026, invoice to be provided by SCOE to SRCS/CCLA. SRCS/CCLA will pay \$27,375 within 30 days of receipt of the detailed invoice. Payment should be sent to:

Sonoma County Office of Education  
Attn: Kasey Deis  
5340 Skylane Blvd.  
Santa Rosa, CA 95403

**Termination of Agreement:** This Agreement may be terminated at any time upon the mutual written agreement of the Parties or by either party with or without cause upon forty-five (45) calendar days' advance written notice to the other party.

**Amendments:** The terms of this agreement shall not be amended in any manner except by written agreement signed by both Parties.

**Mutual Indemnification:** To the fullest extent permitted by law, shall defend, indemnify, and hold harmless SCOE, its agents, representatives, officers, employees, trustees, and volunteers from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, that arise out of or result from the exclusive negligent, wrongful or willful acts or omissions of SRCS, its employees, agents, subcontractors, independent contractors, consultants, or other representatives in connection with

obligations under this Agreement. In the event any action or proceeding in any forum is brought against the SCOE for any such acts or omissions of SRCS, SRCS shall defend the same at SRCS's expense.

To the fullest extent permitted by law, SCOE shall defend, indemnify, and hold harmless SRCS, its agents, representatives, officers, employees, trustees, and volunteers from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, that arise out of or result from the exclusive willful acts or willful omissions of SCOE, its employees, agents, subcontractors, independent contractors, consultants, or other representatives in connection with obligations under this agreement. In the event any action or proceeding in any forum is brought against SRCS for any such acts or omissions of SCOE, SCOE shall defend the same at SCOE's expense.

**Force Majeure:** Neither party shall be deemed to be in default of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, including without being limited to: acts of God (e.g. natural disasters, earthquakes, tornadoes, floods, epidemics and pandemics); any laws, regulations, or Orders of Local, State or Federal government; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall give the other party written notice of the cause for the delay as soon as practicable. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other party written notice thereof and shall resume performance of the terms of this Agreement. Neither party shall be liable for any services or costs if the failure to perform the Agreement arises from any of the contingencies listed above.

**Integration:** This Agreement represents the entire understanding of SRCS and SCOE as to those matters contained herein and supersedes and cancels any prior oral or written understanding, promises, or representations with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing and signed by both Parties hereto.

**Governing Law:** This Agreement and all of its amendments entered into after the date of this Agreement, no matter their place of negotiation, execution, or performance, will be governed by the laws, notwithstanding its choice of law principles, then in effect in the State of California. If one Party asserts an action relating to or arising out of this Agreement or the breach thereof, that Party will commence the action in the principal place of residence or business of the other Party to this Agreement.

**Severability Waiver:** The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party permitting the waiver.

**Insurance Limits:** Each Party, at its sole expense, shall at all times maintain insurance or self-insure for commercial general liability using an occurrence policy for against personal injury and property damage that may arise from or in connection with their performance of this agreement in the amount not less than one million dollars (\$1,000,000) for any one person injured or killed, two million dollars (\$2,000,000) for injury or death of more than one person, or one million dollars (\$1,000,000) for property damage per occurrence.

In witness whereof, the parties sign this Memorandum of Understanding (MOU) as set forth below:

Santa Rosa City Schools

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Daisy Morales, Superintendent SRCS

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Date

SONOMA COUNTY OFFICE OF EDUCATION -

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Greg Medici, Dept. Superintendent, Administration

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Date

ImPACT Applications, Inc.  
 One Pierce Pl Suite 101C  
 Itasca, IL 60143  
 Tel: (877) 646-7991

Invoice #	20250485
Date	4/17/2025
Account #	40802
P.O. No.	

IMPACT TAX ID # 01-0690886



Bill To  
 Santa Rosa City School District  
 211 Ridgway Avenue  
 Santa Rosa, California 95401  
 United States

**To pay by credit card, go to the following web address:  
<https://impacttest.com/pay>**

**To pay by check, send payment with invoice number reference to:**

IMPACT APPLICATIONS INC  
 PO BOX 7410153  
 CHICAGO, IL 60674-0153

Expiration Date

Contact	Ryan Thompson
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Quantity	Description	Unit Price	Amount
100	School Additional Post-Injury - Online..- Additional Post-Injury Tests for the ImPACT Online Software	15.00	1,500.00
1,000	School Additional Baseline - Online..- Additional Baseline Tests for the ImPACT Online Software	3.50	3,500.00
	Total sales tax calculated by AvaTax	0.00	0.00
Payments/Credits			\$0.00

**Balance Due US\$ \$5,000.00**

**Payment Due Upon Receipt**

The ImPACT Applications Inc. W9 tax form can be downloaded at:  
<https://impacttest.com/pdf/w9form.pdf>

SportsNet Inc.  
1990 N. California Blvd  
8th Floor  
Walnut Creek, CA 94596  
(800) 217-4983



Ryan Thompson  
Santa Rosa City Schools  
211 Ridgway Avenue  
Santa Rosa, CA 945401

Proposal Number SDSM-2602  
Proposal Date 04/18/2025

## Pricing

Description	Rate	Qty	Line Total
Athlete Management System 12 month subscription	\$1,000.00	10	\$10,000.00
Coach Management System 12 month subscription	\$1,000.00	10	\$10,000.00
Title 1 Discount As per Brad Zucker	-\$450.00	5	-\$2,250.00
Small Program Discount As per Brad Zucker	-\$1,250.00	5	-\$6,250.00
	Subtotal		11,500.00
	Tax		0.00
	Proposal Total (USD)		\$11,500.00

## Terms

- The subscription term for the quoted amount above is for the 2025-2026 school year (July 1, 2025– June 30, 2026).
- The paid subscription period will begin on July 1, 2025.
- Please see the attached Terms and Conditions, Privacy Policy, and W-9.
- We will send an invoice upon request or upon receipt of a purchase order referencing this quote.
- Please email Brad Zucker at [bzucker@sportsnetinc.com](mailto:bzucker@sportsnetinc.com) with questions about this quote, to request an invoice, or to submit a purchase order.

## Terms and Conditions

Updated: January 23, 2023

Welcome to SportsNet Inc. (“SportsNet”). Please read these Terms and Conditions (“Terms”) carefully, as they are a binding agreement between You and SportsNet regarding your use of our Service.

### Interpretation and Definitions

#### Interpretation

The words of which the initial letter is capitalized have meanings under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

#### Definitions

For the purposes of these Terms:

**Account** means a unique account created for You to access our Service or parts of our Service.

**Application** refers to a set of features made available through our Service.

**Athlete Management** refers to our proprietary Application designed to assist schools with the management of athlete clearance and eligibility.

**Coach Management** refers to our propriety Application designed to assist schools and school districts with the management of athletic department staffing and coach clearance.

**Customers** refer to schools and school districts with paid Subscriptions to our Service.

**Device** means any device that can access the Service (such as a computer, cell phone or digital tablet).

**Free Trial** refers to access to the Service for a limited period without a paid Subscription.

**Service** refers to features made available to You via <https://sportsnetinc.com> and <https://sportsnethost.com>, including all related subdomains and services.

**SportsNet** (referred to as “SportsNet”, “We”, “Us” or “Our”) refers to SportsNet Inc., 1990 North California Boulevard, 8<sup>th</sup> Floor, Walnut Creek, CA 94596.

**Student Data** refers to any information that is directly related to any identifiable current or former student that is maintained by a school or school district.

**Subscriptions** refer to access to the Service on a subscription basis to schools and school districts.

**You** means the individual accessing or using the Service, or the school, school district, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

## **Acknowledgment**

By accessing or using the Service, You agree to be bound by these Terms. If you disagree with any part of these Terms, You may not access the Service.

Your use of the Service is also conditioned on Your acceptance of and compliance with Our [Privacy Policy](#). Please read Our [Privacy Policy](#) carefully before using Our Service.

## **Subscriptions**

### **Subscription Period**

Schools and school districts (“Customers”) wishing to use Our Service will be able to do so under an annual Subscription agreement. SportsNet will provide a quote for the Service prior to the beginning of each Subscription period, and the quote will indicate the start date and end date of the 12-month Subscription period.

### **Subscription Options**

Your Subscription will include access to one or more of our proprietary Applications. For example, You may subscribe to Athlete Management, Coach Management, or both. The options you select will be presented as line items on the quote You receive.

### **Pricing**

Pricing will be made available on the quote provided to You prior to the beginning of each Subscription period.

### **Free Trial**

SportsNet may allow new Customers to access the Service prior to the beginning of their first Subscription year. This is done to enable schools and districts to use the Service to collect information required for athletic participation in the upcoming school year.

### **Billing**

SportsNet will provide an invoice upon acceptance of the quote. Purchase orders should be emailed to [sales@sportsnetin.com](mailto:sales@sportsnetin.com).

### **Cancellations**

SportsNet does not provide refunds for Subscription fees already paid for Your current Subscription period. If you do not wish to renew your Subscription, You will be able to access the Service until the end of Your current Subscription period (see “Termination” section below).

## **Other Fees**

An optional feature of our Athlete Management Application enables schools to request, collect and track donations made in support of its athletic program. We use [Stripe](#) to facilitate secure online payments and route funds directly into school and/or affiliated nonprofit organization bank accounts. To begin accepting online donations, your school or booster organization will need to provide information to Stripe to ensure compliance with Payment Card Industry Data Security Standards (PCI DSS). Please carefully read our [Privacy Policy](#) and the [Stripe Privacy Policy](#) before creating a Stripe account and onboarding it to our platform.

We collect a 2% application fee per successful charge. This fee is non-refundable, even if the original charge is refunded. Stripe also collects a non-refundable processing fee for each successful charge. Please refer to Stripe's [website](#) for current pricing.

Schools are responsible for handling all refund requests and disputes related to payment made into their Stripe accounts.

## **Accounts**

### **Age Requirement**

User Accounts may not be created for individuals under the age of 18. Students under the age of 18 may be asked to acknowledge specific policies during the online registration process, but they may only do so in the presence of a parent or legal guardian who has signed into the Service using a Parent/Guardian Account (see the "Parent/Guardian Accounts" section below).

### **Account Security**

You are responsible for maintaining the confidentiality of your Account and password, including but not limited to the restriction of access to your Device and/or Account. You agree to accept responsibility for all activities and actions that occur under your Account and/or password. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your Account.

### **Administrative Accounts**

User Accounts with administrative access can control the visibility of information and access to features within our Service for other users within the same school and/or district. SportsNet provides documentation, training and ongoing support for users with administrative access.

### **Parent/Guardian Accounts**

Parent/Guardian Accounts are created via self-registration. If you wish to create a parent/guardian Account, you guarantee the following:

- You are above the age of 18.
- You are a legal parent/guardian of a student at a school using Our Service to manage athletic clearance, OR you are a student who is above the age of 18 and are legally allowed to register yourself for sports at Your school.
- You will use the site only to provide information regarding students for whom You are legally responsible.
- The information you provide when using the Service is accurate, complete, and current at all times.

We reserve the right to refuse service or terminate accounts at our sole discretion.

## **Student Data**

"Student Data" is any information that is directly related to any identifiable current or former student that is maintained by a school or school district. This may include "educational records" as defined by the Family Educational Rights and Privacy Act ("FERPA").

ALL STUDENT DATA ENTERED AND STORED ON OUR SERVERS REMAINS THE EXCLUSIVE PROPERTY OF THE SCHOOL AND/OR DISTRICT USING OUR SERVICE (OUR CUSTOMERS).

### **Our Use of Student Data**

Schools and districts subscribing to our Athlete Management Application will enter Student Data into our servers for the purpose of managing athlete clearance and eligibility. Parents and legal guardians may also use the Service to enter Student Data, which in turn is used by the school for administrative purposes. Our Athlete Management Application provides schools and districts with features and functionality designed to make athlete clearance and eligibility management easier.

SPORTSNET DOES NOT USE STUDENT DATA FOR ANY PURPOSE OTHER THAN PROVIDING THE SERVICE. WE DO NOT VIEW OR OTHERWISE ACCESS STUDENT DATA WITHOUT THE CONSENT OF THE APPLICABLE SCHOOL AND/OR DISTRICT, AND ACCESS IS RESTRICTED TO ONLY THAT WHICH IS NECESSARY TO PROVIDE TECHNICAL SUPPORT. WE DO NOT SHARE STUDENT DATA WITH EXCEPT AS DESCRIBED IN OUR [PRIVACY POLICY](#), AND WE DO NOT DATA-MINE OR COMMERCIALIZE ANY STUDENT DATA. ALL STUDENT DATA IS REMOVED FROM OUR SERVERS UPON TERMINATION OF THE APPLICABLE SUBSCRIPTION OR FREE TRIAL PERIOD (SEE "TERMINATION" SECTION BELOW).

## **Intellectual Property**

The Service and its original content, features and functionality are and will remain the exclusive property of SportsNet Inc. and its licensors. The Service is protected by copyright, trademark,

and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of SportsNet Inc.

## **Termination**

SportsNet may terminate or suspend this agreement, without prior notice or liability, under its sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of these Terms.

Schools and districts with an active Subscription or Free Trial may terminate or suspend this agreement, without prior notice or liability, under its sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of these Terms.

We will ensure that all Student Data in our possession is destroyed or transferred to the school or district under the direction of the school or district when the Student Data is no longer needed for its specified purpose, at the request of the school or district.

All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **Indemnification**

SportsNet shall defend, indemnify and hold Customers and their officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SportsNet, its officials, agents, or employees.

Customers shall defend, indemnify and hold SportsNet, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Customer, its officials, agents, or employees.

## **Disclaimer**

We provide Our Service using a commercially reasonable level of care and promise to do Our best to make sure you enjoy the Service. But there are certain things we don't promise about Our Service.

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS AND CONDITIONS, SPORTSNET INC. MAKES NO SPECIFIC PROMISES ABOUT THE SERVICE. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICE, THE SPECIFIC FUNCTION OF THE SERVICE, OR ITS RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SERVICE "AS IS".

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

## **Exclusions**

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

## **Governing Law**

These Terms shall be governed and construed in accordance with the laws of California, United States, without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

## **Changes to These Terms**

We may need to change these Terms to reflect changes in law or best practice or to address new features we introduce. We will notify Our Customers via email at least 30 days before changes take effect, and our websites will contain links to the latest version.

By accessing or using the Service after changes to these Terms take effect, You agree to be bound by the updated Terms.



## Terms and Conditions

### Contact Us

If you have any questions about these Terms, please contact us at [support@sportsnetinc.com](mailto:support@sportsnetinc.com).

## Privacy Policy

Last updated: January 23, 2023

Welcome to SportsNet Inc. (“SportsNet”). Please read this Privacy Policy carefully, as it governs our collection, use, sharing, and protection of personally identifiable information (“Personal Data”) when providing our Service.

### Interpretation and Definitions

#### Interpretation

The words of which the initial letter is capitalized have meanings under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

#### Definitions

For the purposes of this Privacy Policy:

**Account** means a unique account created for You to access our Service or parts of our Service.

**Customers** refer to schools and school districts with paid Subscriptions to our Service.

**Device** means any device that can access the Service (such as a computer, cell phone or digital tablet).

**Parents** refer to parents or legal guardians of current or former students attending a School subscribing to our Service.

**Personal Data** refers to any representation of information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means.

**Schools** refer to schools and school districts with paid Subscriptions to our Service.

**Service** refers to features made available to You via <https://sportsnetinc.com> and <https://sportsnethost.com>, including all related subdomains and services.

**SportsNet** (referred to as “SportsNet”, “We”, “Us” or “Our”) refers to SportsNet Inc., 1990 North California Boulevard, 8<sup>th</sup> Floor, Walnut Creek, CA 94596.

**Student Data** refers to any information that is directly related to any identifiable current or former student that is maintained by a school or school district.

**Subprocessors** refer to our third party service providers who perform technology services on our behalf and are subject to strict confidentiality and data security requirements.

**Subscriptions** refer to access to the Service on a subscription basis to schools and school districts.

**Users** refer to individuals with Accounts on our Service.

**You** means the individual accessing or using the Service, or the school, school district, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

## **Personal Data**

Schools and school districts (“Schools”) use our Service to collect Personal Data about individuals, including but not limited to students, parents, legal guardians, and school staff. We process this Personal Data on behalf of Schools and we do not use it for any purpose other than providing the Service. We provide the Service in compliance with all applicable federal, state, and local privacy laws, rules, and regulations.

Schools retain exclusive ownership of the Personal Data they collect through use of our Service, and we store their Personal Data in a separate database from other Customers. This applies to information about Users, Student Data, and any other Personal Data a School collects through use of our Service.

SportsNet does not access Personal Data owned by the School without permission from the School. When we do access this information, we do so only to the extent necessary to provide technical support. We never sell Personal Data collected through use of our Service and do not share it with any third party except as follows:

- We share information with Subprocessors assisting us in providing certain features and functionality of the Service (for example, web hosting, email notifications, and payment processing), but strictly for the purpose of carrying out their work for us. SportsNet enters into written agreements with all Subprocessors requiring them to protect Personal Data in a manner no less stringent than as described in this Privacy Policy.
- We will disclose any information we have collected where required to do so by law or subpoena or if we believe that such action is necessary to comply with the law and the reasonable requests of law enforcement or to protect the security or integrity of our Service.

We will retain Personal Data belonging to Schools only for as long as is necessary to fulfill our obligations in providing the Service to them. Upon termination of our contract with a School, we will securely transfer all Personal Data to the applicable school and remove it from our servers (see “Termination” in our [Terms and Conditions](#)).

## User Information

SportsNet provides each School with a dedicated, password-protected web address through which authenticated Users can sign into the Service. User Accounts can be created via self-registration or by a School official with administrative permissions. As per our [Terms and Conditions](#), Accounts may not be created for individuals under the age of 18.

**Information collected about Users:** Schools use the Service to collect the first name, last name, email address, and password for each User when his or her Account is created. When a User uses the Service, we automatically collect the IP address of the User's Device, the pages of our Service the User visits, and the date and time of the User's visit. When a User adds, deletes, or updates a record within our Service, we collect information enabling us to associate the User's Account with the modification of the record as well as the date and time. We also collect information related to any payments a User makes to the School through use of our Service (see "Payment Transaction Information" below).

**Use of User information:** A User's name may be used within the Service in identifying the individual's activity related to records he or she has viewed, created, updated, or deleted. This information may be visible to authorized Users as determined by the School. A User's email address serves as the individual's username when signing into the Service. We use User email addresses to send Service-related notifications on behalf of the School such as:

- Confirmation emails following registration or payments
- Payment requests
- Messages related to athlete or coach clearance
- Instructions for activating an account or resetting a User's password

We do not use information collected about Users through use of the Service for any marketing purpose.

## Student Data

One type of Personal Data of particular concern to SportsNet and to Schools using our Service is Student Data. This section specifically addresses Student Data and how our Service enables Schools to remain compliant with applicable federal, state, and local privacy laws, rules, and regulations.

Student Data shared with SportsNet will not be used for any purpose other than providing the Service. SportsNet will never sell Student Data to any third party and will never use Student Data for any marketing purpose. All Student Data stored on and accessed through our Service is the exclusive property of the applicable School using our Service. We provide the Service in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.

SportsNet requires all employees and agents who have access to Student Data to comply with all provisions of this Privacy Policy. SportsNet requires and maintains an appropriate confidentiality agreement from each employee or agent with access to Student Data.

SportsNet will not disclose Student Data other than as directed or permitted by the School. This prohibition does not apply to Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of SportsNet (see “Sharing of Student Data” below).

**Student Data we collect:** The Student Data we collect depends on how a School uses the Service. Schools using the Service for online registration for sports will typically ask parents to provide student ID numbers, first and last names, gender, date of birth, enrollment history, sport selections, emergency contacts, health information, and electronic signatures for various policies and agreements. Schools may also ask parents to upload documents through our Service, including but not limited to pre-participation physical examination forms. Schools may also use the Service to upload academic performance information to be used in determining eligibility for participation, such as grade point averages and credits earned.

**How Student Data is Collected:** Student Data is collected when a School, parent, legal guardian, or student above the age of 18 provides it through use of the Service. Schools enter Student Data through a secure, password-protected website hosted by us or via a secure file transfer to one of our servers. Parents, legal guardians, and students above the age of 18 enter Student Data during the online registration process through a secure, password-protected website hosted by us.

**Ownership of Student Data:** We collect Student Data on behalf of Schools using our Service (“Customers”). Student Data is the exclusive property of the Customer for whom it was collected.

**Control of Student Data:** Schools using our Service retain control over all Student Data, including which users can view, add, delete, and modify records. SportsNet provides training, documentation, and ongoing support for administrative users who are responsible for managing access to Student Data.

**Sharing of Student Data:** Our Service enables Schools to securely share Student Data within the Service itself. SportsNet employees do not access Student Data without the consent of the School to whom it belongs, and only as necessary to provide technical support. We may share information with Subprocessors assisting us in providing certain features and functionality of the Service (for example, web hosting, email notifications, and payment processing), but strictly for the purpose of carrying out their work for us. SportsNet enters into written agreements

with all Subprocessors requiring them to protect Student Data in a manner no less stringent than as described in this Privacy Policy. Subprocessors may not access or share Student Data in any manner inconsistent with this Privacy Policy.

**Procedures for reviewing Student Data and correcting erroneous information:** Parents and legal guardians (“Parents”) may sign into their Account to review information they have previously submitted to the School. If any information they have submitted has changed or is incorrect, the erroneous information can be corrected by the Parent from inside our secure, password-protected registration website. If a Parent contacts us to review Student Data or correct erroneous information, we will refer them to the School for assistance. SportsNet will provide technical support to the School upon request to facilitate the sharing and/or modification of Student Data stored within the Service.

**Security of Student Data:** The security of Student Data depends on both SportsNet and the School using our Service. SportsNet provides training, documentation, and ongoing support for administrative users who are responsible for managing access to Student Data. SportsNet employees do not access Student Data without the consent of the School to whom it belongs, and only as necessary to provide technical support. Access to our network is restricted to password-protected Devices within our locked corporate office using host-based firewalls and industry-standard RSA key pairs.

**Procedures in the Event of Unauthorized Disclosure:** In the event of an unauthorized disclosure of Student Data, we will do the following within 24 hours:

- We will notify the affected Customer to describe in detail the nature of the breach, the actions we have taken, and the steps and timeline for resolution.
- If warranted, the breach will be reported to local law enforcement.
- In conjunction with the district, we will notify affected users, explain the impact of the breach, and our plan and timeline for resolution. The Customer may choose to notify affected users independently.

**Removal of Student Data upon Termination:** Upon written request from the School, SportsNet will dispose of or provide a mechanism for the School to transfer Student Data obtained through the School’s use of the Service. Upon termination or non-renewal of the School’s subscription, if no written request from the School is received, SportsNet will dispose of all Student Data after providing the School with reasonable prior notice (see “Termination” in our [Terms and Conditions](#)).

## **Payment Transaction Information**

SportsNet uses Stripe to facilitate secure card payments to Schools from Users of our Service or other visitors to one of our websites. Stripe and SportsNet Inc. are separate entities, and our

Schools will need to complete an onboarding process with Stripe to ensure PCI DSS compliance. Please note that Schools will be subject to the [Stripe Connected Account Agreement](#) and the [Stripe Privacy Policy](#).

Payment method information is collected securely by Stripe and at no time is stored on any of SportsNet's servers. We use the Stripe Connect API ("Stripe Connect") to facilitate online card payments and to deposit funds into a School's bank account. Schools have access to payment transaction information we collect on their behalf, such as the name and email address of the cardholder, the payment amount, and the name of any student and/or team associated with the payment. This information is made available to Schools through use of our Service and through their own Stripe accounts.

## **Cookies**

Cookies are small files that are placed on Your Device by a website. We use essential cookies to help authenticate Users and prevent fraudulent use of user accounts. These cookies are deleted as soon as You close Your web browser and are only used so that You can access our Service. We do not use cookies for any other purpose in providing our Service.

Most browsers will allow You to disable cookies. Please note that You will not be able to access the parts of our Service requiring User authentication if You disable cookies.

## **Security**

We maintain strict administrative and technical procedures to protect information stored on our servers, which are located in the United States. We use industry-standard encryption technology to safeguard all data transferred over the Internet while using our service, as well as while data is at rest on our servers. Below is a brief overview of some of our more important security measures.

- We use TLS 1.2 for encrypting all data sent to and from our servers over the web.
- We use the 256-bit Advanced Encryption Standard (AES-256) algorithm to encrypt all data stored on our servers.
- Our server instances leverage the Amazon Web Services (AWS) secure cloud services platform. AWS is widely recognized for its world-class security, dependability, and scalability.
- Data stored on our servers is backed up multiple times per day and in multiple geographical locations (all in the United States).
- We use host-based firewalls and industry-standard RSA key pairs to control access to our network.
- User passwords stored on our servers are protected using best practice encryption methods (cryptographic hash functions and salting).

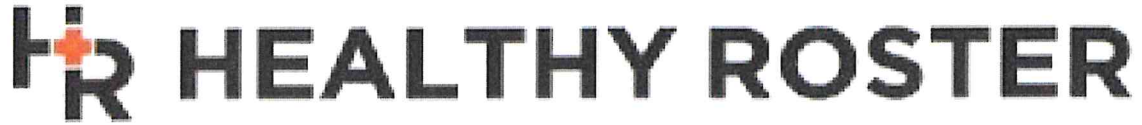
## **Changes to the Privacy Policy**

We may need to change this Privacy Policy to reflect changes in law or best practice or to address new features we introduce. We will notify Our Customers via email at least 30 days before changes take effect, and our websites will contain links to the latest version.

By accessing or using the Service after changes to this Privacy Policy take effect, You agree to be bound by the updated Privacy Policy.

## **Contact Us**

If you have questions about this Privacy Policy, please contact us at [support@sportsnetinc.com](mailto:support@sportsnetinc.com).



## Proposal & Order Form

### Parties, Services & Pricing

Healthy Roster Information		
Healthy Roster, Inc ("Healthy Roster", "us", "we", or "our") PO Box 1114, Dublin, OH 43017	<b>Prepared by:</b>	Amelia Boyer
	<b>Prepared on:</b>	02 / 25 / 2025

Customer Information		
Santa Rosa City Schools ("Customer", "You" or "Your") 211 Ridgway Avenue Santa Rosa, CA 95401	<b>Term (months):</b>	12
	<b>Effective Date:</b>	Upon Signature

Prepared For:		Bill To:	
<b>Signer Name:</b>	Lisa August	<b>Bill to Name:</b>	Roderick Castro
<b>Signer Email:</b>	lisa.augusta@stantec.com	<b>Bill to Email:</b>	rcastro@srcs.k12.ca.us
<b>Signer Phone:</b>	707.890.3800	<b>Bill to Phone:</b>	(707) 890-3840 ext. 80301

## Annual Pricing Summary

Name	Price	QTY	Subtotal
EMR User	\$661.50	5	\$3,307.50

Subtotal **\$3,307.50**

**Total \$3,307.50**

## MSA, Taxes and Other Special Terms

Once this Order Form is executed by both Parties, the following terms (collectively, the Agreement) govern your use of any and all Healthy Roster Services.

(a) This Order Form

(b) The Healthy Roster Master Services Agreement and any documents referred to therein, located at <https://www.healthyroster.com/msa>;

(c) The Healthy Roster Business Associate Agreement and any documents referred to therein, located at <https://www.healthyroster.com/baa>.

By executing this Order Form, Customer acknowledges having (i) accessed online and/or been provided a copy of all elements of the Agreement via links in the paragraph above, and (ii) read and accepted all terms inclusive of the Agreement. Any capitalized terms in this Order Form that are not defined herein have the meaning indicated elsewhere in the Agreement.

The Agreement is the Parties' entire agreement regarding this subject matter and supersedes and prevails over any and all other discussions, understandings and agreements (including, without limitation, any purchase order or other unilateral document) related to the subject matter of the Agreement. In the event of any inconsistency or conflict between this Order Form, on the one hand, and the Terms of Use, on the other hand, this Order Form will take precedence and prevail.

Healthy Roster fees are exclusive of all taxes, levies or duties imposed by taxing authorities. The Parties' respective tax obligations will be as provided in their Healthy Roster Services and Software Terms and Conditions and applicable law.

\_\_\_\_\_ **Initial here** if your organization is a qualified tax-exempt entity and submit your IRS determination letter to the preparer of this Order Form. Failure to submit IRS determination letters will result in the appropriate taxes being assessed according to applicable law.

Customer (authorized representative)	Healthy Roster, Inc (authorized representative)
<b>Signature:</b>	<b>Signature:</b>
<b>Name:</b>	<b>Name:</b>
<b>Title:</b>	<b>Title:</b>
<b>Date:</b>	<b>Date:</b>

**ADDENDUM TO CONTRACT**

Between

Dr. José Medina Educational Solutions

And

Santa Rosa City Schools

\*\*\*\*\*

This addendum to the original contract with Dr. José Medina Educational Solutions approved on December 4, 2023, to provide Job-Embedded Coaching to Santa Rosa City Schools C6 Framework participants.

The contract, under Item 3. Compensation, is amended to read: District agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to the CONTRACT, a total fee not to exceed Twenty-one Thousand dollars (\$21,000) for the new dates identified June 9-11, 2025.

IN WITNESS WHEREOF, the parties have executed this addendum on the day and year written May 14, 2025.

Contractor's Name

By: Dr. José Medina Educational Solutions

Name: Dr. José Medina

Date: \_\_\_\_\_

SANTA ROSA CITY SCHOOL DISTRICT  
(DISTRICT)

By: \_\_\_\_\_

Lisa August  
Acting Superintendent

Date: \_\_\_\_\_

**Santa Rosa City Schools and Sonoma County Office of Education  
Memorandum of Understanding  
Concerning Mental Health Counseling Services**

This Memorandum of Understanding (MOU) is entered into May, 2025 by and between Santa Rosa City Schools (hereinafter DISTRICT) and Sonoma County Office of Education (hereinafter SCOE). It is expressly understood and agreed by both parties as follows:

The purpose of this MOU is to establish an agreement that allows SCOE Fieldwork Trainees & Interns (hereinafter Trainees) to provide counseling services to students at district school sites.

The SCOE Field Education Program, an initiative of SCOE's Behavioral Health and Well-Being Department, seeks to provide a high quality, hands-on learning experience for Masters level MSW, MFT, LPCC and/or PPSC Trainees, increase counseling support for students, and provide these services free of charge to districts.

Trainees will be recruited, hired, and supervised by SCOE Program Coordinators (hereinafter Program Coordinators). Program Coordinators will provide clinical supervision of Trainees (per BBS requirements) and assume the responsibilities of a Field Instructor (per University requirements).

The District will assign an on-site supervisor (hereinafter Site Supervisor) to provide support specific to the site, ensuring a caseload and confidential, private space are available to the Trainee.

**Sonoma County Office of Education will:**

- Provide qualified Master's Level Trainees to provide mental health services to District High Schools. Services provided by Trainees may include group and individual therapy sessions. Trainees may also provide staff consultation and family support as needed.
  - Trainees may provide telehealth services to students when needed including, but not limited to, distant learning while in the global COVID-19 pandemic and school cancellations due to smoke and evacuations (consistent with California Board of Behavioral Sciences guidelines)
- Provide clinical supervision and case-consultation meetings for Trainees on a weekly basis as appropriate.
- Ensure that the Trainee(s) follows the legal, ethical, and professional guidelines of the Mental Health Profession.

- Ensure that the Trainee is fingerprinted and cleared by the Department of Justice and Federal Bureau of Investigations prior to starting employment at SCOE.
- Ensure that the Trainee has received testing for and has been cleared by a health care provider that they are not infected with tuberculosis prior to starting employment at SCOE.
- Ensure that the scope of responsibilities of the Trainee are consistent with the school's needs and the Trainee's level of training and experience.
- Ensure that the Trainee maintains Personal Liability Insurance for the duration of the fieldwork placement.
- Ensure that the Trainee responds to the students at District campuses in a professional, consistent, and reliable manner in order to build the trust and connections that help facilitate our shared goals and outcomes.
- Ensure Trainees receive training in the area of mandated child abuse reporting. The District may request verification from the Contractor of adherence to these requirements at any time during the term of the contract.
- Ensure Trainees provide monthly updates to assigned site supervisors (generally school counselors or district mental health providers) in order to secure continuity of care, including Discharge Summary at termination of services.
- Allow Trainees to participate as appropriate in 504/IEP Meetings *or* pass on information to assigned clinical representative.
- Provide services at no cost to the District.

**The District will:**

- Provide each Trainee with a district email for access to the site's SIS and to ensure the Trainee is added to site and district communications regarding updates and emergencies.
- Provide a private room at each school campus where Trainees will provide services for use when school is in-person.
- Keep in regular communication with Program Coordinators concerning the needs of the schools and degree to which each Trainee is meeting those needs.



**Sonoma County**  
Office of Education

- Support Trainees with on-campus needs and consultation regarding District policies and procedures.
  - Referral procedures, crisis response protocol, communications expectations (with caregivers, site staff, admin, etc)
- Provide each Trainee with sufficient hours per week of fieldwork experience to meet each Trainee's university requirement.
- Allow a designated Site Supervisor to provide at least thirty minutes of weekly site-support to their assigned Trainee. The content of site support will be determined by the needs of the Trainee and the Site Supervisor.
- Create opportunities for Trainees to participate in activities beyond direct counseling, including, but not limited to the following:
  - Staff meetings, SST/IEP/COST meetings, community events
- Notify the Program Coordinators in a timely manner of any difficulties in the work performance of the Trainee.
- Provide necessary progress reports and evaluations of the student's performance at the fieldwork setting to the Program Coordinator.
- Allow for the Program Coordinator to provide one hour of clinical supervision to the Trainee on site each week as appropriate.

**Terms:** The effective date of this agreement is August 10, 2025 through June 30, 2026

**Cancellations:** This agreement may be terminated by either party with thirty (30) days written notice of the other party.

**Amendments:** The terms of this agreement shall not be amended in any manner except by written agreement signed by both parties.

**Indemnification:** Either of the Parties to this Agreement will defend, indemnify and hold harmless (the "Indemnifying Party") the other party and its officers, directors, shareholders and employees (the "Indemnified Party") from and against any third party claim, demand, suit, or other action alleging injury, loss, expense (including, but not limited to, reasonable attorney's fees) or damage of whatever nature and description arising directly and proximately out of the Indemnifying Party's negligence or willful misconduct or breach of a material provision of this Agreement, provided the Indemnifying Party is promptly notified, given assistance as reasonably requested, and permitted to direct the defense.

**Force Majeure:** In the event that any cause beyond the reasonable control of either party make it inadvisable, illegal, or impossible, either because of unreasonable increased costs or risk of injury, for either party to perform its obligations under this Agreement, the affected party's



performance will be extended without liability for the period of delay or inability to perform due to such occurrence.

**Entire Agreement:** This Agreement is the entire agreement of the Parties and supersedes any prior written or oral agreements. This Agreement will be subject to modification through amendment at any time upon the mutual assent of the Parties. Any such amendment will be in writing, will identify the provisions of this Agreement that are to be amended, will specify a date in effect, and will be signed by authorized representatives of the Parties. This Agreement is a negotiated document deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation will apply against either of the Parties based on a contention that the Agreement was drafted.

**Governing Law:** This Agreement and all of its amendments entered into after the date of this Agreement, no matter their place of negotiation, execution, or performance, will be governed by the laws, notwithstanding its choice of law principles, then in effect in the State of California. If one party asserts an action relating to or arising out of this Agreement or the breach thereof, that party will commence the action in the principal place of residence or business of the other party to this Agreement.

**Independent Contractor:** This Agreement will not be construed to establish an employee-employer relationship by or between the Parties. We are not an agent of you, and, other than set forth in this Agreement, are not affiliated with you in any way. We retain the right to perform a similar Scope of Work for other clients at any time.

**Severability Waiver:** If any provision of this Agreement is held invalid by any law, rule order or regulation of any government, or by the final determination of any state or federal court of valid jurisdiction, such invalidity will not affect the enforceability of any other provisions not held to be invalid. No waiver by either of the Parties of any of its rights under this Agreement will be deemed to be a waiver of any future right under this Agreement.

**Insurance Limits:** Each party, at its sole expense, shall at all times maintain insurance or self-insure for commercial general liability using an occurrence policy for against personal injury and property damage that may arise from or in connection with their performance of this agreement in the amount not less than one million dollars (\$1,000,000) for any one person injured or killed, two million dollars (\$2,000,000) for injury or death of more than one person, or one million dollars (\$1,000,000) for property damage per occurrence.



In witness whereof, the parties sign this Memorandum of Understanding (MOU) as set forth below:

-SONOMA COUNTY OFFICE OF EDUCATION-

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Name and Title

-DISTRICT-

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Date

Lisa August, Associate Superintendent Business Services

\_\_\_\_\_

Name and Title

# QUOTE-P88320

## Notable, Inc (Kami)

8605 Santa Monica Blvd, PMB 57387.

West Hollywood, CA 90069-4109 U.S.

Phone: +1 (650) 395-8986 Email: [sales@kamiapp.com](mailto:sales@kamiapp.com)

**Bill To:** Santa Rosa City Schools (CA)  
211 Ridgway Ave., Santa Rosa, California, 95401-4320, United States

**Quote Issued Date:** 04/14/2025

**Quote Expiry Date:** 08/31/2025

**School Year:** SY 2025-2026

**Ship To:** Santa Rosa City Schools (CA)

**Contact Person:** Alisa Haley

**Email:** [ahaley@srcs.k12.ca.us](mailto:ahaley@srcs.k12.ca.us)

**Kami Contact:** Katie Angelone

**Email:** [katie.angelone@kamiapp.com](mailto:katie.angelone@kamiapp.com)

Item & Description	Unit	Price Per Unit	Amount
<b>District Plan</b> Everything you need for every student to succeed- From PDF annotation to AI-powered assessment, deliver accessible learning for all.  This plan includes unlimited virtual learning sessions (professional development) with an experienced teacher and Kami expert. Book here: <a href="https://www.kamiapp.com/book-a-training/">https://www.kamiapp.com/book-a-training/</a>	7500	\$3.00	\$22,500.00
<b>Kami Companion Paid Pilot</b> Provide students with adaptive accessibility tools for independent learning across digital platforms beyond Kami. This pilot includes exclusive pricing for early access to tools such as read aloud, voice-typing, screen masking, and more!  Offering special pilot pricing for the 2025-2026 school year, with the option to purchase for the 2026-2027 school year at the standard rate.	7500	\$1.25	\$9,375.00
<b>License Key:</b> 5625-8734-9013 <b>Start Date:</b> 07/31/2025 <b>End Date:</b> 07/30/2026			
			Subtotal (without Sales Tax): \$31,875.00
			+ Sales Tax: \$0.00
			<b>Total: \$31,875.00</b>

All amounts are in USD.

Step 1: Submit your purchase order using the link below.

<https://kami.app/form/po-form>

Step 2: Receive your invoice and license key within 2 business days.

The payment methods below will be provided with your invoice:

1. Our bank account details (ACH payments)
2. Credit card payment option (+3% transaction fee)
3. Paper check mailing address (available to U.S. customers only)

By submitting a purchase order, you agree to the Kami Terms of Service found at [kamiapp.com/terms-of-service](https://kamiapp.com/terms-of-service), the terms and conditions of which are hereby expressly incorporated herein by reference, unless superseded by a mutually signed agreement containing terms of service that explicitly override these terms.



Notable Inc.  
8605 Santa Monica Blvd, PMB 57387  
West Hollywood, CA 90069-4109

[sales@kamiapp.com](mailto:sales@kamiapp.com)

14th January 2025

To whom it may concern,

This letter has been written to confirm that **Kami** is a sole source product. Kami is an application owned by Kami Buyer LLC. The cloud-based subscription service is exclusively developed, maintained, sold and distributed by Kami's wholly-owned subsidiary **Notable Inc** in the United States and internationally.

Kami maintains all copyright privileges for their products and these products must be purchased directly from the company. There are no licensed agents or dealers authorized to represent these products in the USA. And no division of Kami has any right of sublicense to make a similar or competing product.

Kami is a cloud-based document interaction and annotation tool for use by educators and students. We also provide the product a browser extension.

Kami Limited warrants that no other items or products are available for purchase that would serve the same purpose or function and there is only one price for the above named product because of exclusive distribution and marketing rights.

If you desire additional information, please email [sales@kamiapp.com](mailto:sales@kamiapp.com)

Sincerely,

A handwritten signature in black ink, appearing to read 'Bob Drummond', is written over a faint, light-colored signature line.

Bob Drummond  
Exec Chairman

# Standard Terms of Service

Effective: May 25th, 2024

This agreement between Notable Inc (“we” or “Kami Limited”) of 8605 Santa Monica Blvd, PMB 57387, West Hollywood, CA 90069-4109, and Santa Rosa City Schools (“you” or “Customer”) Is executed this \_\_\_\_\_ (“Execution Date”)

These terms of service (“Terms”) outline your use and access to our services, client software and websites (“Services”) provided by Kami Limited. Our [Privacy Policy](#) explains how we collect and use your information, while our [Acceptable Use Policy](#) outlines your responsibilities when using our Services. By using our services, you agree to be bound by these Terms and to review Kami’s [Privacy](#) and [Acceptable Use policies](#). If you’re using our Services for an organization or institution, you’re agreeing to these Terms on behalf of that organization. **Definition**

**AI (Artificial Intelligence):** Refers to computer systems that exhibit behaviours and capabilities commonly associated with human intelligence, such as learning, reasoning, and problem-solving.

**AI LLM (Large Language Model):** A sophisticated form of AI that is trained on large amounts of text data to generate human-quality text, translate languages, write different kinds of creative content, and answer your questions in an informative way.

## Your License to use our Services

Subject to the terms and conditions of this Agreement, and any agreement entered into by your organization relating to the Services, Kami grants you a limited, non-exclusive, non-transferable,

license to access and use the Services. You shall not (a) copy the Services or any part, feature, function or user interface thereof (b) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights (c) attempt to gain unauthorized access to the Services or its related systems or networks; and (d) reverse engineer the Services (to the extent such restriction is permitted by law).

## **Privacy**

Kami's current Privacy Policy (located at [www.kamiapp.com/privacy-policy](http://www.kamiapp.com/privacy-policy)) is incorporated herein by reference and made part of this Agreement. You understand that through your use of our Services, you consent to the collection and use (as set forth in this Agreement, the Privacy Policy and any agreement entered into by your institution relating to the Services) of your information for hosting, processing and use by Kami.

## **Your Files & Your Permissions**

When you use our Services, you provide us with your files ("Your Files"). Your Files are yours. These Terms don't give us any rights to Your Files except for the limited rights that enable us to offer the Services.

We need your permission to do things, like hosting Your Files, backing them up, and sharing them when you ask us to. Our Services also provide you with features like thumbnails, document previews, sorting, editing, sharing and searching. These and other features may require our systems to access, store and scan Your Files. You give us permission to do those

things, and this permission extends to trusted third parties we work with.

## **Sharing Your Files**

Our Services allow you to share Your Files with others, so please think carefully about what you share.

## **AI LLM-Generated Content**

Ownership and Responsibility: AI-generated content will not be integrated into Kami or used by Kami for marketing or training. You retain full ownership of any content you create with AI LLM assistance. You are accountable for the responsible use and potential modification of generated content.

## **Your Responsibilities**

You're responsible for your conduct, Your Files and you must comply with our Acceptable Use Policy. Content in the Services may be protected by others' intellectual property rights. Please don't copy, upload, download or share content unless you have the right to do so. We may review your conduct and content for compliance with these Terms and our Acceptable Use Policy. With that said, we have no obligation to do so. We aren't responsible for the content people post and share via the Services. Please safeguard your password to the Services, make sure that others don't have access to it, and keep your account information current.

Finally, our Services are only intended for use by people over the age of 13; except for educational use, which comes with an appropriate COPPA & FERPA-compliant [student data privacy policy](#). By using our Services, you are representing to us that you're over 13 years of age,

or have been granted approved access to our Services by your school or parents.

## **AI LLM Service Usage**

- **User Responsibility:** You (the teacher, administrator, or other authorised user) are solely responsible for submitting data to our AI services. It is your obligation to ensure all submitted data complies with applicable local laws, school regulations and policies.
- **Administrative Control:** Administrators have the ability to enable or disable AI services for their entire school. If no selection is made, individual teachers may opt in to these services, acknowledging their agreement to these terms.
- **AI Disabled:** When AI features are disabled through the administrative panel, no data will be submitted to any LLMs, including Google and teachers will not be able to enable AI features. Certain platform features may have reduced functionality as a result.

## **Software**

Our Services allow you to download client software (“Software”) which may update automatically. So long as you comply with these Terms, we give you a limited, non-exclusive, non-transferable, revocable license to use the Software, solely to access the Services. To the extent any component of the Software may be offered under an open source license, we’ll make that license available to you and the provisions of that license may expressly override some of these Terms. Unless the following restrictions are prohibited by law, you agree not to reverse engineer or decompile the Services, attempt to do so, or assist anyone in doing so.

## **Our Files**

The Services are protected by copyright, trademark, and other laws. These Terms don’t grant

you any right, title or interest in the Services, others' content in the Services, Kami trademarks, logos and other brand features. We welcome feedback, but note that we may use comments or suggestions without any obligation to you.

## **Copyright**

We respect the intellectual property of others and ask that you do, too. We respond to notices of alleged copyright infringement if they comply with the law. We reserve the right to delete or disable content alleged to be infringing and terminate accounts of repeat infringers.

## **Paid Accounts**

**Billing** – You may increase your storage space and add paid features to your account by converting your account into a (paid) "Premium Account". We'll automatically bill you from the date you convert to a Premium Account, and upon each periodic renewal until you cancel. You're responsible for all applicable taxes, and we charge sales tax when required to do so.

**Downgrades** - Your Premium Account will remain in effect until it's canceled by you or terminated by Kami under these Terms. If you don't pay for your Premium Account on time, we reserve the right to suspend it or downgrade your access to Kami tools that are only available to Premium Accounts.

**Changes** - Kami may change the fees in effect but will give you notice of these changes at least seven working days prior via private message to the email address associated with your account.

## **Changes to AI LLM Features**

Flexibility: Kami reserves the right to modify, enhance, temporarily suspend, or permanently remove AI features without prior notice. We will endeavour to notify you of significant changes

where feasible.

## **Termination of Services**

You have the choice to stop using our Services at any time. We reserve the right to suspend or end our Services at any time at our discretion and without notice, if you do not comply with Kami's Terms of Services, or use the Services in a manner that would cause us legal liability, disrupt the Services or disrupt others' use of the Services. Except for paid accounts, we reserve the right to terminate and delete your account if you haven't accessed our Services for 12 consecutive months. We'll provide you with notice via the email address associated with your account before we do so.

## **Services "AS IS"**

We strive to provide great Services, but there are certain things that we can't guarantee. **To the fullest extent permitted by law, Kami, its affiliates, suppliers, and distributors make no warranties, either express or implied, about the services. the services are provided "AS IS" we also disclaim any warranties of merchantability, fitness for a particular purpose and non-infringement.** Some states don't allow the disclaimers in this paragraph, so they may not apply to you.

## **Indemnification**

To the fullest extent permitted by law, You agree to indemnify, defend and hold harmless Kami and Kami's officers, directors, employees, agents, and representatives, from and against any

and all claims, damages, expenses, judgments, fines, and amounts paid in settlement in connection with any proceeding arising from your breach of this Agreement or your use of the Products (except for any gross negligence on the part of Kami).

### **Limitation of Liability**

To the fullest extent permitted by law, in no event will Kami, its affiliates, suppliers or distributors be liable for; **(a)** any indirect, special, incidental, punitive, exemplary or consequential damages or any loss of use, data, business, or profits, regardless of legal theory, whether or not Kami has been warned of the possibility of such damages, and even if a remedy fails of its essential purpose, and **(b)** aggregate liability for all claims relating to the services more than the greater of \$20 or the amounts paid by you to Kami for the past 12 months of the services in question. Some states don't allow the types of limitations in this paragraph, so they may not apply to you.

### **Limitations of AI LLM**

*Acknowledgement:* AI systems have inherent limitations. You understand that complete reliance on AI-generated content or recommendations is not advisable. AI features within Kami are provided 'as is' without any warranty of any kind, you are responsible for reviewing AI output and exercising independent judgment.

### **Digital Millennium Copyright Act Notice**

We respect the intellectual property rights of others and require that the people who use the

Products do the same. We may terminate the use privileges of users who are repeat infringers of intellectual property rights. Accordingly, you may not store any material or content on, or disseminate any material or content over, the Products in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. If you believe in good faith that your work has been copied in a way that constitutes copyright infringement, please forward the following information (or any statement in conformance with the DMCA) to our Copyright Agent whose contact information is provided below:

1. Your name, address, telephone number, and email address;
2. A description of the copyrighted work that you claim has been infringed; 3. A description of the allegedly infringing material and information reasonably sufficient to permit us to locate the material;
4. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
5. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright that is allegedly infringed; and
6. A statement by you that the above information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.

Kami Limited Attn: Contracts Department

Address: 340 S Lemon Ave 9019, Walnut CA 91789, USA, or

214 Karangahape Road, Auckland 1010, New Zealand

Phone: +1 (415) 799-7207

Email: help@kamiapp.com

## Resolving Disputes

**Let's Try To Sort Things Out First** – We want to address your concerns without needing a formal legal case. Before filing a claim against Kami, you agree to try to resolve the dispute informally by contacting [dispute-notice@kamiapp.com](mailto:dispute-notice@kamiapp.com). We'll try to resolve the dispute informally by contacting you via email. If a dispute is not resolved within 15 days of submission, you or Kami may bring a formal proceeding.

**We Both Agree To Arbitrate** – You and Kami agree to resolve any claims relating to these Terms or the Services through final and binding arbitration, except as set forth under Exceptions to Agreement to Arbitrate below.

**Opt-out of Agreement to Arbitrate** – You can decline this agreement to arbitrate by clicking [here](#) and submitting the opt-out form within 30 days of first accepting these Terms.

**Arbitration Procedures** – The arbitration will be held in New Zealand, or any other location we agree to.

**Exceptions to Agreement to Arbitrate** – Either you or Kami may assert claims, if they qualify, in small claims court in New Zealand. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Services, or intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above.

**Judicial forum for disputes** – In the event that the agreement to arbitrate is found not to apply to you or your claim, you and Kami agree that any judicial proceeding (other than small claims actions) will be brought in the courts of New Zealand. Both you and Kami consent to venue and personal jurisdiction there.

### **Force Majeure**

Kami shall not be liable for any delay or failure to perform any obligation hereunder due to causes beyond its control, including without limitation, war, riot, insurrection, civil commotion, terrorist activity, fire, industrial disputes of whatever nature, acts of nature, computer crimes, epidemics, acts or omissions of third party vendors or suppliers, equipment failures, public enemies of government, failure of telecommunications, system malfunctions, fire, or other casualty.

### **Waiver and Severability**

Waiver by Kami of any default or breach by you of any provision contained in this Agreement does not constitute a waiver of any subsequent default or breach of the same or any other provision of this Agreement. If any part of this Agreement shall be held invalid, illegal, in conflict with any law, or otherwise unenforceable by a court of competent jurisdiction, the remainder of this Agreement will nevertheless remain in full force and effect. No Third Party Beneficiaries.

The parties do not intend to confer any right or remedy on any third party.

### **No Third Party Beneficiaries**

The parties do not intend to confer any right or remedy on any third party.

## **Controlling Law**

These Terms will be governed by New Zealand law except for its conflicts of laws principles.

## **Entire Agreement**

These Terms constitute the entire agreement between you and Kami with respect to the subject matter of these Terms, and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms. These Terms create no third party beneficiary rights.

## **Waiver, Severability & Assignment**

These Terms constitute the entire agreement between you and Kami with respect to the subject matter of these Terms, and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms. These Terms create no third party beneficiary rights. Kami's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable, the remaining provisions of the Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights under these Terms, and any such attempt will be void. Kami may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.

## **Modifications**

We may revise these Terms from time to time, and will always post the most current version on our website. If a revision meaningfully reduces your rights, we will notify you (by, for example,

sending a message to the email address associated with your account, posting on our blog or on this page). By continuing to use or access the Services after the revisions come into effect, you agree to be bound by the revised Terms.

Have questions or concerns about Kami or our Services? Contact us at support@kamiapp.com

**Contact**

**Notable, Inc** in USA

8605 Santa Monica Blvd, PMB 57387, West Hollywood, CA 90069-4109

And **Kami Limited** in New Zealand

125 St Georges Bay Road, Parnell, Auckland 1052

**Signatures**

**Notable Inc (Kami) Customer**

\_\_\_\_\_ **Signed** \_\_\_\_\_ **Signed**

\_\_\_\_\_ **Name** \_\_\_\_\_ **Name**

\_\_\_\_\_ **Position** \_\_\_\_\_ **Position**



## SCHOOL PROGRAMS CONTRACT

**Contract Name** Luther Burbank Elementary School  
**Client Name** Luther Burbank S25  
**Program Coordinator** Ross Hause  
**Billing Coordinator** Ross Hause  
**Contract #** 358946  
**Date Issued** 04/23/2025  
**Deposit Amount** \$1,200.00  
**Deposit Due** 02/21/2025  
**Final Payment Due** 05/12/2025  
**Address** 203 South A Street  
**City / State / Zip** Santa Rosa/CA/95401  
**Email** ross0077@yahoo.com  
**Work Phone** (707) 890-3902

### 1. Program Arrangements

**a. Program Dates** Arriving: May 12, 2025 Departing: May 12, 2025  
**b. First and Last Meals** First Meal: null Last Meal: null  
**c. Attendees** Students: 58 Chaperones: 8 Teachers: 3

### 2. Guarantee/Finances

- a. Client agrees to issue all payments in the form of a check.
- b. Client understands that a non-refundable, non-transferable deposit is required to hold the space for the dates listed as 1a above.
- c. Client understands and agrees that they will sign and date this agreement and return the original signed copy along with the deposit by the deposit due date listed above.
- d. Client understands that if the signed contract and deposit are not received at Westminster Woods by the deposit due date listed above, Westminster Woods shall be free to release the dates listed above for booking by other groups.
- e. Client understands that the full cost of the program will be specified in an invoice. Client agrees to pay the total amount specified in the final invoice.
- f. Client will submit a Certificate of Insurance with Westminster Woods named as "additionally insured" at least one month prior to program arrival date, in the amount of at least \$1 million.
- g. If different than 1c above, Client will provide final numbers of expected students, chaperones, and teachers to Westminster Woods at least one month prior to program arrival date.
- h. With less than two months until program arrival date, Westminster Woods can accommodate a change of up to 10% from the final student numbers. If Client brings more students, Client will be financially responsible for the additional attendees. If Client brings fewer students, Westminster Woods may reduce the final invoice by as many participants, or no more than a 10% reduction in student numbers, whichever is less.
- i. Client will provide final, complete attendance information on arrival day.
- j. Client agrees to issue final payment by the arrival date listed above.
- k. If the final payment is not received by the arrival date listed above, Client agrees to pay 2% interest per month for any unpaid balance.
- l. If Client is not underwritten by any formal organization, the undersigned agrees to be held individually responsible for the financial obligation in final invoice.

### **3. Cancellation**

- a. If cancellation of this event is necessary before 02/11/2025, the deposit will be forfeited.
- b. If cancellation occurs after 02/11/2025, Client is responsible for the full invoiced amount.
- c. If cancellation occurs due to Force Majeure, defined below, Westminster Woods will use its best efforts to allow, Client, at Client's option, to reschedule a future program, in which case any payments will be applied to the rescheduled program. If Client does not reschedule a future program, any payments will be forfeited.

### **4. Expectations**

- a. Client understands that Westminster Woods assigns cabins, teacher houses, number of trail groups and meeting rooms based upon group sizes and the most effective use of its facilities. Therefore, these assignments may vary from year to year.
- b. Client agrees to follow all policies, protocols, guidelines, trainings, and safety regulations of Westminster Woods, and all applicable local, state and federal laws.
- c. Client agrees that any injury causing accidents will be reported immediately to the Westminster Woods staff person on duty.
- d. Client is responsible for providing at least one representative, employed by Client, who will remain on location (either on Westminster Wood's property or at the location of any off-site trip) for the duration of the program.
- e. If necessary, Client is responsible for providing a vehicle and qualified driver for transporting participants to a local medical facility.
- f. Westminster Woods reserves the right to remove anyone at any time or from the facility. In the event that a participant is removed from their program, Client is responsible for providing supervision to that person until they leave campus and, if necessary, a vehicle and qualified driver for the participant's transportation from the facility.
- g. Westminster Woods is not responsible for loss or damage to any valuables or vehicles while on the premises.
- h. Client is responsible for all damage to Westminster Woods property caused by individuals within their group.
- i. Client may not assign this Agreement without Westminster Woods' written consent.

### **5. Indemnify and Hold Harmless**

- a. Client agrees to indemnify and hold harmless Westminster Woods, its officers, agents, employees, directors and representatives from and against any and all claims, damages, losses of every nature, injuries to person or property (either or both), or expenses of whatever form or nature, including attorneys' fees and other costs of legal defense, whether direct or indirect, occurring in or about or in any way connected with the camp, as a result of or arising out of any acts or omissions of the Client, or any of its respective officers, agents, students, employees, guests or representatives.
- b. Westminster Woods agrees to indemnify and hold harmless the Client, from and against any and all claims, damages, losses of every nature, injuries to persons or property (either or both), occurring in or about or in any way connected with Westminster Woods and its use by the Client, as a result of or arising out of any acts or omissions of Westminster Woods, its officers, agents, or employees.
- c. In the event of any claims, demands, loss or liability arising out of the negligence of both the guest group and Westminster Woods, each party shall be responsible, including reasonable attorney's fees and costs, based upon its proportionate share of negligence.

### **6. Force Majeure**

Should any fire or other casualty, earthquake, flood, epidemic, landslide, enemy act, war, riot, civil commotion, strike, slowdown, boycott or labor dispute or other similar event beyond the reasonable control of either party (any of the foregoing hereinafter referred to as "Force Majeure") prevent performance of this Agreement in accordance with its provisions, performance of this Agreement by either party shall be suspended or excused to the extent commensurate with such interfering occurrence. Force Majeure shall not excuse the payment of any sum of money owing hereunder prior to the occurrence of such Force Majeure. Illness of any guests or employees of the Client shall not be considered a Force Majeure for purposes of this Agreement.

**7. COVID-19**

In consideration for being permitted to use the Westminster Woods premises, the Client, on behalf of itself, and its respective officers, agents, students, employees, guests and representatives, hereby:

- (a) acknowledges the contagious nature of COVID-19, the fact that it can be difficult to identify in another, and the inherent risks of exposure to those who may be infected with COVID-19 while on Westminster Woods' premises and/or participating in its programs, services, and activities;
- (b) knowingly and voluntarily assumes full responsibility for such risks; and
- (c) agrees to comply with Westminster Woods' safety measures and precautions which may include, but are not limited to, wearing personal protective equipment, hand washing, hand sanitizing, and social distancing.

I have read this agreement and agree to be bound by the terms herein:

School Authorized Representative Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Group Name: Luther Burbank S25

Westminster Woods Representative Name: Chris Rhodes Title: Executive Director

Signature:  Date: 04/23/2025

Approved with the understanding that the High Ropes Course will not be a part of the days activities- Low Ropes is approved.



Board Target Date: May 14th

**Request for Board Approval of Contract**

Vendor/Contractor/Consultant: North Bay Vision Therapy Center

**SCHOOL SITE/DEPARTMENT USE ONLY**

Check one of the following:

**Independent Contractor/Business/Organization\***    Professional Services\*\*    Partnership\*\*\*

- \* Any person, business, or organization that will be providing non-professional services to the District
- \*\* Any person, business, or organization that will be providing professional services to the District (Usually as a result of an RFP, i.e., services that require extensive technical knowledge or training in their particular area of expertise.) Engineers, Financial Advisors, Architects, Auditors, Surveyors, Inspectors, etc.
- \*\*\* Two or more persons, businesses, corporations, or organizations that will be partnering with the District to perform certain services with the District

**SCHOOL SITE/DEPARTMENT USE ONLY**

Funding Source (Code): \_\_\_\_\_

Funding Category:    Base    Supplemental    Concentration  
 Restricted: \_\_\_\_\_    Other: \_\_\_\_\_

For Billing (if applicable):    Bill to: \_\_\_\_\_   Billing frequency: \_\_\_\_\_

Contract is:    **New**    Renewal    Addendum/Amendment   **Contract Amount:** \$4,205.00

School Site/Department: Special Services   **Number of Individuals Served:** 1

Approved at Site by\*: \_\_\_\_\_   Date: \_\_\_\_\_  
\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval\*\*: \_\_\_\_\_   Date: \_\_\_\_\_  
\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Cathy Wisor   Phone #: #80893 or 707-975-0131  
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: May 8, 2025   Proposed Contract End Date: October 31, 2025  
Requisition #: \_\_\_\_\_

**BUSINESS SERVICES USE ONLY**

Verified Receipt of:    Insurance(s)    W-9 Form    HR Clearance, if applicable  
Funding Source /Funding Category verified:    YES    NO   **Board Approval Date:** \_\_\_\_\_

Verified by: \_\_\_\_\_   Date: \_\_\_\_\_  
Fiscal Services Authorizer   **LAST REVISED ON 3-24-25**

**SANTA ROSA CITY SCHOOLS  
SERVICE CONTRACT**

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as "DISTRICT", OR "BOARD" and North Bay Vision Therapy Center, hereinafter referred to as "CONTRACTOR".

1. Services.

(a) DISTRICT's Responsibilities and Duties:

District will communicate details of contract with parent and contractor. District will pay contractor for services to be billed monthly while services are being provided.

(b) CONTRACTOR's Responsibilities and Duties:

North Bay Vision Therapy Center will provide a Vision Therapy assessment of one high school student as specified in student IEP. Assessment will measure student performance level regarding vision therapy and contain recommendations for support if needed as determined by assessment. Contractor will prepare a written report of assessment results to share at IEP meeting.

Contractor will also provide vision therapy services to said student for number of sessions needed to make up compensatory service.

Services will be provided as follows: 26 vision therapy sessions which are to be 45 minutes each session.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on \_\_ May 8, 2025\_\_, and will continue through October 31, 2025\_\_, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed \$4205.00 Dollars (\$4,205.00\_) DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

1. 26 sessions of vision therapy which are to be 45 minutes long each session. Each session \$156, for a subtotal of \$4056.00
2. Assessment of the student in the area of vision therapy, with written report that can be shared at IEP meeting: \$149.

Total compensation to be billed monthly as accrued: \$4205.00.

4. Expected Outcomes (Deliverables). DISTRICT expects the following outcomes from the services performed by CONTRACTOR pursuant to this CONTRACT (What was the positive impact on the students? How will/is it measured?):

[Develop metrics – **Describe** the metrics to be used to measure the effectiveness of services. Indicate benchmark metrics as well as the goal by the end of the contract. Data to be gathered by the CONTRACTOR and provided to the DISTRICT]

5. Expenses. Except as set forth herein, DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT.

6. Independent Contractor. CONTRACTOR, in the performance of this CONTRACT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to

benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation, Workers' Compensation, Health and Welfare Benefits, Paid Vacation, Retirement Program Participation, or any other employee benefits. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this CONTRACT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR and CONTRACTOR'S employees.

7. Materials. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this CONTRACT. CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

8. Taxes. Federal Internal Revenue Service's regulations require that school districts report all payments to individuals for CONTRACTOR services. CONTRACTOR agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this CONTRACT. In the event DISTRICT is audited for compliance regarding any applicable taxes, CONTRACTOR agrees to furnish DISTRICT with proof of payment of taxes on these earnings.

9. Indemnification:

- (a) CONTRACTOR shall indemnify, defend with counsel acceptable to DISTRICT, and hold harmless to the full extent permitted by law, DISTRICT and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONTRACTOR'S performance or failure to perform its obligations under this CONTRACT, except such Liability caused by the active negligence, sole negligence or willful misconduct of the DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. Notwithstanding the foregoing, however, in the event that a court determines that liability with respect to any Liability was caused or contributed to by the negligent act, error, omission or the willful misconduct of DISTRICT, liability will be apportioned between CONTRACTOR and DISTRICT with regard to such Liability based upon the parties' respective degrees of culpability, as determined by the court, and CONTRACTOR's duty to indemnify DISTRICT with respect to satisfaction of the judgment only (but not to costs of defense previously incurred by CONTRACTOR) will be limited accordingly.
- (b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder, if and to the extent caused by CONTRACTOR or any agent or representative of CONTRACTOR.

10. Insurance: With respect to the performance of work under this CONTRACT, CONTRACTOR shall maintain and shall require all of its subcontractors, if any, to maintain insurance as indicated below:

(a) Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT".

(b) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall include, but not be limited to premises and operations liability, independent CONTRACTOR's liability, and personal injury liability.

(c) Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

(d) Each such comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

(1) DISTRICT, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this CONTRACT.

(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(3) The insurance provided herein is primary coverage to DISTRICT with respect to any insurance or self-insurance programs maintained by DISTRICT and no insurance held or owned by DISTRICT shall be called upon to contribute to a loss.

(4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT.

(e) Sexual Abuse and Molestation coverage in an amount no less than \$1,000,000 per occurrence, with an annual aggregate of \$2,000,000, endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT." **[Required if Contractor will be directly supervising children]**

(f) Professional Liability (Errors and Omissions) Insurance for all activities of the CONTRACTOR arising out of or in connection with this CONTRACT is an amount no less than \$1,000,000 combined single limit for each occurrence endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT." **[Required if Professional Services is checked on first page]**

(g) Documentation: The following documentation shall be submitted to the DISTRICT:

(1) Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this CONTRACT.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this CONTRACT.

(3) Upon DISTRICT'S written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of DISTRICT'S request.

(h) Policy Obligations: CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(i) Material Breach: If CONTRACTOR, for any reason, fails to maintain insurance coverage, which is required pursuant to this CONTRACT; the same shall be deemed a material breach of contract. DISTRICT, at its sole option, may terminate this CONTRACT and obtain damages from the CONTRACTOR resulting from the breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to CONTRACTOR, County may deduct from sums due to CONTRACTOR any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

11. Termination:

(a) DISTRICT may terminate this CONTRACT without cause by giving thirty (30) calendar days written notice to CONTRACTOR. In the event DISTRICT elects to terminate the CONTRACT without cause, it shall pay CONTRACTOR for services satisfactorily rendered to such date.

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the CONTRACT, either party may immediately terminate this CONTRACT by giving written notice of such termination, stating the reason for such termination. In such event, CONTRACTOR shall be entitled to receive payment for all services satisfactorily rendered, provided, however, that there shall be deducted from such amount the amount of liquidated damages, if any, sustained by DISTRICT by virtue of any breach of the CONTRACT by CONTRACTOR.

12. Fingerprints. The DISTRICT has considered the totality of the services to be provided under this CONTRACT and has determined that CONTRACTOR and CONTRACTOR'S employees are subject to the fingerprinting requirements of Education Code section 45125.1. CONTRACTOR shall submit fingerprints for review by the Department of Justice and authorize DISTRICT to receive subsequent arrest and conviction notifications.

13. Confidentiality. CONTRACTOR acknowledges the protections afforded to student health and related information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), student records under the Family Educational Rights and privacy Act (FERPA), and under provisions of state law and DISTRICT policy relating to privacy. CONTRACTOR shall ensure that all activities undertaken pursuant to this CONTRACT comply with these requirements.

14. Ownership of Work Product: DISTRICT shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any work product gathered or computed by CONTRACTOR prior to termination of this CONTRACT by DISTRICT or upon completion of the work pursuant to this CONTRACT.

15. Assignment. The obligations of the CONTRACTOR pursuant to this CONTRACT shall be performed solely by CONTRACTOR and shall not be assigned or transferred by the CONTRACTOR to any third party or employee/agent of CONTRACTOR without the DISTRICT'S prior written consent.

16. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, equipment, and personnel engaged in operations covered by this CONTRACT or accruing out of the performance of such operations.

17. Permits/Licenses. CONTRACTOR shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this CONTRACT.

18. Entire CONTRACT/Amendment. This CONTRACT and any attachments constitute the entire CONTRACT among the parties to it and supersede any prior or contemporaneous understanding or CONTRACT with respect to the services contemplated, and may be amended only by a written amendment executed by both parties. Should the CONTRACT terms conflict with any amendments attached hereto, this CONTRACT shall govern.

19. Notice. All notices or demands to be given under this CONTRACT by either to the other shall be in writing and given either by (a) personal service or (b) by postage prepaid U.S. Mail, registered or certified, return receipt requested. Service of notice or demand shall be considered given when received if personally served or, if mailed, on the second day after deposited at any U.S. Post Office. The address to which either party may give notices or demands may be changed by written notice given in accordance with the notice provisions of this section. At the date of this CONTRACT, the addresses of the parties are as follows:

**DISTRICT:**

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

[kcook@srcs.k12.ca.us](mailto:kcook@srcs.k12.ca.us)

**CONTRACTOR:**

Name: North Bay Vision Therapy Center

Street: 6180 State Farm Drive

City/State/Zip: Rohnert Park, CA 94928

Phone: (707) 341-2485

Email:

20. Nondiscrimination. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this CONTRACT are incorporated by this reference.

21. Extra (Changed) Work. Only the Superintendent may authorize extra (and/or changed) work, which shall be in writing and thereafter ratified by the Board. The parties expressly recognize that DISTRICT and DISTRICT personnel are without authorization either to order extra (and/or changed) work or to waive contract requirements. Failure of the CONTRACTOR to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such

unauthorized extra work and the CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.

22. Conflict of Interest. CONTRACTOR represents that it presently has no interest, which would conflict in any manner or degree with the performance of services contemplated by this CONTRACT. CONTRACTOR further represents that in the performance of this CONTRACT, no person having such interest will be employed. If CONTRACTOR participates in the planning, development, or negotiation of a contract for the District, CONTRACTOR may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090.

23. Severability. If any term, condition, or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

24. Governing Law. The terms and conditions of this CONTRACT shall be governed by the laws of the State of California with venue in Sonoma County, California, and no other place.

THIS CONTRACT IS ENTERED INTO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

**DISTRICT**

**AUTHORIZED SIGNER *or* CONTRACTOR**

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

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

Lisa August

Print Name: \_\_\_\_\_

Associate Superintendent

Title: \_\_\_\_\_

[ysantanaperalta@srcs.k12.ca.us](mailto:ysantanaperalta@srcs.k12.ca.us)

Email: \_\_\_\_\_

707-890-3800 x80201

Phone: \_\_\_\_\_

SRCS Board Approved: \_\_\_\_\_

# Quote #290514

Quote Issued: March 3, 2025 - Quote Expires: July 15, 2025

## Santa Rosa City School District Santa Rosa, CA, US

Mystery Science District Membership for 2025-2026 with US \$2,828 discount

Membership is valid through June 30, 2026.

Includes access to all lessons for all teachers at Santa Rosa City School District.

**Ready to purchase?**

Activate your membership immediately by submitting your purchase order or payment online:  
<https://mysteryscience.com/order/3ae1e8>

Purchase orders submitted by mail are accepted but take longer to process.

### Pricing Breakdown

#### Mystery Science District Membership 2025-2026

Membership period: July 1, 2025 - June 30, 2026

\$2,099 x 7 priced schools \$14,693

\$404 Early Bird Discount x 7 priced schools - \$2,828

**Grand total (USD) \$11,865**

Total Discount of \$2,828

### See a mistake?

To cancel this quote, visit:

<https://mysteryscience.com/order/3ae1e8>

Other questions? visit our help center at

<https://support.mysteryscience.com>

**Terms of Service:** By submitting a payment or purchase order, you are agreeing to the Mystery Science Terms of Service available at [mysteryscience.com/terms](https://mysteryscience.com/terms), the terms and conditions of which are hereby expressly incorporated herein by reference.

If you need a W-9, you can view it at [mysteryscience.com/w9](https://mysteryscience.com/w9). Note that our W-9 lists our office mailing address, but our remit address is the Atlanta address listed below.

**Remit to**

Note: all purchase orders can be submitted online

Mystery Science  
c/o Discovery Education, Inc  
PO Box 745873  
Atlanta, GA 30374-5873

**Contact**

(650) 550-0670  
Fax provided after  
submitting PO #



# Quote #290833

Quote Issued: March 3, 2025 · Quote Expires: July 15, 2025

## Santa Rosa Charter School for the Arts Santa Rosa, CA

Mystery Science School Membership for 2025-2026 with US \$404 discount

Membership is valid through June 30, 2026.

Includes access to all lessons for all teachers at Santa Rosa Charter School for the Arts.

### Ready to purchase?

Activate your membership immediately by submitting your purchase order or payment online: <https://mysteryscience.com/order/c781a4>

Purchase orders submitted by mail are accepted but take longer to process.

### Pricing Breakdown

Mystery Science School Membership 2025-2026	\$2,099
Membership period: July 1, 2025 - June 30, 2026	
\$404 Early Bird Discount	- \$404

**Grand total (USD) \$1,695**

Total Discount of \$404

### See a mistake?

To cancel this quote, visit: <https://mysteryscience.com/order/c781a4>

Other questions? visit our help center at <https://support.mysteryscience.com>

**Terms of Service:** By submitting a payment or purchase order, you are agreeing to the Mystery Science Terms of Service available at [mysteryscience.com/terms](https://mysteryscience.com/terms), the terms and conditions of which are hereby expressly incorporated herein by reference. If you need a W-9, you can view it at [mysteryscience.com/w9](https://mysteryscience.com/w9). Note that our W-9 lists our office mailing address, but our remit address is the Atlanta address listed below.

**Remit to**  
Note: all purchase orders can be submitted online  
Mystery Science  
c/o Discovery Education, Inc  
PO Box 745873  
Atlanta, GA 30374-5873

**Contact**  
(650) 550-0670  
Fax provided after  
submitting PO #

**MYSTERY**  
science  
part of Discovery Education

# Quote #290843

Quote Issued: March 3, 2025 · Quote Expires: July 15, 2025

## Santa Rosa Accelerated Charter

Santa Rosa, CA

**Mystery Science School Membership for 2025-2026 with US \$404 discount**

Membership is valid through June 30, 2026.

Includes access to all lessons for all teachers at Santa Rosa Accelerated Charter.

**Ready to purchase?**

Activate your membership immediately by submitting your purchase order or payment online: <https://mysteryscience.com/order/237d66>

Purchase orders submitted by mail are accepted but take longer to process.

## Pricing Breakdown

<b>Mystery Science School Membership 2025-2026</b>	<b>\$2,099</b>
Membership period: July 1, 2025 - June 30, 2026	
\$404 Early Bird Discount	- \$404

<b>Grand total (USD)</b>	<b>\$1,695</b>
	Total Discount of \$404

## See a mistake?

To cancel this quote, visit:  
<https://mysteryscience.com/order/237d66>

Other questions? visit our help center at  
<https://support.mysteryscience.com>

**Terms of Service:** By submitting a payment or purchase order, you are agreeing to the Mystery Science Terms of Service available at [mysteryscience.com/terms](https://mysteryscience.com/terms), the terms and conditions of which are hereby expressly incorporated herein by reference.

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**Remit to**  
 Note: all purchase orders can be submitted online  
 Mystery Science  
 c/o Discovery Education, Inc  
 PO Box 745873  
 Atlanta, GA 30374-5873

**Contact**  
 (650) 550-0670  
 Fax provided after  
 submitting PO #



# Quote #290845

Quote Issued: March 3, 2025 - Quote Expires: July 15, 2025

## Cesar Chavez Language Academy Santa Rosa, CA

Mystery Science School Membership for 2025-2026 with US \$404 discount

Membership is valid through June 30, 2026.

Includes access to all lessons for all teachers at Cesar Chavez Language Academy.

**Ready to purchase?**

Activate your membership immediately by submitting your purchase order or payment online: <https://mysteryscience.com/order/320f93>

Purchase orders submitted by mail are accepted but take longer to process.

### Pricing Breakdown

Mystery Science School Membership 2025-2026	\$2,099
Membership period: July 1, 2025 - June 30, 2026	
\$404 Early Bird Discount	- \$404

**Grand total (USD) \$1,695**

Total Discount of \$404

### See a mistake?

To cancel this quote, visit:  
<https://mysteryscience.com/order/320f93>

Other questions? visit our help center at  
<https://support.mysteryscience.com>

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 Note: all purchase orders can be submitted online  
 Mystery Science  
 c/o Discovery Education, Inc  
 PO Box 745873  
 Atlanta, GA 30374-5873

**Contact**  
 (650) 550-0670  
 Fax provided after  
 submitting PO #



# Quote #290842

Quote Issued: March 3, 2025 - Quote Expires: July 15, 2025

## Santa Rosa French American Charter Santa Rosa, CA

Mystery Science School Membership for 2025-2026 with US \$404 discount

Membership is valid through June 30, 2026.

Includes access to all lessons for all teachers at Santa Rosa French American Charter.

**Ready to purchase?**

Activate your membership immediately by submitting your purchase order or payment online: <https://mysteryscience.com/order/8c62b8>

Purchase orders submitted by mail are accepted but take longer to process.

### Pricing Breakdown

Mystery Science School Membership 2025-2026	\$2,099
Membership period: July 1, 2025 - June 30, 2026	
\$404 Early Bird Discount	- \$404

**Grand total (USD) \$1,695**

Total Discount of \$404

### See a mistake?

To cancel this quote, visit:  
<https://mysteryscience.com/order/8c62b8>

Other questions? visit our help center at  
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 Mystery Science  
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 Atlanta, GA 30374-5873

**Contact**  
 (650) 550-0670  
 Fax provided after  
 submitting PO #



# MYSTERY SCIENCE CONT.

## Terms of Service - SANTA ROSA CITY SCHOOLS

Effective: February 1, 2022

By accessing or using the Mystery Science applications and services, all of which are owned or operated by Discovery Education, Inc., whether through a software app(s) or website (our "Services"), you are accepting and agreeing to be bound by the terms and conditions set forth below (these "Terms").

Certain features of our Services may be subject to additional guidelines, terms, or rules, which will be posted with those features. We reserve the right, at any time, to modify, suspend, or discontinue our Services (or any portions of them). You agree that we will not be liable to you or to any third party for any modification, suspension, or discontinuance of our Services (or any portions of them).

### Creating an Account

In most cases, our Services may only be used if you have an account with us. By creating an account, you represent that (a) all required information you provide is truthful and accurate; (b) you are of legal age to agree to these Terms; and (c) your use of our Services does not violate any applicable law or regulation or these Terms. When you create an account, you will be asked to choose a user name and a password for your account or you can use your Facebook account (or other online account we support). You may not use a user name or user profile that is used by someone else or that violates these Terms. We reserve the right to reclaim any user name that violates these Terms.

**Your Account is Your Responsibility.** You are responsible for maintaining the confidentiality of your password and for any and all use of your account. You should notify us immediately if you suspect any unauthorized use of your account or access to your password. You may not (a) use the account of any other user; (b) allow someone else to use or share your account (except as permitted above); or (c) sell, lend, or transfer your account, temporarily or permanently, with someone else. If you violate these Terms, we reserve the right to issue you a warning, suspend or even terminate your account (along with your ability to access and use the Services).

**Paid Memberships.** Full, continuous access to the curriculum and lesson plans on the Services is only available with a paid membership. Limited access to the curriculum and lesson plans is available for free.

You may purchase school or district memberships on a per site basis as indicated in your applicable purchase order, which entitles all of your teachers and staff (each, a "Member") at that site to create individual accounts which they can use to access the

Services from anywhere on an unlimited number of devices. Purchase of a classroom membership entitles one teacher to create an account which they can use to access the Services for a single classroom. Homeschool memberships are for a single parent to use at home. Memberships may not be reassigned, transferred, resold or sublicensed without our prior written consent. You hereby acknowledge and agree that you are responsible for ensuring that your Members sign up for their own accounts and agree to, and comply with, these Terms when they access and use the Services.

**Student Access.** Our Services are intended for use primarily by teachers, parents, and other educational service providers. Anyone under 13 and/or not of the age of majority (“Students”) may access and use our Services only with the involvement of their parent or legal guardian, using their parent’s or guardian’s account.

**Invited Users.** As part of the Services, we may allow you to create and share a link to certain limited content and features within the Services in order to grant other individuals (including, but not limited to Students) (“Invited Users”) temporary access to such content and features; provided that you ensure that any of your Invited Users who are Students utilize such temporary access only with the involvement and consent of their parent or legal guardian. You hereby acknowledge and agree that you are responsible for ensuring that your Invited Users comply with these Terms when they access and use the Services.

**Privacy.** Please refer to our [Privacy Policy](#) for information on how we collect, use and disclose information about users of our Services.

### **Using Our Services**

As long as you comply with these Terms, you may use our Services for educational and non- commercial purposes.

**Fees.** We charge fees for the use of certain products or services, and for access and use of certain content and features on our Services, which are described in the Services. These fees can change at any time. By selecting these products, services and/or features, you are agreeing to pay the applicable fees assessed to your account and authorizing us (or our third-party payment processor) to charge your payment account or credit card for such purchases. You represent and warrant that you have the legal right to use all payment method(s) you provide to us. YOU HEREBY ACKNOWLEDGE AND AGREE THAT ANY AND ALL PURCHASE ORDERS SUBMITTED BY YOU TO US AND FEES PAID BY YOU TO US IN CONNECTION WITH THE SERVICES ARE FINAL, NON-REFUNDABLE, AND NON-CANCELLABLE.

**Shipping.** We ship Mystery Packs F.O.B origin. You will be responsible for the shipping and handling fee listed on the invoice you receive from us.

**Links to Other Sites.** Our Services may contain links to content or services provided by other companies (“Third Party Links”). These Third Party Links are not under our control, and we are not responsible for their content, services, performance, operation, availability, business practices or policies. We are providing these Third Party Links to you as a convenience but we do not imply any endorsement or recommendation of their content or services, or of any association of us with them. If you access any of these Third Party Links, you do this at your own risk and any charges or obligations you incur in your dealings with these companies, are your responsibility. The websites available through the Third Party Links are subject to their own terms and policies, including privacy and data gathering practices.

### **Acceptable Use and Conduct**

You are responsible for your conduct when using our Services and you agree that you will use our Services in compliance with all applicable laws and regulations, including, without limitation, those related to Student privacy.

**Prohibited Conduct.** You agree that you will not initiate, engage in, or encourage any Prohibited Conduct in connection with your use of our Services. “Prohibited Conduct” includes doing things like: attempting to and/or interfering or disrupting any computer or network used to provide or support the Services; restricting or inhibiting any other user from using and enjoying the Services; promoting, encouraging, advocating, or providing information about illegal activities; harassing, bullying or threatening other users; impersonating another person or representing yourself as affiliated with us, our staff or our partners; soliciting passwords, account information or other personal information from other users; conducting commercial activities and/or promotions or advertisements (unless approved by us in writing); loaning your account or making it available to others; using the Services for fraudulent purposes or that violates any applicable laws and regulations; or otherwise creating liability for us.

**Prohibited Content.** You agree that you will not post, exchange, make available, provide, or process any Prohibited Content. “Prohibited Content” includes content that: is offensive or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; bullies, defames, harasses or advocates stalking of, or intimidates another person; involves the transmission of “junk mail,” “chain letters,” or unsolicited mass mailing, or “spamming;” is false or misleading or promotes, endorses or furthers illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; infringes another person’s content or rights without a license to do so; promotes, copies, performs or distributes an illegal or unauthorized copy of another person’s work, whether it is protected or not, such as, presenting the work of a third party as your own (plagiarism); contains viruses, malware, or similar destructive software; or otherwise violates these Terms or creates liability for us.

**Enforcement by Us.** We have the right (but not the obligation) to review and delete (or modify) any content you post on our Services for any reason, including if we believe, in our sole judgment, that such content violates these Terms or is Prohibited Content, or that we believe constitutes or promotes Prohibited Conduct or otherwise threatens the safety of, or harms any other person, or creates liability for us or any other person. We reserve the right (but have no obligation) to investigate and take appropriate action, including removing content from our Services (or modifying it), suspending or terminating your account and/or suspending or terminating the provision of our Services to you, and/or reporting you to law enforcement authorities, if you violate any provision of these Terms. In order to cooperate with governmental requests, subpoenas or court orders, to protect our systems, service providers, partners, and other users, or to ensure the integrity and operation of our business and systems, we may access and disclose any information or content we consider necessary or appropriate, including your account information (i.e. name, e-mail address, etc.), IP address and traffic information, usage history, your content, and your conduct.

### **Ownership**

You acknowledge that all intellectual property rights in our Services, including the underlying software and technology and the information and content available on our Services are owned by us and our suppliers (including other users), are protected by copyright laws throughout the world. You may not download, copy, reproduce, publish, modify, create derivative works of, reverse engineer, disassemble, decompile, adapt, distribute, transfer, or exploit the Services or any content therein, in whole or in part without our prior written authorization. We and our suppliers reserve all rights not granted in these Terms. If you provide any suggestions, ideas, feedback, or recommendations to us regarding our Services or any content in the Services (“Feedback”), you give us a worldwide, perpetual, irrevocable, fully-paid and royalty-free license to use and exploit that Feedback for any purpose and without any further obligation to you.

### **Termination**

You can terminate your account at any time by deactivating your account or by providing notice of termination to us. Upon any termination of your account, all rights and licenses granted to you in these Terms will immediately and automatically end and you may no longer use the Services.

If you are using the Services on a free basis, we reserve the right to terminate or suspend your account or your access to any or all portions of the Services without notice at any time, for any reason, including your violation or breach of any provision in these Terms.

If you are using the Services under a paid membership, your account and access to the Services will terminate automatically and immediately at the end of the subscription term set forth on your purchase order unless you execute a new purchase order for the Services with us; provided that we reserve the right to terminate or suspend your account or your access to any or all portions of the Services without notice if you or any of your Members or Invited Users violate or breach any provision in these Terms.

Those provisions in these Terms that by their nature are intended to survive termination or expiration of these Terms will so survive, including, without limitation those sections titled: "Fees," "Links to Other Sites," "Enforcement by Us," "Ownership," "Use of the Services is at Your Own Risk," "Use of Materials is at your Own Risk," "Limitation of Liability," "Indemnification" and "General Provisions."

### **Use of the Services is at Your Own Risk**

By using the Services, you may be exposed to information or content that might be inaccurate, incomplete, unreliable, controversial, or considered by some to be objectionable. You agree that we will not be liable in any way for any such content, such as for errors or omissions in that content, or any losses or damages incurred as a result of the use or reliance of any information or content available via the Services. The Services are provided to you "AS IS" and on an "AS AVAILABLE" basis. WE EXPLICITLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Services will meet all of your requirements or will be available on an uninterrupted, completely secure, or error-free basis.

### **Use of Materials is at Your Own Risk.**

As part of the Services, we may recommend the use of certain materials and supplies ("Materials"). Such Materials are typically found in classrooms or commonly available but they may also be supplied by us. The use of Materials is at your own risk and you agree that we will not be liable in any way for losses or damages, including without limitation, personal injury and property damages, in connection with the use of any Materials, whether obtained by you or supplied by us.

### **Limitation of Liability**

IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR (A) ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, (B) ANY LOSS OF USE, INCOME, DATA, PROFITS, REVENUE OR BUSINESS INTERRUPTION, OR OTHER ECONOMIC LOSS, OR (C) ANY DAMAGES FOR PERSONAL OR BODILY INJURY, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE),

STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE AND REGARDLESS WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF A LIMITED REMEDY SET FORTH IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. OUR AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS WILL NOT EXCEED THE GREATER OF: (I) THE AMOUNT THAT YOU PAID FOR YOUR USE OF THE SERVICES IN THE SIX (6) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO LIABILITY; OR (II) ONE HUNDRED DOLLARS (\$100.00).

### **Exclusions**

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

### **Indemnification**

You will defend, indemnify and hold us and our officers, directors, employees and agents harmless from all claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or connected with your or your Members' or Invited Users' access to or use or alleged use of the Services or any Materials, or your or your Members' or Invited Users' violation of these Terms, including without limitation, any and all claims of personal injury, tangible or intangible property damage, death, negligence and/or strict liability arising from your use of the Services or any Materials.

### **General Provisions**

These Terms constitute the entire agreement between us with respect to the subject matter and supersedes and merges any prior proposals, understandings and contemporaneous communications. These Terms may be amended by us from time to time. If we make material changes to these Terms, we will notify you by posting the revised Terms or notifying you through the Services or your account. Your continued use of the Services after the changes go into effect will constitute your agreement to such changes. These Terms will be governed by and construed in accordance with the laws of the State of California, without regard to or application of conflicts of law rules or principles. By using our Services you consent to personal jurisdiction and venue in the state and federal courts for San Francisco County, California for any lawsuit filed there against you by us arising from or relating to these Terms or our Services. If any part of these Terms is determined to be invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the remaining provisions of these Terms will remain in full force and effect.

### **Contacting Us**

If you have any questions about these Terms, please [contact us](#).

**SANTA ROSA CITY SCHOOLS**

**DISCOVERY EDUCATION, INC**

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

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

Full Name: \_\_\_\_\_

Full

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Board Target Date: May 14, 2025

**Request for Board Approval of Contract**

Vendor/Contractor/Consultant: American Red Cross

**SCHOOL SITE/DEPARTMENT USE ONLY**

**Check one of the following:**

Independent Contractor/Business/Organization\*    Professional Services\*\*    Partnership\*\*\*

- \* Any person, business, or organization that will be providing non-professional services to the District
- \*\* Any person, business, or organization that will be providing professional services to the District (Usually as a result of an RFP, i.e., services that require extensive technical knowledge or training in their particular area of expertise.) Engineers, Financial Advisors, Architects, Auditors, Surveyors, Inspectors, etc.
- \*\*\* Two or more persons, businesses, corporations, or organizations that will be partnering with the District to perform certain services with the District

**SCHOOL SITE/DEPARTMENT USE ONLY**

Funding Source (Code): \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Funding Category:    Base    Supplemental    Concentration  
 Restricted: \_\_\_\_\_    Other: \_\_\_\_\_

For Billing (if applicable):    Bill to: \_\_\_\_\_   Billing frequency: \_\_\_\_\_

Contract is:    New    Renewal    Addendum/Amendment   Contract Amount: N/A

School Site/Department: Santa Rosa High School   Number of Individuals Served: \_\_\_\_\_

Approved at Site by\*: \_\_\_\_\_   Date: \_\_\_\_\_  
\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval\*\*: \_\_\_\_\_   Date: \_\_\_\_\_  
\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: \_\_\_\_\_   Phone #: \_\_\_\_\_  
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: May 9, 2025   Proposed Contract End Date: May 9, 2025

Requisition #: N/A

**BUSINESS SERVICES USE ONLY**

Verified Receipt of:    Insurance(s)    W-9 Form    HR Clearance, if applicable  
Funding Source /Funding Category verified:    YES    NO   Board Approval Date: \_\_\_\_\_

Verified by: \_\_\_\_\_   Date: \_\_\_\_\_  
Fiscal Services Authorizer   **LAST REVISED ON 3-24-25**

**SANTA ROSA CITY SCHOOLS  
SERVICE CONTRACT**

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as "DISTRICT", OR "BOARD" and American Red Cross, hereinafter referred to as "CONTRACTOR".

1. Services.

(a) DISTRICT's Responsibilities and Duties:

Santa Rosa High School will be hosting a blood drive on May 9, 2025, in the MPR (Multi-Purpose Room) and will provide the space, tables, and chairs to accommodate the vendor. SRHS students will be responsible for promoting this event.

(b) CONTRACTOR's Responsibilities and Duties:

The American Red Cross will be drawing blood from staff and students by appointment only. They are recommending 35-40 appointments.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on May 9, 2025, and will continue through May 9, 2025, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed ZERO Dollars (\$ 0.00 ). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

N/A

4. Expected Outcomes (Deliverables). DISTRICT expects the following outcomes from the services performed by CONTRACTOR pursuant to this CONTRACT (What was the positive impact on the students? How will/is it measured?):

The American Red Cross would like to come away with 25 units of blood.

5. Expenses. Except as set forth herein, DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT.

6. Independent Contractor. CONTRACTOR, in the performance of this CONTRACT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation, Workers' Compensation, Health and Welfare Benefits, Paid Vacation, Retirement Program Participation, or any other employee benefits. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this CONTRACT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR and CONTRACTOR'S employees.

7. Materials. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this CONTRACT. CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

8. Taxes. Federal Internal Revenue Service's regulations require that school districts report all payments to individuals for CONTRACTOR services. CONTRACTOR agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this CONTRACT. In the event DISTRICT is audited for compliance regarding any applicable taxes, CONTRACTOR agrees to furnish DISTRICT with proof of payment of taxes on these earnings.

9. Indemnification:

- (a) CONTRACTOR shall indemnify, defend with counsel acceptable to DISTRICT, and hold harmless to the full extent permitted by law, DISTRICT and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONTRACTOR'S performance or failure to perform its obligations under this CONTRACT, except such Liability caused by the active negligence, sole negligence or willful misconduct of the DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. Notwithstanding the foregoing, however, in the event that a court determines that liability with respect to any Liability was caused or contributed to by the negligent act, error, omission or the willful misconduct of DISTRICT, liability will be apportioned between CONTRACTOR and DISTRICT with regard to such Liability based upon the parties' respective degrees of culpability, as determined by the court, and CONTRACTOR's duty to indemnify DISTRICT with respect to satisfaction of the judgment only (but not to costs of defense previously incurred by CONTRACTOR) will be limited accordingly.
- (b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder, if and to the extent caused by CONTRACTOR or any agent or representative of CONTRACTOR.

10. Insurance: With respect to the performance of work under this CONTRACT, CONTRACTOR shall maintain and shall require all of its subcontractors, if any, to maintain insurance as indicated below:

(a) Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT".

(b) Commercial General Liability insurance covering bodily injury and property damage, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall include, but not be limited to premises and operations liability, independent CONTRACTOR's liability, and personal injury liability.

(c) Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

(d) Each such commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

(1) DISTRICT, its officers and employees, are named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this CONTRACT.

(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(3) The insurance provided herein is primary coverage to DISTRICT with respect to any insurance or self-insurance programs maintained by DISTRICT and no insurance held or owned by DISTRICT shall be called upon to contribute to a loss.

(4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT.

(e) Sexual Abuse and Molestation coverage in an amount no less than \$1,000,000 per occurrence, with an annual aggregate of \$2,000,000, endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT." **[Required if Contractor will be directly supervising children] - NOT REQUIRED FOR THIS CONTRACT**

(f) Professional Liability (Errors and Omissions) Insurance for all activities of the CONTRACTOR arising out of or in connection with this CONTRACT is an amount no less than \$1,000,000 combined single limit for each occurrence endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT." **[Required if Professional Services is checked on first page] VENDOR IS NOT PROVIDING PROFESSIONAL SERVICES**

(g) Documentation: The following documentation shall be submitted to the DISTRICT:

(1) Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this CONTRACT.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this CONTRACT.

(3) Upon DISTRICT'S written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of DISTRICT'S request.

(h) Policy Obligations: CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(i) Material Breach: If CONTRACTOR, for any reason, fails to maintain insurance coverage, which is required pursuant to this CONTRACT; the same shall be deemed a material breach of contract. DISTRICT, at its sole option, may terminate this CONTRACT and obtain damages from the CONTRACTOR resulting from the breach. Alternatively, DISTRICT may purchase such required insurance

coverage, and without further notice to CONTRACTOR, County may deduct from sums due to CONTRACTOR any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

11. Termination:

(a) DISTRICT may terminate this CONTRACT without cause by giving thirty (30) calendar days written notice to CONTRACTOR. In the event DISTRICT elects to terminate the CONTRACT without cause, it shall pay CONTRACTOR for services satisfactorily rendered to such date.

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the CONTRACT, either party may immediately terminate this CONTRACT by giving written notice of such termination, stating the reason for such termination. In such event, CONTRACTOR shall be entitled to receive payment for all services satisfactorily rendered, provided, however, that there shall be deducted from such amount the amount of liquidated damages, if any, sustained by DISTRICT by virtue of any breach of the CONTRACT by CONTRACTOR.

12. Fingerprints. The DISTRICT has considered the totality of the services to be provided under this CONTRACT and has determined that CONTRACTOR and CONTRACTOR'S employees are subject to the fingerprinting requirements of Education Code section 45125.1. CONTRACTOR shall submit fingerprints for review by the Department of Justice and authorize DISTRICT to receive subsequent arrest and conviction notifications.

13. Confidentiality. CONTRACTOR acknowledges the protections afforded to student health and related information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), student records under the Family Educational Rights and privacy Act (FERPA), and under provisions of state law and DISTRICT policy relating to privacy. CONTRACTOR shall ensure that all activities undertaken pursuant to this CONTRACT comply with these requirements.

14. Ownership of Work Product: DISTRICT shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any work product gathered or computed by CONTRACTOR prior to termination of this CONTRACT by DISTRICT or upon completion of the work pursuant to this CONTRACT.

15. Assignment. The obligations of the CONTRACTOR pursuant to this CONTRACT shall be performed solely by CONTRACTOR and shall not be assigned or transferred by the CONTRACTOR to any third party or employee/agent of CONTRACTOR without the DISTRICT'S prior written consent.

16. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, equipment, and personnel engaged in operations covered by this CONTRACT or accruing out of the performance of such operations.

17. Permits/Licenses. CONTRACTOR shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this CONTRACT.

18. Entire CONTRACT/Amendment. This CONTRACT and any attachments constitute the entire CONTRACT among the parties to it and supersede any prior or contemporaneous understanding or

CONTRACT with respect to the services contemplated, and may be amended only by a written amendment executed by both parties. Should the CONTRACT terms conflict with any amendments attached hereto, this CONTRACT shall govern.

19. Notice. All notices or demands to be given under this CONTRACT by either to the other shall be in writing and given either by (a) personal service or (b) by postage prepaid U.S. Mail, registered or certified, return receipt requested. Service of notice or demand shall be considered given when received if personally served or, if mailed, on the second day after deposited at any U.S. Post Office. The address to which either party may give notices or demands may be changed by written notice given in accordance with the notice provisions of this section. At the date of this CONTRACT, the addresses of the parties are as follows:

**DISTRICT:**

Santa Rosa City Schools  
211 Ridgway Ave  
Santa Rosa, CA 95401  
707-890-3800

[kcook@sres.k12.ca.us](mailto:kcook@sres.k12.ca.us)

**CONTRACTOR:**

Name: American Red Cross  
Street: 1001 Davis St  
City/State/Zip: San Leandro, CA 94577  
Phone: 1-800-7332767

Email: [customercare@redcross.org](mailto:customercare@redcross.org)

20. Nondiscrimination. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this CONTRACT are incorporated by this reference.

21. Extra (Changed) Work. Only the Superintendent may authorize extra (and/or changed) work, which shall be in writing and thereafter ratified by the Board. The parties expressly recognize that DISTRICT and DISTRICT personnel are without authorization either to order extra (and/or changed) work or to waive contract requirements. Failure of the CONTRACTOR to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.

22. Conflict of Interest. CONTRACTOR represents that it presently has no interest, which would conflict in any manner or degree with the performance of services contemplated by this CONTRACT. CONTRACTOR further represents that in the performance of this CONTRACT, no person having such interest will be employed. If CONTRACTOR participates in the planning, development, or negotiation of a contract for the District, CONTRACTOR may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090.

23. Severability. If any term, condition, or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

24. Governing Law. The terms and conditions of this CONTRACT shall be governed by the laws of the State of California with venue in Sonoma County, California, and no other place.

THIS CONTRACT IS ENTERED INTO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

**DISTRICT**

**AUTHORIZED SIGNER *or* CONTRACTOR**

Signature:   
Lisa August (May 6, 2025 13:45 PDT)

Signature: *Janaye Silva*

Lisa August

Print Name: Janaye Silva

\_\_\_\_\_  
Associate Superintendent

Title: Strategic Business Planning Manager

\_\_\_\_\_  
[ysantanaperalta@srcs.k12.ca.us](mailto:ysantanaperalta@srcs.k12.ca.us)  
707-890-3800 x80201

Email: [Janaye.Silva@redcross.org](mailto:Janaye.Silva@redcross.org)  
Phone: 510-506-9491

SRCS Board Approved: \_\_\_\_\_



5/1/2025

**Patricia Cons-Fujii  
Santa Rosa City Schools  
110 Stony Point Rd. Ste. 210  
Santa Rosa, CA 95401  
Phone: (707) 890-3800**

**Subject: Estimate for Santa Rosa City Schools District-Wide Medical Waste and Medical-Related Haz-Waste Removal**

Dear Ms. Cons-Fujii:

GP Environmental Solutions is pleased to provide this cost estimate for providing various tasks that will encompass the annual removal and disposal of the hazardous and medical wastes accumulated at all SRCS locations (with current year totaling 17 sites).

This proposal includes the following activities/scope of work for the removal and disposal/ recycling of the following wastes at each location:

Out of date and unused pharmaceutical waste  
Inhaler related waste

Medical sharps (and Epi-Pen) waste

- 1) R/T to all sites to inventory all wastes and separate/ organize by waste category for future pick up. Determine most cost effective mode for waste removal and disposal, and forward estimate to Ms. Cons-Fujii. Sign waste characterization documents and send to designated facility(s). Schedule pick up of waste.
- 2) Return trip to site to remove waste. Pack and transport waste to various outlets, including Sonoma County Small Business Hazardous Waste program and other licensed medical waste facilities. Waste will likely be consolidated at 2-3 sites for efficiency. Submit copies of manifest documentation to SRCS for records. Replace accumulation containers at sites as needed.

<i>Description:</i>	<i>Unit of Measure</i>	<i>Number of Units Estimated</i>	<i>Pricing Per Unit</i>	<i>Extension</i>	<i>Comment</i>
<b>Task 1</b>	<b>Hr.</b>	<b>7</b>	<b>\$70</b>	<b>\$560</b>	All travel time/ costs included with task description.
<b>Task 2</b>	<b>Hr.</b>	<b>8</b>	<b>\$70</b>	<b>\$560</b>	All travel time/ costs included with task description.
<b>Task 2</b>	<b>Disposal Fees/ Containers</b>	<b>3</b>	<b>\$325</b>	<b>\$975</b>	Recycle/ disposal and transportation fees for all inventoried wastes.
<b><u>Est. Total</u></b>				<b>\$2,095.00</b>	<b>Total for all completed tasks</b>



## **Environmental Solutions, LLC**

Schools discounted hourly rate of \$70/ hr. is applied. Any portion of the scope of work may be added or removed, as the client deems necessary. Changes will obviously be reflected in different pricing. The foregoing is an estimate only and the work will be billed on a time and materials basis. If less time is required, the client will only be billed for actual work performed. If the work exceeds the estimate, the client will be notified before further work is continued.

Thank you for the opportunity to provide you with this proposal. If you have any questions, please contact me at (707) 775-5055.

Greg Puccioni, Owner/ Principal  
GP Environmental Solutions, LLC

### ***Terms and Conditions***

*This estimate is valid for 30 days. To accept this proposal, please sign below and return to our office at: 1784 Northstar Dr., Petaluma, CA 94954 or email back to us at: [greg@gpenviro.com](mailto:greg@gpenviro.com)*

*Payment is due within 21 days upon receipt of billing. Any balance unpaid for over 21 days will be subject to a late charge of 1.5% per month. By signing this estimate/ contract, the client consents to pay the above stated late charge.*

Accepted By: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_



## NATUREBRIDGE CONTRACT FOR ENVIRONMENTAL SCIENCE PROGRAMS

This Contract for Environmental Science Programs (the "Contract") is entered into by and between Santa Rosa French-American Charter School and NatureBridge (together, the "Parties") for the dates of **10/13/2025-10/15/2025** at the **Golden Gate Campus**. The Parties agree as follows:

**Definitions:** The following definitions shall apply to this Contract.

**"Chaperone"** means and includes all persons, including teachers, who have been designated by the Group as being responsible for Minor Participants.

**"Contract"** means this Agreement and the Invoice.

**"Environmental Science Program"** or **"Program"** means the educational program to be provided to the Group in accordance with the terms and conditions set forth in this Contract.

**"Group"** means the legal entity or other contracting party or parties who have executed this Contract and is or are contractually bound by its terms.

**"Invoice"** means the document issued by NatureBridge to the Group which accompanies this Agreement, and accepted by the Group as evidenced by execution of this Agreement, setting forth the Booking Deposit, the number of Participants, the Final Payment, the Scholarship Fee, and the Scheduled Arrival Date.

**"Learning Group"** means each smaller group into which the Participants are divided during the Program.

**"Minor Participants"** means those Participants who are younger than age 18.

**"NatureBridge"** means NatureBridge, a California Nonprofit Public Benefit Corporation.

**"NatureBridge Campus"** shall mean those areas of the respective National or State Park and private camps in which the Program is conducted, and generally includes the dining and lodging facilities, as well as any classrooms, labs and administrative buildings.

**"Participant"** means and includes all students, parents, teachers and chaperones who participate in the Environmental Science Program.

**"Program Day"** shall mean that portion of a day when the Program is in progress and during which NatureBridge staff are responsible for the supervision of the Participants with support from the Chaperones. A Program Day generally begins each day when NatureBridge staff meet the Participants and ends when the Program has been concluded by NatureBridge staff and the Participants have been released to the supervision and control of the Chaperones.

**"Scheduled Arrival Date"** means the date on which Group Participant are scheduled to arrive at the NatureBridge Campus.

**NatureBridge Responsibilities.** NatureBridge shall:

1. Provide the Invoice to the Group with this Agreement.
2. Provide the Environmental Science Program described in the Invoice. The Program includes educator staff; group experiential learning; meals; lodging; and limited intra-park transportation.
3. Be responsible for the supervision of Participants during each Program Day except under certain circumstances outlined below in Group Responsibilities under section 7.

**Group Responsibilities.** The Group shall:

1. Make timely payment of all amounts due pursuant to this Contract.
2. Be familiar and comply with all NatureBridge policies, guidelines and Group Coordinator materials applicable to the Program. Such policies, guidelines and Group Coordinator materials are available online at [naturebridge.org](http://naturebridge.org) or will be provided upon request.
3. Ensure that, by no later than the first day of the Program, NatureBridge Participant Registration Forms have been completed, signed and submitted to NatureBridge by each adult Participant, and by the parent or guardian of each Minor Participant, as the case may be. The Group understands and agrees that no individual will be allowed to participate in any Program without a duly signed Participant Registration Form.
4. Provide all transportation of Participants to and from the Program.



5. Provide at least one Chaperone for each Learning Group and a sufficient number of additional Chaperones if needed to ensure appropriate supervision and well-being of all Participants.
6. Screen Participants for illness prior to arriving on Program. Require any ill Participants to remain home.
7. Assume full responsibility for the supervision of all Participants during all times that are before or after each Program Day. Assist NatureBridge staff with supervision of Minor Participants during the Program Day. Provide all pertinent medical, behavioral or mental health information that will support the well-being and supervision of each Minor Participant.
8. Be responsible for communicating any Participant food allergies or dietary needs to NatureBridge and assisting Participants in monitoring for potential exposures to food allergens.
9. Be responsible for knowing any medication requirements and/or any relevant physical or mental conditions or limitations of Minor Participants, and for administering any medication to Minor Participants in accordance with School policies.
10. Be responsible for any Participant who is required to remain on the NatureBridge Campus during the Program Day due to injury, illness, or any other reason.
11. Obtain advance permission from NatureBridge staff before removing Participants from any Program-related activity in order to enable such Participants to participate in a non-Program-related activity not prohibited by NatureBridge policies; upon being granted such advance permission, the Group shall assume full responsibility for such Participants and the risks associated with such non-Program-related activity. Participants shall not be removed from a Program for more than three (3) hours.
12. Ensure that no alcohol is consumed by Chaperones at any time while they are responsible for the safety and supervision of Minor Participants.
13. Be responsible for any loss of or damage to NatureBridge property, equipment and facilities or any NatureBridge Campus caused by the acts or omissions of any Participants.
14. Discourage Participants from bringing any unnecessary items or property to the NatureBridge Campus and indemnify and hold NatureBridge harmless for the theft or loss of any personal items belonging to Participants.

**Deposit Policy:** The Group shall provide a booking deposit representing 25% of the total cost of the Program based on the estimated number of Participants ("Booking Deposit"). The Booking Deposit shall be paid to NatureBridge by the date noted on the Invoice. The Booking Deposit is non-refundable and is not transferable to other Programs or dates.

**Minimum Group Size:** Because each NatureBridge Campus has different vendor requirements, the Group agrees to pay for the following minimum number of Participants, regardless of whether the actual Group has fewer Participants: **Yosemite:** minimum 14 Participants. **Golden Gate:** minimum 12 Participants. **Olympic:** minimum 12 Participants. **Southern California:** minimum 25 Participants at Circle X Ranch, minimum 30 Participants at Hess Kramer, minimum 15 Participants at Shalom Institute, and minimum 15 Participants for day Programs. Individual Participants who leave the Program early for any reason will forfeit their entire payment. No refunds will be provided.

**Group Reservation Confirmation:** Upon receipt of the Booking Deposit and this Contract (including the Invoice) signed by a duly authorized representative of the Group, NatureBridge will confirm the Group's reservation.

**Changes in Group Reservation:**

- The Group may decrease the number of Participants by up to a maximum of 5% of Participants within ninety (90) days before the Scheduled Arrival Date. Any other decrease in the number of Participants for any reason shall not result in a reduction in the amounts owed pursuant to the Invoice.
- The number of Participants may not be increased without prior written approval from NatureBridge.
- The Group may terminate this Contract so long as notice of such termination is delivered to NatureBridge no less than ninety (90) days before the Scheduled Arrival Date, in which event this Contract shall terminate, NatureBridge shall retain the Booking Deposit, and neither party shall have any further obligations under the Contract. The Group may not terminate this Contract on or after the ninetieth (90<sup>th</sup>) day before the Scheduled Arrival Date, and any such attempted termination or other cancellation or refusal to participate by the Group shall not affect this Contract, and all amounts required to be paid by the Invoice



shall be paid when due by the Group, and the Group shall not be entitled to any refund of any amounts previously paid.

**Final Payment:** Except for the Booking Deposit, all amounts owed by the Group pursuant to the Invoice shall be paid to NatureBridge on or before thirty (30) days prior to the Scheduled Arrival Date.

**Scholarship Fee:** A \$2.00 per Participant scholarship fee is assessed for all Groups. This fee is deposited directly into the NatureBridge scholarship fund.

**Insurance:** The Group represents and warrants that it is self-insured and/or that it maintains appropriate liability insurance, with limits of not less than \$1,000,000, for the Program, which includes sexual abuse and molestation coverage of at least \$1,000,000 for each occurrence.

**Indemnity:** The Group agrees to indemnify and hold harmless NatureBridge, and its officers, directors, employees, and agents (collectively, "Agents"), from and against all claims, demands, actions, damages, liabilities, costs and expenses (including but not limited to reasonable attorneys' fees and costs), caused by, arising out of, or related to any negligent, wrongful or unlawful act or omission on the part of the Group, its Agents or any of the Participants.

Except as otherwise expressly provided for in this Contract, NatureBridge agrees to indemnify and hold harmless the Group from and against all claims, demands, actions, damages, liabilities, costs and expenses (including reasonable attorneys' fees and costs), caused by, arising out of, or related to any negligent, wrongful, or unlawful act or omission on the part of NatureBridge, or any of its Agents.

Neither NatureBridge nor the Group shall be obligated to indemnify the other party in any manner whatsoever for the acts or omissions of the other party or its Agents.

**Removal of Participants:** NatureBridge reserves the right, in its sole discretion, to refuse to enroll in a Program, or to remove from a Program in progress, any person whose participation NatureBridge reasonably believes may present a risk of harm to that individual or to others, and in the event of any removal of any Participant during a Program in progress, there shall be no adjustment or refund of any amount owed or paid for such Participant's participation in such Program.

**Change in Program:** If for reasons beyond NatureBridge's reasonable control (e.g., inclement weather, wildfires, government shutdown, COVID-19, acts of God, etc.) it cannot provide the specified Program, or cannot do so at the specified location, then: (i) NatureBridge may change the Program and/or the location of the Program so long as the content and value of the changed Program is substantially the same as the original Program, and in such event, there shall not be any reduction in the amounts owed for such Program or any refund of amounts paid for such Program; or (ii) NatureBridge may cancel the specified Program and in such event shall return to the Group all amounts paid by the Group for the specified Program subject to the **Transfer Administrative Fee** or the **Refund Administrative Fee** detailed below.

**Effect of Termination:** If NatureBridge terminates the Program, then the Parties will observe the following procedures with respect to any amounts already paid by Group to NatureBridge for the cancelled Program (such amounts, the "Fees Paid"):

1. The Parties shall negotiate in good faith with respect to a replacement NatureBridge program to be provided at a mutually agreeable date. If the Parties enter into a new agreement for such replacement program, then, subject to this Section 1, Group will be entitled to receive a credit in an amount up to the Fees Paid to be used towards program amounts due under such new agreement. Unless otherwise agreed by NatureBridge, a Transfer Administrative Fee (as defined below) will be deducted from such credit if the following two conditions are met: (i) the start date of such replacement program is after June 30, 2025; and (ii) the Contract is terminated after the date that the Booking Deposit for the Program was due. If the Transfer Administrative Fee applies and is greater than the Fees Paid, Group shall pay the difference as part of the program amounts due under the new agreement for the replacement program. "**Transfer Administrative Fee**" means a fee equaling 8% of the total program fees that would have been payable by Group had the Program not been cancelled.
2. If the negotiations described in 1 do not result in an agreement to credit the Fees Paid toward a replacement Program, then, subject to this Section 2, NatureBridge will refund to Group the Fees Paid. Unless otherwise agreed by NatureBridge, a Refund Administrative Fee will be deducted from such refund if the Contract is terminated after the date that the Booking Deposit for the Program was due. If the Refund Administrative Fee applies and is greater than the Fees Paid, Group shall pay the difference to NatureBridge within 30 days of the date that the Contract is terminated. "**Refund Administrative Fee**" means a fee equaling 10% of the total program fees that would have been payable by Group had the Program not been cancelled. For clarity, the administrative fees are intended to cover unrecoverable costs incurred by NatureBridge in connection with the cancelled or transferred Program.



**Non-Discrimination:** NatureBridge and its contractors and/or subcontractors do not discriminate against any individual or group based upon race, color, religion, national origin, sex, age, ancestry, citizenship, physical or mental disability, marital status, medical condition, sexual orientation, gender identification, or on the basis of any other characteristic protected by applicable law.

**Privacy policy:** NatureBridge respects the confidentiality of the information provided by Participants, and will not sell or make available this information to other organizations. NatureBridge reserves the right to use this information for internal marketing and development purposes.

**California Law/Severability:** This Contract is entered into and governed by the laws of the State of California. Any provision determined to be void or illegal under applicable law shall be deemed severable, and all other provisions of this Contract shall remain in full force and effect.

**Mediation/Arbitration:** In the event of any dispute between the Parties with regard to the terms of this Contract, the Parties agree to submit such dispute to mediation in a good faith effort to resolve the dispute informally. Mediation will be held at the following locations: In San Francisco, CA for California programming; and in Seattle, WA for Washington programming. The costs of such mediation shall be shared equally by the Parties. Should mediation not resolve the dispute, the Parties agree to submit the dispute to binding arbitration before the American Arbitration Association, pursuant to the Rules for Commercial Disputes. The arbitration will take place in the respective locations referenced above based on Program location. The award of the arbitrator shall be final and binding with no right of appeal. The costs and expenses of arbitration shall be shared equally by the Parties, and each side shall bear its own attorney's fees and costs, unless otherwise determined by the arbitrator in his/her award.

**Entire Agreement:** The Parties agree that this Contract constitutes the entire agreement between them on the subjects encompassed herein; that all prior agreements, whether oral or written, are expressly superseded and of no force or effect; that no changes or modifications to the terms of this Contract shall be valid unless made in writing and signed by duly authorized representatives of both Parties; and that in the event of any inconsistency between the terms of this Agreement and the Invoice, the following order of precedence shall apply: (1) Invoice; (2) Agreement.

**Authority:** Each person signing below represents and warrants that he/she is authorized to enter into this Contract and to commit his/her organization to its terms.

NATUREBRIDGE, A CALIFORNIA NONPROFIT  
PUBLIC BENEFIT CORPORATION

GROUP:

By:

A handwritten signature in blue ink, appearing to read "Judy Lin".

Print Name: Judy Lin

Title: Chief Operating Officer

Dated: March 26, 2025

By:

Print Name:

Title:

Dated:

**Group: Santa Rosa French-American Charter School**

Dates: 10/13/2025-10/15/2025

**NatureBridge Campus: Golden Gate**



**Sonoma County Office of Education and Santa Rosa City Schools  
Memorandum of Understanding  
Certified Wellness Coach Employer Support Grant**

This Memorandum of Understanding (MOU) is entered into by and between Sonoma County Office of Education (hereinafter SCOE) and Santa Rosa City Schools (hereinafter DISTRICT). It is expressly understood and agreed by both parties as follows:

The purpose of this MOU is to establish an agreement that allows DISTRICT to employ Certified Wellness Coaches (CWC) as a partner with SCOE through the Certified Wellness Coach Employer Support Grant.

**Project Description with Roles & Responsibilities:**

In partnership with Keystone Therapy and Training Services (KTS) and Sonoma County LEAs, the Sonoma County Office of Education (SCOE) was awarded the California Department of Health Care Access and Information (HCAI) Certified Wellness Coach Employer Support Grant. This grant will allow for the recruitment, training, and supervision of up to 50 Certified Wellness Coaches (CWC) and 30 Wellness Coach Interns (WCI) to support multiple school sites throughout Sonoma County. DISTRICT's subaward allotment of positions and stipends is outlined below.

**Terms:** The effective date of this agreement is April 1, 2025 through June 30, 2026.

**Scope of Work**

SCOE will provide grant funding to DISTRICT for the positions outlined below up to the total budget amounts based on actual number of employees hired that meet the criteria outlined in the grant.

DISTRICT will track all required metrics and provide data to SCOE in time for funder reporting requirements, as referenced below.

DISTRICT, KTS, and SCOE will verify that Certified Wellness Coach Employees and Interns meet criteria for eligibility in accordance with HCAI guidelines. (See Workforce and Education Pathway criteria outlined in Certified Wellness Coach Employer Resource Guide pgs. 4-6.)

KTS will oversee and process certification for employed Certified Wellness Coaches via HCAI Wellness Coach website (<https://cawellnesscoach.org>)

**Compensation**

The grant allocation for DISTRICT under this MOU shall not exceed **\$825,500.00**, which includes:

- **Certified Wellness Coach Employees:** Provide funding to Certified Wellness Coaches already employed and providing services at an eligible organization. The award amount shall be up to, but must not exceed \$82,550 per CWC II and \$69,500 per CWC I, based on actual expenses. CWCs I & II must be employed full time for a minimum of 10 months.

Total Certified Wellness Coach II: **10**

Total Budget: **\$825,500.00**

If the DISTRICT employs CWCs that do not meet the CWC II certification criteria but do meet the CWC I criteria, DISTRICT will receive a maximum award of \$69,500 per CWC I as per the grant requirements.

In the event that additional allocations of funding from the above categories become available, allocations to DISTRICT can be increased if both parties agree in writing.

**Deliverables and Budget Restrictions**

1. DISTRICT shall complete an Activities Report that demonstrates bi-annual outcomes of activities performed. DISTRICT will use this to inform SCOE on all activities that have been assigned by SCOE. Any reallocations will be included and become the responsibility of DISTRICT to report as mandated in the bi-annual Budget and Activities Reports.
2. DISTRICT will submit deliverables, including bi-annual Budget and Activities Reports to SCOE on the following schedule:

Report	Reporting Period	Report Due Date
Program Report 1	NA	NA
Program Report 2	March 1, 2025 - Aug 31, 2025	September 5, 2025
Program Report 3	September 1, 2025 - February 28, 2026	March 5, 2026
Program Report 4	March 1, 2026 - June 30, 2026	July 5, 2026

3. DISTRICT shall comply with the following additional conditions:
  - A. Payments of Agreement Funds shall be contingent on the on-time submission of Deliverables outlined in section 2 above. SCOE will submit payment to DISTRICT based on receipt of invoice for actual reported expenses of positions (not to exceed the grant defined terms of a positions expense) in arrears once HCAI makes payment to SCOE for that period.
  - B. DISTRICT will submit invoices of payroll cost for each reporting period with supporting payroll and fiscal reports that verify expenditure amounts (such as Pay09 and Fiscal01)
  - C. DISTRICT will submit site and employment data per the HCAI-authored template as the basis for the submission
  - D. DISTRICT shall begin performance of this Agreement on the date the Agreement is executed.
  - E. DISTRICT shall be responsible for the performance of all tasks and Deliverables specified in paragraph 2 above.
  - F. HCAI may monitor the Grantee activities and progress by attending and or convening local or statewide grantee meetings and reviewing bi-annual Activities Reports submitted by the Grantee. HCAI reserves the right to require the Grantee to submit additional reports or documentation to evaluate the Program and performance of the Deliverables during the term of the Agreement.
  - G. SCOE reserves the right to withhold funding until DISTRICT complies with the terms of this Agreement.
  - H. If funding is reduced or deleted by the Budget Act for purposes of this grant program and/or HCAI ends this grant program, SCOE may cancel the Agreement with no liability occurring to SCOE or offer an agreement amendment to DISTRICT to reflect the reduced amount.

**Invoicing and Payment**

1. SCOE will receive and track DISTRICT invoices for the reporting periods.
  - a. Reporting period invoices should be submitted to SCOE by DISTRICT within 5 days after the period ends.
  - b. Invoice must include supporting payroll and fiscal reports that verify expenditure amounts (such as Pay09 and Fiscal01)

Sonoma County Office of Education  
Attn: Eileen Hodge  
5340 Skylane Blvd.  
Santa Rosa, CA 95403

2. SCOE will submit payment to DISTRICT based on receipt of invoice for actual reported expenses of positions (not to exceed the grant defined terms of a positions expense) in arrears once HCAI makes payment to SCOE for that period.

**Termination of Agreement:** This Agreement may be terminated at any time upon the mutual written agreement of the Parties or by either party with or without cause upon forty-five (45) calendar days' advance written notice to the other party.

**Amendments:** The terms of this agreement shall not be amended in any manner except by written agreement signed by both Parties.

**Mutual Indemnification:** To the fullest extent permitted by law, shall defend, indemnify, and hold harmless SCOE, its agents, representatives, officers, employees, trustees, and volunteers from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, that arise out of or result from the exclusive negligent, wrongful or willful acts or omissions of DISTRICT, its employees, agents, subcontractors, independent contractors, consultants, or other representatives in connection with obligations under this Agreement. In the event any action or proceeding in any forum is brought against the SCOE for any such acts or omissions of DISTRICT, DISTRICT shall defend the same at DISTRICT's expense.

To the fullest extent permitted by law, SCOE shall defend, indemnify, and hold harmless DISTRICT, its agents, representatives, officers, employees, trustees, and volunteers from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, that arise out of or result from the exclusive willful acts or willful omissions of SCOE, its employees, agents, subcontractors, independent contractors, consultants, or other representatives in connection with obligations under this agreement. In the event any action or proceeding in any forum is brought against DISTRICT for any such acts or omissions of SCOE, SCOE shall defend the same at SCOE's expense.

**Force Majeure:** Neither party shall be deemed to be in default of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, including without being limited to: acts of God (e.g. natural disasters, earthquakes, tornadoes, floods, epidemics and pandemics); any laws, regulations, or Orders of Local, State or Federal government; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall give the other party written notice of the cause for the delay as soon as practicable. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other party written notice thereof and shall resume performance of the terms of this Agreement. Neither party shall be liable for any services or costs if the failure to perform the Agreement arises from any of the contingencies listed above.

**Integration:** This Agreement represents the entire understanding of DISTRICT and SCOE as to those matters contained herein and supersedes and cancels any prior oral or written understanding, promises, or representations with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing and signed by both Parties hereto.

**Governing Law:** This Agreement and all of its amendments entered into after the date of this Agreement, no matter their place of negotiation, execution, or performance, will be governed by the laws, notwithstanding its choice of law principles, then in effect in the State of California. If one Party asserts an action relating to or arising out of this Agreement or the breach thereof, that Party will commence the action in the principal place of residence or business of the other Party to this Agreement.

**Severability Waiver:** The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party permitting the waiver.

**Insurance Limits:** Each Party, at its sole expense, shall at all times maintain insurance or self-insure for commercial general liability using an occurrence policy for against personal injury and property damage that may arise from or in connection with their performance of this agreement in the amount not less than one million dollars (\$1,000,000) for any one person injured or killed, two million dollars (\$2,000,000) for injury or death of more than one person, or one million dollars (\$1,000,000) for property damage per occurrence

In witness whereof, the parties sign this Memorandum of Understanding (MOU) as set forth below:

DISTRICT:

\_\_\_\_\_

Lisa August, Acting Superintendent

\_\_\_\_\_

Date

SONOMA COUNTY OFFICE OF EDUCATION:

\_\_\_\_\_

Greg Medici, Dept. Superintendent, Business Services

\_\_\_\_\_

Date



## SCHOOL PROGRAMS CONTRACT

**Contract Name** Biella Elementary  
**Client Name** Biella S25  
**Program Coordinator** Silas Martin  
**Billing Coordinator**  
**Contract #** 244833  
**Date Issued** 10/11/2024  
**Deposit Amount** \$700.00  
**Deposit Due** 11/15/2024  
**Final Payment Due** 05/19/2025  
**Address** 2140 Jennings Ave  
**City / State / Zip** Santa Rosa/CA/95401  
**Email** smartin10@srcs.k12.ca.us  
**Work Phone**

### 1. Program Arrangements

**a. Program Dates** Arriving: May 19, 2025 Departing: May 19, 2025  
**b. First and Last Meals** First Meal: null Last Meal: null  
**c. Attendees** Students: 36 Chaperones: 5 Teachers: 2

### 2. Guarantee/Finances

- a. Client agrees to issue all payments in the form of a check.
- b. Client understands that a non-refundable, non-transferable deposit is required to hold the space for the dates listed as 1a above.
- c. Client understands and agrees that they will sign and date this agreement and return the original signed copy along with the deposit by the deposit due date listed above.
- d. Client understands that if the signed contract and deposit are not received at Westminster Woods by the deposit due date listed above, Westminster Woods shall be free to release the dates listed above for booking by other groups.
- e. Client understands that the full cost of the program will be specified in an invoice. Client agrees to pay the total amount specified in the final invoice.
- f. Client will submit a Certificate of Insurance with Westminster Woods named as "additionally insured" at least one month prior to program arrival date, in the amount of at least \$1 million.
- g. If different than 1c above, Client will provide final numbers of expected students, chaperones, and teachers to Westminster Woods at least one month prior to program arrival date.
- h. With less than two months until program arrival date, Westminster Woods can accommodate a change of up to 10% from the final student numbers. If Client brings more students, Client will be financially responsible for the additional attendees. If Client brings fewer students, Westminster Woods may reduce the final invoice by as many participants, or no more than a 10% reduction in student numbers, whichever is less.
- i. Client will provide final, complete attendance information on arrival day.
- j. Client agrees to issue final payment by the arrival date listed above.
- k. If the final payment is not received by the arrival date listed above, Client agrees to pay 2% interest per month for any unpaid balance.
- l. If Client is not underwritten by any formal organization, the undersigned agrees to be held individually responsible for the financial obligation in final invoice.

### **3. Cancellation**

- a. If cancellation of this event is necessary before 02/18/2025, the deposit will be forfeited.
- b. If cancellation occurs after 02/18/2025, Client is responsible for the full invoiced amount.
- c. If cancellation occurs due to Force Majeure, defined below, Westminster Woods will use its best efforts to allow, Client, at Client's option, to reschedule a future program, in which case any payments will be applied to the rescheduled program. If Client does not reschedule a future program, any payments will be forfeited.

### **4. Expectations**

- a. Client understands that Westminster Woods assigns cabins, teacher houses, number of trail groups and meeting rooms based upon group sizes and the most effective use of its facilities. Therefore, these assignments may vary from year to year.
- b. Client agrees to follow all policies, protocols, guidelines, trainings, and safety regulations of Westminster Woods, and all applicable local, state and federal laws.
- c. Client agrees that any injury causing accidents will be reported immediately to the Westminster Woods staff person on duty.
- d. Client is responsible for providing at least one representative, employed by Client, who will remain on location (either on Westminster Wood's property or at the location of any off-site trip) for the duration of the program.
- e. If necessary, Client is responsible for providing a vehicle and qualified driver for transporting participants to a local medical facility.
- f. Westminster Woods reserves the right to remove anyone at any time or from the facility. In the event that a participant is removed from their program, Client is responsible for providing supervision to that person until they leave campus and, if necessary, a vehicle and qualified driver for the participant's transportation from the facility.
- g. Westminster Woods is not responsible for loss or damage to any valuables or vehicles while on the premises.
- h. Client is responsible for all damage to Westminster Woods property caused by individuals within their group.
- i. Client may not assign this Agreement without Westminster Woods' written consent.

### **5. Indemnify and Hold Harmless**

- a. Client agrees to indemnify and hold harmless Westminster Woods, its officers, agents, employees, directors and representatives from and against any and all claims, damages, losses of every nature, injuries to person or property (either or both), or expenses of whatever form or nature, including attorneys' fees and other costs of legal defense, whether direct or indirect, occurring in or about or in any way connected with the camp, as a result of or arising out of any acts or omissions of the Client, or any of its respective officers, agents, students, employees, guests or representatives.
- b. Westminster Woods agrees to indemnify and hold harmless the Client, from and against any and all claims, damages, losses of every nature, injuries to persons or property (either or both), occurring in or about or in any way connected with Westminster Woods and its use by the Client, as a result of or arising out of any acts or omissions of Westminster Woods, its officers, agents, or employees.
- c. In the event of any claims, demands, loss or liability arising out of the negligence of both the guest group and Westminster Woods, each party shall be responsible, including reasonable attorney's fees and costs, based upon its proportionate share of negligence.

### **6. Force Majeure**

Should any fire or other casualty, earthquake, flood, epidemic, landslide, enemy act, war, riot, civil commotion, strike, slowdown, boycott or labor dispute or other similar event beyond the reasonable control of either party (any of the foregoing hereinafter referred to as "Force Majeure") prevent performance of this Agreement in accordance with its provisions, performance of this Agreement by either party shall be suspended or excused to the extent commensurate with such interfering occurrence. Force Majeure shall not excuse the payment of any sum of money owing hereunder prior to the occurrence of such Force Majeure. Illness of any guests or employees of the Client shall not be considered a Force Majeure for purposes of this Agreement.

**7. COVID-19**

In consideration for being permitted to use the Westminster Woods premises, the Client, on behalf of itself, and its respective officers, agents, students, employees, guests and representatives, hereby:

- (a) acknowledges the contagious nature of COVID-19, the fact that it can be difficult to identify in another, and the inherent risks of exposure to those who may be infected with COVID-19 while on Westminster Woods' premises and/or participating in its programs, services, and activities;
- (b) knowingly and voluntarily assumes full responsibility for such risks; and
- (c) agrees to comply with Westminster Woods' safety measures and precautions which may include, but are not limited to, wearing personal protective equipment, hand washing, hand sanitizing, and social distancing.


I have read this agreement and agree to be bound by the terms herein:

School Authorized Representative Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Group Name: Biella S25

Westminster Woods Representative Name: Chris Rhodes Title: Executive Director

Signature:  Date: 10/11/2024



**960778 6/5/2025**

**Graduation 2025 Piner High School**

**PINER HIGH SCHOOL**

**Yolanda Molina**

**Submitted by**

**Mark LaGris**

# Academy Theatrical Lighting Inc

887 Sebastopol Road, Building B  
 Santa Rosa, California 95407  
 Ph: (707) 528-3557



# JOB CONTRACT

<b>Invoice to:</b>		<b>Delivery Address:</b>	<b>Job # 960778</b>
PINER HIGH SCHOOL 1700 FULTON RD, SANTA ROSA, California 95403  <b>Contact:</b> Yolanda Molina <b>Phone:</b> (707) 890-3840 <b>Fax:</b> 7075285246 <b>Email:</b> Ymolina@srcs.k12.ca.us		PINER HIGH SCHOOL 1700 FULTON RD, SANTA ROSA California 95403 <b>Room:</b> Football Field  <b>Contact:</b> Yolanda Molina <b>Phone:</b> <b>Cell:</b> <b>Email:</b>	<b>Order Status:</b> Active <b>Order Date:</b> 2/7/2025 <b>Sales Person:</b> Mark LaGris <b>Email:</b> production@atlevents.com  <b>PO #</b>  <b>Terms:</b> Net 10
<b>Deliver:</b> Security onsite 6/5/2025, 6:00 AM -	<b>Stage Must set by 10am</b> 6/5/2025, 10:00 AM -	<b>Tech Start:</b> 6/6/2025, 4:00 PM -	
<b>Show End:</b> 6/6/2025, 8:00 PM - 9:00 PM	<b>Remove and Load out</b> 6/7/2025, 9:00 AM - 2:00 PM	<b>Job Modified:</b> Feb 13 2025 11:21AM	
<b>JOB DESCRIPTION: Graduation 2025 Piner High School</b>			

## Sound (J)Amplified)

Quantity	Description	Duration	Price	Extended	Discount	Subtotal
1	QSC Sound Package 6 speakers with stands, Cables, Mixer Amp Rack <i>4 QSC KLA-12 Mains 2 QSC KLA-181, 4 EV Wedges, 1 Lg. Rack Box 1 100' Snake, 2 Di Boxes all stands &amp; booms XLR, 2]50', 4]25', 2] 25', 6] 25' 4]25' 1/4 2 1/4 4 Sure Beta 58, 2 SM81, 1 SM51, 3 SM57</i>	1 Days	\$1,800.00	\$1,800.00	(\$180.00)	\$1,620.00
<b>Total:</b>						<b>\$1,620.00</b>

**Sound (J)Amplified) Total: \$1,620.00**

## Stage Area

Quantity	Description	Duration	Price	Extended	Discount	Subtotal
1	Stage, 20'x24'x24"	1 Days	\$1,350.00	\$1,350.00	(\$135.00)	\$1,215.00
2	Stair, 24", w/railing	1 Days	\$85.00	\$170.00	(\$17.00)	\$153.00
6	Stage Skirt, 24", Black	1 Days	\$18.00	\$108.00	(\$10.80)	\$97.20
2	ULXP4 Wireless Hand Held Mic	1 Days	\$150.00	\$300.00	(\$30.00)	\$270.00
2	Microphone Stand with Boom	1 Days	\$15.00	\$30.00	(\$3.00)	\$27.00
<b>Total:</b>						<b>\$1,762.20</b>

**Stage Area Total: \$1,762.20**

**Labor**

Quantity	Start Date	Start	End	Talent	Task	Duration	RT	OT	DT	Unit Price
<b>Jun 05 2025</b>										
3	Jun 05 2025	6:00AM	11:00AM	Install/Set Up	Portage - In & Out	5 Hour(s)	5	0	0	\$95.00
<b>Jun 06 2025</b>										
1	Jun 06 2025	4:00PM	9:00PM	On Site Tech	Tech on Site for Event	5 Hour(s)	5	0	0	\$100.00
<b>Jun 07 2025</b>										
3	Jun 07 2025	9:00AM	2:00PM	Removal/ Load out	Tech on Site for Event	5 Hour(s)	5	0	0	\$95.00
<b>Labor Total:</b>										<b>\$3,350.00</b>

**Delivery/Misc**

Quantity	Description	Price	Subtotal
1	Truck Delivery Fee	\$125.00	\$125.00
<b>Delivery/Misc Total:</b>			<b>\$125.00</b>

Notes:  
Waiting on map and PO

Rental Total Post-Discout:	\$3,382.20
Labor:	\$3,350.00
Delivery:	\$125.00
<b>Subtotal:</b>	<b>\$6,857.20</b>
Discount:	(\$375.80)
<b>Job Total:</b>	<b>\$6,857.20</b>

## **ATL EVENTS HOURS OF OPERATION:**

Administration or Sales office is open M-F 8:00am to 4:00pm by appointment.

**WILL CALL ORDERS:** Shop hours for pick up is 8:00am-3:30pm. All orders must be picked up by 4:00pm and all returns are due the next business day by 12:00pm or you will be automatically charged 100% for another day's rental. **IF YOU ARE LATE THIS MAY CAUSE ANOTHER CLIENTS EQUIPMENT RENTALS TO BE SHORTED. ALL CABLES MUST BE COILED AND RENTAL READY UPON RETURN OR ADDITIONAL FEES WILL BE APPLIED TO FINAL INVOICE.**

**EMERGENCY:** After Hours **Emergency Number (707) 483-7326** our on call technician will call you back within 30 minutes or less. This agreement will serve as our contract with you and/or your firm. The following items should be submitted to our office immediately to confirm your order: ***Please read carefully to acknowledge our policies and guidelines.***

Quoted prices are good for 14 days from today or date the quote is sent to the client. All rentals are subject to availability.

- 1) We require a signed copy of this agreement filled out to confirm and secure your rental order and secure the date for services.
- 2) a 50% deposit is required at the time of the signed contract and balance due at the time of the delivery.
- 3) A credit card on file is necessary for all orders.
- 4) If you have a net billing acknowledge so with a purchase order or authorized signature.

## **CANCELLATIONS:**

**A 50% deposit is non-refundable.** This is to secure your date, availability and equipment, vehicles and technicians to complete the job. We make trade show orders 2 weeks ahead of delivery, please keep this in mind as once equipment is staged and or loaded into a vehicle there is 100% monies due.

Any additional services, costs or equipment, provided by ATL Events and not included in this quotation, will be due at the completion of the rental and/or event.

**DRAPE: A charge of \$8.95 per panel cleaning** will be applied if any drape is returned dirty or soiled and if ruined beyond a cleaning fee; a full replacement fee will be incurred. A replacement fee will be applied to the final invoice for drapes lost, or damaged, beyond reasonable wear and tear. **Do Not use any pins or any tape on drapery. Avoid contact with moisture or liquids.**

Problems resulting from the inexperienced client of rental equipment picked up at our warehouse and not setup by one of our trained technicians and the client calls to requests ATL to come out and either reset or adjust, fix or explain how equipment works, will be billed a higher emergency rate. If it is unfortunately faulty equipment provided by ATL & we can determine the cause ATL will not charge you for the call. **We will not discount or credit back any monies if we are not called to discuss any issue or if we are not given the opportunity to fix or sub out said equipment.**

**RESPONSIBILITY: This is for will call orders or for delivered jobs. We will require a signature at the time of delivery for acceptance of proof of delivery and or acknowledgement of equipment.**

All equipment is offered for inspection and testing at our warehouse. We encourage you to take advantage of this courtesy as a client or representative picking up the equipment. As a lessee, you are responsible for becoming familiar with the proper use and care of the rental equipment, and you may not alter, repair equipment, use it for any purpose other than for which it was manufactured. ATL will make every effort to ensure proper working condition of the equipment but does not guarantee equipment against failure of any kind. In the event of equipment malfunction, ATL will make every effort possible to correct the problem. Please contact ATL as soon as possible so that we may take the necessary steps to solve the problem. **Emergency person 707-483-7326**

If you are picking up equipment from our warehouse, we require a copy of a valid (California Driver's license) and a signature indicating you are the responsible party for equipment leaving ATL's premises and that you take responsibility for returning said equipment whether you are a third party or direct client.

**Responsible party for equipment at time of pick up or as the designated person we delivered to:** \_\_\_\_\_ **(Client signature) Phone Number:** \_\_\_\_\_

**TERMS FOR PAYMENT: DESIGN AND DEVELOPMENT:** ATL Events. is happy to provide a one-hour consultation, at no charge at our warehouse location with an appointment. Subsequent planning, site reviews, diagrams and production services, are billable.

**PAYMENT FOR SERVICES:** Our written ESTIMATE is not a guarantee of availability. A non-refundable 50% deposit due at time of booking, and signed contract for all rentals, production fees, and vendor services are required to secure your order. The balance in full is due prior to installation or delivery. Net accounts with past due balances will be charged a 1.5% Finance Charge.

**CREDIT CARDS:** We accept all major credit cards. ATL Events charges a **convenience fee of 3.75% of the total amount due.** All unpaid balances will be applied to credit card on file if full payment is not received on the day of the event.

**SPECIAL ORDERS FOR MERCHANDISE:** All special orders for purchased merchandise must be paid in full when the order is placed. We cannot refund special order purchases once the order has been confirmed or sub-rented items.

**All DELIVERIES/EVENTS** are required to give a 50% deposit to secure your date and equipment. All deposits for any event is **NON-REFUNDABLE**, as these dates are secured and closed out.

**WEATHER AND OTHER UNPREVENTABLE NATURAL EVENTS OR ACTS OF TERRORISM OR WAR**, which impact your event, do not change or void this contract or financial arrangements as agreed. Weather may require additional equipment or may prevent use of some rental items. We will work with you to prepare for weather contingencies; however, client is responsible for damaged equipment and all expenses incurred as a result of weather. Due to lighting outside during the rainy season; Fixtures, Lamps, Cords, Equipment or Dimmers that

get wet from rain, sprinklers, and spilled drinks will be billed to at full replacement cost or repaired if possible at the client's expense. We cannot guarantee equipment due to unforeseen elements as these things are acts of God.

#### **DAMAGE & REPLACEMENT COSTS:**

Client is responsible for damaged equipment and will be charged for replacement parts & labor & loss of any rentals. Replacement costs plus shipping and handling will be charged for replacement parts damaged. Any Loss or damage to rental equipment must be paid at time of equipment return.

**SPARE LAMPS:** ATL Events will provide a reasonable amount of spare lamps for rental fixtures if needed. All spare lamps must be returned, including all burned out lamps. Should one or two string light bulbs go out, we will not credit you. We will leave and extra bulbs for you to change out. We cannot determine the life expectancy of each bulb.

#### **MASTER RENTAL AGREEMENT**

This Master Rental Agreement ("Agreement"), dated as set forth on the attached Rental Order Form, is by and between Academy Theatrical Lighting, INC ("ATL Events") and the Rented To as set forth on the Rental Order Form ("Customer"). In consideration of hiring of the equipment described herein (the "Rental Items"), ATL Events and Customer agree as follows:

1) **SCOPE OF MASTER AGREEMENT.** This Agreement governs all orders between ATL Events and Customer that are documented with a Rental Order Form. Rental Order Forms will be completed for specific Rental Items on specific occasions. ATL Events and Customer agree that each Rental Order Form will be attached hereto and made a part hereof this Agreement and the terms and provisions of a Rental Order Form are incorporated into this Agreement and together provide the complete terms and conditions for that order. To the extent Customer places orders for additional Rental Items on future Rental Order Forms this Agreement, once accepted by Customer shall be deemed attached and made part of each subsequent Rental Order Form.

2) **MODIFIED RENTAL ORDER CONSENT.** By signing the Rental Order Form, Customer authorizes changes to be made to the Rental Order Form via telephone or electronic communication confirmation without a physical signature from Customer or ATL Events.

#### **PICKUP, DELIVERY AND SET UP:**

3) **RECEIPT/INSPECTION.** Customer hires the Rental Items on an "as is" basis. By accepting delivery or possession of the Rental Items, Customer acknowledges and agrees that Customer has: (a) Personally inspected the Rental Items and confirmed receipt of all items listed in this Agreement.

(b) Found the Rental Items suitable to Customer's needs; and

(c) Found the Rental Items to be in good working order and repair.

If Customer arranges for ATL Events to deliver the Rental Items, Customer shall have a representative present at delivery. If for any reason Customer fails to have a representative present at delivery, then Customer accepts the Rental Items as though Customer had inspected them and confirmed subparts (a), (b) and (c) above.

4) **NO LOADING.** If Customer picks up Rental Items from ATL Events, Customer is responsible for ensuring that Rental Items are properly stowed and secured within Customer's vehicle. The customer shall be responsible for any damage to Rental Items which result from improper stowing and securing. If Customer is unable or unwilling to properly load and secure Rental Items in a Customer's vehicle, delivery services may be available at Customer's expense.

5) **DELIVERY VEHICLE ACCESS.** If Customer requests delivery of Rental Items by ATL Events and any part of the delivery route will be on private roads or driveways, Customer shall be responsible for ensuring that there is adequate vertical and horizontal clearance from overhanging trees and structures. ATL Events will provides information needed regarding truck sizes and required clearance. Customers must inspect and measure private drives and roadways prior to the day of delivery to ensure that trucks will not be damaged in making deliveries. If Customer fails to conduct a proper inspection and ATL Events vehicles are damaged in making deliveries to Customer, Customer shall be liable to ATL Events for the resulting damage to property or vehicles unless caused solely by the negligence of ATL Events In the event that ATL Events has to make a second trip an additional delivery charge will be assessed.

6) **SITE PREPARATION.** Customer shall have the site upon which the Rental Items are to be erected free and clear of all obstacles, natural and man-made, prior to the arrival of the ATL Events installation crew. Customer shall turn off all sprinkler systems prior to arrival of the Rental Items. Upon pickup, the Customer shall clear all tables, chairs or tents prior to the arrival of the ATL Events installation crew unless ATL Events has been retained for the equipment breakdown. If the Customer fails to do so, then the Customer shall pay all costs resulting from any delay.

7) **ELECTRIC POWER AND LIGHTING.** Except where Customer's order includes generators supplied by ATL EVENTS,

Customer shall furnish ATL Events access to and the right to use Customer's electrical and power lines for the installation and operation of the Rental Items.

8) **UNDERGROUND FACILITIES.** Customer acknowledges the availability of services for the identification of underground utilities such as water, gas and electric pipe and conduits ("Underground Facilities"). Where any Rental Items will involve any penetration of the ground (Large stakes, for example), Customer shall have all Underground Facilities in the vicinity of the equipment installation clearly marked with marking paint prior to the arrival of ATL Events installation crew. The customer will be solely responsible for any harm or damage to Underground Facilities and any consequential harm or damage to people or property unless ATL Events negligently damages a clearly marked area. Customers must contact the service providers for the Underground Facilities one week prior to equipment installation to identify the Underground Facilities.

9) **WEATHER RELATED RISKS.** Customer assumes all weather-related risks involved in holding an outdoor event. Client acknowledges that tents are temporary shade structures and not storm shelters, and though water resistant, they are not waterproof. Should damage or incident result from high wind, snow, rain, flooding, extreme cold or heat, or any other factor beyond ATL Event's control, Customer shall still be liable for payment in full of all charges.

#### **OPERATION OF RENTAL ITEMS:**

10) **NO OPERATORS.** Unless specifically agreed, ATL Events does not furnish, directly or indirectly, any personnel or staff to operate Rental Items unless contracted and only to operate our equipment or under our contract.

11) **CUSTOMER RESPONSIBILITY FOR OPERATION.** Customer acknowledges and agrees that: (a) Customer understands the proper operation and use of Rental Items.

(b) ATL Events has offered to provide, upon reasonable prior notice, additional instruction to Customer regarding the use of Rental Items; and

(c) Customer is responsible for the operation and care of Rental Items at all times while the Rental Items are in Customer's possession

(d) Whenever Customer becomes aware that any Rental Item is malfunctioning or is unsafe to use for any reason, Customer shall discontinue use of the malfunctioning and/or unsafe Rental Item, remove it to a safe location, and immediately notify ATL Events of the problem.

12) **PROPER OPERATION AND USE.** Customer shall not allow any person to operate or use the Rental Items: (a) Who is not qualified.

(b) If the Rental Item is in need of repair or is in an unsafe condition or situation.

(c) For anything other than its intended purpose/function.

Customer shall not:

(a) Modify, misuse, harm or abuse the Rental Items; or,

(b) Make any repair to the Rental Items without ATL Events' prior written consent.

Customer shall visually inspect the Rental Items at least daily and immediately discontinue use and notify ATL Events if Rental Items need repair or maintenance or are not functioning properly. ATL Events has no responsibility to inspect Rental Items while Rental Items are in Customer's possession.

2) **REPLACEMENT OF MALFUNCTIONING ITEMS.** ATL Events will repair or replace Rental Items in disrepair with similar items in good working order if available, so long as the defect is the result of normal use. Please call our emergency after hour number if necessary.

#### **CUSTOMER RESPONSIBILITY FOR RENTAL ITEMS:**

4) **CUSTOMER RESPONSIBILITY FOR RENTAL ITEMS.** Once the Customer has accepted delivery or taken possession of Rental Items, Customer shall be responsible for any lost or stolen Rental Items. In addition, the Customer shall be responsible for all damage to Rental Items not caused by ordinary wear and tear. "Ordinary wear and tear" shall mean the normal deterioration of the Rental Items resulting from anticipated, reasonable and proper use. Damage which is not "ordinary wear and tear" includes b

is not limited to: damage due to overturning; overloading or exceeding rated capacities; breakage; improper use; abuse; lack of cleaning; and contaminating Rental Items with paint, candle wax, tape, staples, wine, mold or any other material. Customer shall pay BRIGHT a) the replacement cost for any Rental Items that are not returned because they are lost or stolen, and/or b) the repair costs for any damage to Rental Items unless Customer has accepted the Damage Waiver and the damages are covered under the terms of the Damage Waiver.

5) **DAMAGE WAIVER.** The customer has the option to accept ATL Events Damage Waiver by paying an additional, non-refundable fee, based on the net rental amount for all applicable Rental Items. If Customer accepts the Damage Waiver, then ATL Events waives all claims against Customer for accidental breakage or damage to Rental Items, with the exception of third-party sub rental items, that occurs despite usage and handling with reasonable care only. Rental Items not returned to ATL Events within seven (7) days after an event are billed the full replacement cost. The Damage Waiver is not insurance, and it does not cover:

- (a) Rental items not returned.
- (b) Theft.
- (c) Damage resulting from vandalism or intentional or improper misuse.
- (d) Damage resulting from failure to secure Rental Items during transport, overloading or exceeding the rated capacity of the Rental Items;
- (e) Damage to motors or other electrical appliances or devices caused by artificial current.
- (f) Any damage resulting from overturning; being dropped or misused;
- (g) Any damage resulting from use of the Rental Items in violation of any provision of this Agreement or violation of any law, ordinance or regulations.
- (h) Any damage due to weather; and
- (i) Any Damage to third party sub rental items or sub rentals.

6) **RETURN.** Customer shall return all Rental Items to ATL Events on or before the pickup or return date set forth in the Rental Contract. Time is of the essence and any When Customer arranges for ATL Events to pick up the Rental Items, Customer shall store the Rental Items in a secure location pending pickup and Customer agrees to have a representative present at pickup. The customer's responsibility for the Rental Items continues until Customer returns physical possession of the Rental Items to ATL Events. Customer shall be responsible for all travel costs incurred by ATL Events in connection with a) replacing or repairing damaged Rental Items not covered by the Damage Waiver, or b) additional pick-up trips due to Customer's failure to assemble all Rental Items for pick up. Travel costs include, but are not limited to, the hourly rates for ATL Events personnel and mileage or delivery fees.

7) **CLEANING.** Special cleaning fees may be imposed on cables or equipment covered in dirt, mud, hay or debris, food or dry cleaning for dirty or soiled drapes.

**DO NOT ROLL UP OR PLACE WET DRAPES, STAGE SKIRTS OR A/V SKIRTS, IN ANY BAG AS MILDEW WILL RESULT.** If there is obvious damage such as mildew, excessive stains, burns or tears, you will be charged the cost of the FULL REPLACEMENT, and you may keep the DRAPE as though it were a sale.

#### **INDEMNIFICATION AND RELEASE OF LIABILITY:**

9) **INDEMNITY/HOLD HARMLESS.** Customer assumes all liability for, and agrees to defend, indemnify, hold harmless and protect ATL Events, its owners, shareholders, agents, officers, directors, employees, successors and assigns ("ATL Events Indemnified Parties") from and against any and all liability, claims, demands, losses, damages, injuries, penalties, suits, actions, costs and expenses, including attorney's fees and costs, of every kind and nature, including but not limited to injuries or death to persons and damage to property arising out of the use, maintenance, instruction, operation, possession, ownership or rental of the Rental Items however caused, except claims or litigation arising solely from the gross negligence or willful misconduct of the ATL Events Indemnified Parties.

#### **OTHER IMPORTANT TERMS AND CONDITIONS:**

10) **RENTAL PERIOD/RATE.** A rental period is twenty-four (24) hours unless a different term is specified in the Rental Order Form. For Rental Items not returned prior to the Rental Order Form deadline, additional charges will apply.

**11) POSSESSION/TITLE.** Title to the Rental Items is and shall remain vested in ATL Events. If Customer fails to timely return physical possession of the Rental Items in accordance with this Agreement, ATL Events shall have the right to recover physical possession of the Rental Items without further notice or legal process, and to use whatever reasonable means is necessary. The customer agrees to indemnify, defend and hold harmless the ATL Events Indemnified Parties from any and all claims and costs arising out of ATL Events recovery of physical possession of the Rental Items.

**12) INTEREST ON LATE PAYMENT.** Customer shall pay a monthly finance charge of 2% on all balances which are delinquent in excess of 30 days.

**13) NO LIENS.** Customer shall not allow the imposition of a lien upon any Rental Item.

**14) DISCLAIMER OF WARRANTIES.** ATL Events makes no warranty of merchantability or fitness for any particular use or purpose, either express or implied. There is no warranty or representation that the Rental Items are fit for Customer's particular intended use, or that Rental Items are free of latent defects. ATL Events shall not be responsible to Customer or any third party for any loss, damage or injury resulting from, or in any way attributable to the operation of, use of, or any failure of the Rental Items. ATL Events shall not be responsible for any defect or failure unknown to ATL Events. Customer's sole remedy for any failure or defect in the Rental Items shall be termination of the rental charges at the time of failure provided that the Customer notifies ATL Events immediately of such failure and returns the Rental Items to ATL Events within twenty-four (24) hours of such failure.

**15) COMPLIANCE WITH LAWS.** Customer shall not use or allow anyone to use the Rental Items for any illegal purpose or in any illegal or unsafe manner. Customer, at Customer's sole cost and expense, will comply with all municipal, county, state and federal laws, ordinances and regulations which may apply to the use of the Rental Items during the rental period. Specifically, Customer shall comply with Health and Safety laws and regulations, fire safety regulations (such as those prohibiting heaters or cooking inside of tents), sound and noise ordinances and regulations, and ordinances and regulations requiring event permits. Customer shall pay all licenses, fines, fees, permits or taxes arising from the use of the Rental Items, including any which are subsequently determined to be due.

**16) PURCHASE ORDERS.** If Customer's purchase order number is used on the Rental Order Form, such use is for Customer's convenience and identification only and does not indicate a purchase.

**17) SUBLETTING/LOCATION.** Customer will not sublet, loan or assign the Rental Items. Customer will not move the Rental Items from the address at which Customer represented they were to be used.

**18) DEFAULT.** Should Customer fail to observe or comply with any provision of this Agreement, ATL Events may, at its sole option, terminate this Agreement, retake the Rental Items, declare any charges due and payable and initiate legal process to recover monies owed, and/or pursue any other legal rights and remedies available to ATL Events. Exercise of any remedy available to ATL Events shall not constitute an election of remedies or a waiver of any additional remedies to which ATL Events may be entitled.

**19) LEGAL FEES.** In the event of any legal action or proceedings arising out of or related to this Agreement, the prevailing party shall be entitled to recover all reasonable attorney's fees and costs.

**20) NOTICE OF NON-WAIVER/SEVERABILITY.** Any failure of ATL Events to insist upon strict performance by Customer of any provision of this Agreement shall not waive ATL Events right to demand compliance with all other provisions of this Agreement. The provisions of this Agreement are severable so that the unenforceability, invalidity or waiver of any provision shall not affect any other provision.

**21) CONSUMER PRODUCTS EXPOSURE WARNING.** The Rental Items contain or produce one or more chemicals known to the State of California to cause cancer, birth defects or other reproductive harm.

**22) GOVERNING LAW.** This Agreement shall be governed by California Law and it shall be deemed entered into in California. Customer and ATL Events agree to submit to personal jurisdiction in California.

**23) PROMOTIONAL USE.** Customer remains responsible for all obligations under this Agreement even if ATL Events provides Rental Items to Customer at no cost for promotional purposes. Such obligations include but are not limited to Customer's responsibility for missing or damaged Rental Items, delays in returning the Rental Items, and indemnification of ATL Events.

**24) PAYMENTS/CANCELLATION FEES.** A credit card number is required to create a reservation and hold any order unless Customer has established a charge account. ATL Events will send a payment link for you to make the payment. ATL Events will

ire a fully executed contract filled out and sent back with a 50% non-refundable deposit that is required at the time of reservation. The balance is due three (3) days prior to the delivery or will call date. A 100% cancellation charge will apply to items cancelled less than five (5) days before delivery or pickup. No credit will be issued for mutually agreed upon custom items or event-driven purchases; sub rentals: these items are subject to payment in full at the time of reservation for all clients and are non-refundable. No credit will be given for unused items. Unless the order has been confirmed and reserved, all prices and availability are subject to change. Returned checks are subject to a fee.

**CREDIT CARD PAYMENT INFORMATION:**

Please Fill out " X " completely and Fax to the office directly at 707-575-1647 Fax Authorization to Charge Credit Card or email back to sales@atlevents.com

By signing below, I/We authorize Academy Theatrical Lighting, Inc. D.B.A ATL Events to charge my credit card. Only for rentals or purchases from ATL Events.

We further authorize ATL EVENTS to charge the card for losses, damages and/or Cancellations or restocking fees that may occur as a result of the rental of ATL equipment

Rental Contract #: \_\_\_\_\_ Rental Amount: \_\_\_\_\_ Date of Service: \_\_\_\_\_

X Credit Card Holder's Name: \_\_\_\_\_ Billing Address of Card Holder

X (Street Address) \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

X Card Holder Phone Number: \_\_\_\_\_ X Credit Card #: \_\_\_\_\_

X Expiration Date: \_\_\_\_\_ X CID# \_\_\_\_\_ (Number is usually on the back of the card)

X Amount to be charged: \$ \_\_\_\_\_ 50% deposit \$ \_\_\_\_\_ Remaining Balance

X Signature: \_\_\_\_\_ X Printed Name: \_\_\_\_\_ X Todays

Date: \_\_\_\_\_  
Authorized Clientele for payment

  
\_\_\_\_\_  
Lisa August (May 6, 2025 19:31 PDT)

X Signature of contract holder/responsible party representing client: \_\_\_\_\_ This is where the authorized clientele for said job/contract acknowledges they agree with above policies and is authorized to sign.

Please Note: All information provided will be verified for accuracy. If the name on the account and the address do not match - an alternate payment method will be required. All of the above information will be kept secure and will not be used again without an additional signed form.