July 16, 2014

TO: Santa Clara County Board of Education
FROM: Mary Ann Dewan, Ph.D.
Interim County Superintendent of Schools

Anita Parsons, Director
Environmental Education, Student Services Branch

SUBJECT: Request Approval of Contract Exceeding $250,000 for Via Services, Inc.

Associated Goal
Goal 2: Provide support to districts, communities, schools and students

Background
The Environmental Education Program has leased the Via West Campus since 1998. The Via West facility is located at 13851 Stevens Canyon Road, Cupertino, CA 95014. This lease allows Walden West to offer an additional 30 weeks of outdoor school programming to the schools of Santa Clara County. Approximately 4,100 students will attend the Via West facility. The contract includes lodging, meals, and support services. The SCCOE provides all program staff.

Board Policy 3312(a) states that all contractual agreements estimated to exceed $250,000 shall be placed on the agenda of regular County Board meetings as Study Action items. The following contract is, therefore, being submitted for Board approval:

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<td>Via Services, Inc.</td>
<td>Via West Lease for additional outdoor school programming</td>
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Fiscal Implications
Funding has been incorporated into the FY 2014-2015 budget to cover this expense.

Requested Action
Approve contract exceeding $250,000 for Via Services, Inc.
Via Services
2851 Park Avenue
Santa Clara, California 95050
(408) 243-7861

Group Name:
Santa Clara County Office of Education, Department of Environmental Education – Walden West

Term Dates:
As per Attachment A

Address:
1290 Ridder Park Drive, San Jose, CA 95131-2398

Description of Group Activity:
Nature Camp/Outdoor Education

Telephone Number(s)/email address:
408 573 3050 (Walden West Office)/Anita.Parsons@secoe.org

Name of Adult Responsible for Payment of Service Fees:
Anita Parsons

Estimated Total Number of Attendance:
18 adults per session; 95-199 children - depending on session – see calendar attachment

Average Age of Participants (if minors):
10-12 years old
TERMS OF SERVICES AGREEMENT

1. This Via Services Purchase of Services Agreement ("Services Agreement") is entered into this 23rd day of June 2014 in the City of Santa Clara, County of Santa Clara, State of California by and between Via Services, Inc., a California Non-Profit Corporation (hereinafter referred to as "VIA") and the Santa Clara County Office of Education, Department of Environmental Education – Walden West - hereinafter referred to as "PURCHASER").

2. VIA shall provide for the use of PURCHASER those certain premises known as VIA WEST CAMPUS (hereinafter referred to as "VIA WEST"), at 13851 Stevens Canyon Road, Cupertino, California 95014. VIA shall provide the following specific services and facilities for the use of the PURCHASER during the term of this Services Agreement: Overnight use of grounds, newly remodeled Dining Hall, new High Efficiency Air Conditioning and Heating System, newly remodeled Extension Room will be for Staff and Cabin Leaders breaks, newly remodeled Offices with new Office Furniture and a new High Speed/High Capacity Printer, Scanner, new Fax machine, Sports Court, Music and Drama Building as needed for extreme weather days. Creative Arts Center as needed for extreme weather days, newly remodeled Health Center with a Refrigerator, Microwave, a Phone, T.V. and DVD player for their entertainment will be the Main Teachers sleeping quarters (can accommodate up to 6), Cottage 3 is available as needed for Teachers sleeping quarters. Letterman, Mazza, Dakota, Pinn Bros, Butler, and Horowitz lodges are available for student lodging. Of course, all Meals, and Snacks are provided. The use of Costumes for Walden West Staff is described in Section 21. PURCHASER hereby guarantees and promises to pay for Food and Lodging for the time period specified ("Services Term") for a minimum of see Attachment C per participant and staff member. The total amount, based on the minimum number, is $749,000.00.

3. PURCHASER may increase the minimum number in attendance at any time up to five (5) business days before the commencement of the Services Term, at which time the designated number of participants will be considered a guarantee. The actual number, names and any special diet requirements of participants who shall be in attendance during the services term must be specified by PURCHASER in writing to VIA’s Service Manager at dgilbreth@viaservices.org (phone 408-867-1115) no later than five (5) business days prior to the commencement of the Services Term. The greater of such count and the number of participants set forth in Attachment A shall constitute the minimum guarantee by PURCHASER. PURCHASER shall be charged for the number guaranteed or the number actually in attendance, whichever is greater. It is understood that VIA may increase the purchase of service amount to the extent that the cost of living increases between the date of this agreement and 30 days prior to occupancy.

4. PURCHASER hereby agrees and promises to pay for the use of additional buildings, facilities and services designated below at the stated fees:

5. RATE FOR FOUR DAY SESSIONS - $143.86, RATE FOR FIVE DAY SESSIONS – $179.88. ESTIMATED TOTAL OF CONTRACT - $749,000.00
6. Rate for Staff Members meals will be $2.65 per person per meal, billed weekly.

7. (a) Music & Drama ($50 per day x ______ days) = PURCHASER'S INITIALS
    (b) Health Center ($50 per day x ______ days) = PURCHASER'S INITIALS
    (c) Creative Arts ($50 per day x ______ days) = PURCHASER'S INITIALS
    (d) Pool ($150 per day x ______ days) = PURCHASER'S INITIALS
    (e) Other: __________________ = PURCHASER'S INITIALS
    (f) Other: __________________ = PURCHASER'S INITIALS
    (g) Non-refundable Cleaning Deposit ($100) = PURCHASER'S INITIALS

8. Each reservation is subject to approval by VIA. PURCHASER must use the facilities for the designated and agreed upon purpose as stated in this Services Agreement and no other. No buildings or equipment other than those prearranged for PURCHASER use may be used. In the event that the Services Agreement includes use of kitchen facilities PURCHASER agrees to receive instruction by VIA staff prior to use.

9. The Purchase of Service Amount, as outlined in Paragraphs 2 and 4 above, totals a minimum of $749,000.00. An initial deposit, equaling one-third of the total purchase of service amount, as specified in Paragraphs 3 and 4 above, in the sum of $249,417.00 is required to confirm this reservation ("Initial Deposit"). The balance payment of $499,583.00 will be invoiced per session date as set forth in Attachment A and payment shall be due within fourteen (14) days of invoice date. Any additional amounts shall be paid promptly upon receipt of invoice.

10. PURCHASER'S authorized agent and/or representative shall sign this Services Agreement and return along with Initial Deposit amount as stated in section 6 to the VIA office no later than SEPTEMBER 5, 2014.

11. Should PURCHASER cancel this Services Agreement more than sixty (0) days prior to commencement of the services term, the Initial Deposit shall be refunded. Should PURCHASER cancel this Services Agreement within thirty (30) to fifty nine days (59) of the commencement of services term, ten percent (10%) of the deposit will be retained, within fifteen (15) days to twenty-nine (29) days of commencement of the Services Term, ten percent (15%) of the deposit will be retained by VIA, and the remaining deposit balance will be returned to PURCHASER. Should the PURCHASER cancel within 14 days of the service date, the Purchaser will forfeit the entire deposit. PURCHASER AND VIA AGREE THAT ECONOMIC DETRIMENT RESULTING FROM PURCHASER'S CANCELLATION OF THIS SERVICES AGREEMENT, INCLUDING LOSS OF INCOME, PROPERTY MAINTENANCE, EMPLOYEE COSTS, ETC., ARE IMPractical OR EXTREMELY DIFFICULT TO ASCERTAIN. ACCORDingly, PURCHASER AND VIA AGREE THAT SAID SUMS DESIGNATED AS NONREFUNDABLE HEREIN ARE REASONABLE ESTIMATES OF SUCH DAMAGES IF PURCHASER FAILS TO PERFORM ACCORDING TO THE PROVISIONS OF This AGREEMENT. PURCHASER'S INITIALS __________ VIA'S INITIALS __________

12. PURCHASER acknowledges that the facility is subject to many elements and circumstances on or related to the premises that might prevent VIA from providing the premises and the services herein set forth including, but not limited to, acts of God, such as flood, fire, earthquake, and wind damage, and other circumstances such as water shortage, fire alerts, and illnesses. VIA shall have no
obligation to provide the premises and/or services as indicated herein, and shall have the right and absolute discretion to cancel this Services Agreement in the event that any act or circumstance related to the premises or the services to be herein provided would render VIA reasonably unable to provide said premises and/or services. If for any reason VIA cancels this Services Agreement, the “Initial Deposit” will be refunded or applied to the mutually acceptable substitute service term.

13. **PURCHASER** agrees that it will, at its sole expense, provide and keep in full force and effect, throughout the term of the Services Agreement and for the benefit of VIA and PURCHASER a liability insurance policy, or an endorsement on a blanket liability insurance policy of PURCHASER in the amount of one million dollars ($1,000,000) for personal injury or death and property damage. Such insurance shall specifically insure PURCHASER against all liability assumed by it hereunder as well as liability imposed by law, and shall insure both VIA and PURCHASER and shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for VIA and PURCHASER.

14. **PURCHASER** shall submit to VIA, along with tender of Initial Deposit under Paragraph 6 of this Services Agreement, a Certificate of Insurance confirming the coverage required above, and naming VIA as additional insured. The Certificate of Insurance must state clearly the VIA SERVICES, INC. IS NAMED AS ADDITIONAL INSURED. The submission of such Certificate of Insurance shall be a condition precedent to PURCHASER’s right to enter onto the premises and to utilize the premises.

15. **PURCHASER** hereby waives all claims against VIA, its officers, trustees, employees, and agents for any loss or damage to the property and for injuries to persons in or about said premises arising from the negligence of VIA, its officers, trustees, employees or agents and all others on the premises at the request of PURCHASER.

16. **PURCHASER** agrees to indemnify and hold harmless VIA, its officers, trustees, employees, and agents from such damage to the property and from death and/or injury to any person arising from the use of the premises by the PURCHASER, other than in the case of gross negligence by VIA, its officers, trustees, employees or agents, or from any act or omission of the PURCHASER, its officers, employees, agents, and invitees, including all damages, costs, attorney’s fees and court costs, expenses, and liabilities incurred with respect to any such claim or any action or proceeding brought thereon without regard to court schedules establishing reasonable attorney’s fees.

17. **PURCHASER** shall designate one adult who shall be continuously physically in attendance during the Services Term to serve as its group contact. The name and title of this person required pursuant to the terms of this provision shall be provided in writing to VIA with submittal of the Services Agreement. Any change regarding the group contact shall be provided in writing to VIA no later than five (5) days prior to the commencement of the Services Term.
18. Time of arrival and departure must be strictly observed. Check-In day arrival at 07:00am, Check-out day, all personal belongings out of Lodges by 9:00am, all persons off grounds by 12:00noon. PURCHASER will have an adult, over the age of 21, in attendance at the facility at all times who holds CPR certification from American Red Cross or American Heart, and who also holds First Aid certification from a nationally recognized provider. PURCHASER will provide VIA with written documentation of these certificates five (5) days prior commencement of the Services Term.

19. PURCHASER will abide by established safety and emergency regulations as instructed by the Property Manager or designated VIA employee in charge. PURCHASER is advised that facility main phone number is 408-867-1115 and VIA Park Avenue main phone number is 408-243-7861. PURCHASER is advised that should facility main phone lines be down, the back-up phone is at the Ranger Station. PURCHASER is advised that the facility does not receive any cell phone signals.

20. PURCHASER is responsible for maintaining reasonable cleanliness of the living quarters and program areas on the premises. All facilities are to be left in clean condition. Sleeping lodges, dining hall and restroom facilities must be swept.

21. VIA shall provide satisfactory containers for trash and garbage disposal and provide for the removal of same from the premises. PURCHASER shall remove dishes and all garbage and trash from the dining area subsequent to each meal, and place same in containers provided. PURCHASER shall maintain sanitary facility grounds by placing all trash in appropriate containers.

22. Walden West Staff will bring all their soiled cups, bowls, plates, silverware to the Dish Room each day from their Break Area in the newly remodeled Extension Room; they can do it before they leave for the night. Not doing it creates an opportunity for a Pest Control Problem.

23. No food will be allowed in any building other than the Main Lodge without written permission, the Teachers and staff can have their own Snacks in their respective areas of the Campus, Please remember that we try to keep This Facility Peanut Free and Tree Nut Free.

24. Please provide the Services Manager with all known Food Allergies and Food Preferences for each School attending Walden West at VIA WEST as soon as possible. The Services Manager is willing to talk to anyone-Teacher, Parent, Caregiver about any Food and or Menu concerns. He can be reached at 408-867-1115, or his cell 408-348-3487, or dgilbreth@viaservices.org

25. PURCHASER is expected and required to assist in conservation of utilities. Lights, heaters, and water faucets are to be turned off when not in use, and absolutely nothing foreign is to be thrown into the toilet bowls. The Main Lodge and buildings other than those used for sleeping will be closed at 12:00 midnight. PURCHASER agrees not to commit, suffer or permit any waste or nuisance in and about the facility, nor to use in a wasteful, unreasonable, or hazardous manner any of the utilities and/or facilities furnished by VIA. PURCHASER shall not violate any law or ordinance of any governmental authority with respect to the premises, common areas, or any other part of facility. In addition, PURCHASER shall comply with and observe all regulations and policies of the facility which are set forth in this Services Agreement. A physical inspection of the property with VIA staff is mandatory prior to departure.

26. Facility equipment is costly and must not be abused. Please provide your own Sports equipment and Ball Pumps, Please do not sit on the tables, or paste or nail
items on the walls, try to use the Cables that have been installed in the dining hall to hang Bling Boards. Return borrowed equipment to the proper storage area. The Costume Closet will be unlocked and the lights turned on for Walden West’s use on Dance night or when Staff might wish to use them. The Costumes must be returned in good condition and hung back up on clothes hangers or this privilege may be taken away.

27. No chairs, tables or furniture are to be taken from the Main Lodge or Health Center. No beds, mattresses or curtains/blinds may be removed from the sleeping lodges. PLEASE REVIEW ANY FACILITIES ISSUES IMMEDIATELY WITH SERVICES MANAGER AND/OR THE FACILITIES MANAGER SO WE CAN WORK TO RESOLVE THEM QUICKLY.

28. **After Hours Facilities Issues should try to wait until 06:00am the next morning.** If there is a real Facilities Emergency than Walden West Staff can go to Rick Weber’s cottage #2 to see if he can help, he will try to help if it is a true Emergency, otherwise please label the area off limits or out of order until 06:00am the next morning. The VIA WEST staff will keep Walden West Staff up to date on who is on duty and their hours available.

29. PURCHASER is responsible for any and all health related care of its participants including, but not limited to, first aid and emergency medical situations. PURCHASER shall make provisions for emergency medical situations, and be responsible for providing transportation to the nearest appropriate medical care facility. **Although we do have a Nurse living on the property, she is available only for a True Emergency.**

30. Any personal injury must be reported immediately to the Camp Services Manager or the designated VIA employee in charge.

31. PURCHASER shall adhere to the master fire plan procedure adopted and amended from time to time by VIA in cooperation with the County Fire Marshal and County Park Rangers. These procedures are posted in the Main Lodge.

32. No candles, flammable or explosive materials, firearms, hand or power tools are permitted on the premises. Fans, coolers or electrical appliances are not permitted.

33. A minimum of two adults must be present at all times at the campfire circle or indoor fireplace when a fire is lit and until extinguished properly.

34. Individuals are required to stay on posted trails.

35. Alcoholic beverages may not be consumed on the premises except by adults age of twenty-one (21) or older and only with prior written consent of VIA. Such written consent, when given by VIA, shall always require moderate use of alcoholic beverages. With the exception of the foregoing written consent for moderate use of alcoholic beverages, the possession and/or consumption of alcohol on the premises shall be strictly forbidden. **No liquor may be sold on the premises, unless PURCHASER has obtained all appropriate licenses, and has presented evidence of Liquor Liability Insurance coverage in the amount of one million dollars ($1,000,000) and has provided VIA with a Certificate of Insurance naming Via Services, Inc. as additionally insured and only with written consent from VIA.** The Camp Services Manager or designated VIA employee shall be empowered hereunder to order individuals off the premises who violate VIA’s alcohol, illegal substances or smoking policies.

36. **VIA is a smoke free facility and smoking is not allowed anywhere on the premises.**

37. No illegal substances are permitted on the premises.

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38. **PURCHASER** shall bring no animals onto the premises.

39. Private cars, motorcycles and other motor vehicles may be parked and unloaded in designated areas only. There are No Vehicles allowed on the Emergency Access Road except for Extreme Weather Pick-Up Days. In that situation Walden West will follow the Extreme Weather Luggage Procedures.

40. **PURCHASER** shall provide its own vehicles as required for operation of its program, and no vehicle of **VIA** shall be used by the **PURCHASER**. Maximum space for parking is 50 vehicles. **PURCHASERS** requiring parking for more than 50 vehicles must arrange for alternate parking space for the excess amount of vehicles or transportation for those persons who would not be able to park on the premises. When driving on the premises, all posted speed limits must be observed. **IT IS FORBIDDEN TO TRANSPORT PARTICIPANTS IN VEHICLES NOT DESIGNED FOR PASSENGERS.**

41. During the Services Term, **PURCHASER** shall maintain **VIA** property in the same condition of said property at the commencement of the Services Term, normal wear and tear excepted.

42. Any damage to facilities or property must be reported to the Services Manager or the designated **VIA** employee in charge. The parties agree to inventory and inspect all property at the end of the Services Term in order to determine any damage to said property. In the event of damage, **PURCHASER** agrees to immediately pay **VIA** for all costs and expenses incurred in repairing such damage in addition to payment for usage of the facilities under this Services Agreement.

43. The Services Manager or designated **VIA** employee in charge is authorized to enforce all facility regulations and policies and empowered to order individuals off the premises for any reasons whatsoever.

44. This Services Agreement is not assignable. **PURCHASER** shall not sublet the premises or facilities in whole or in part.

45. In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of this Agreement to recover payment, or possession of the Premises, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either party, the prevailing party shall be entitled to recover as a part of such action or proceeding, reasonable attorney’s fees and court costs, including attorney’s fees and costs for appeal, as may be fixed by the court or jury. The term “prevailing party” shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, or otherwise.

46. Waiver by **VIA** of any breach of any term or condition of this Agreement shall not be a waiver of subsequent breaches of this Services Agreement. The acceptance of monies by **VIA** after any default or breach hereof, shall not be construed to waive any and all rights of **VIA** or affect any notice or legal proceeding that may result there from.

47. Any term or condition of the Services Agreement that is judicially determined to be unenforceable or void shall not render unenforceable or void any other term or condition of this Services Agreement. Such unenforceable or void terms or conditions shall be severed from the remainder of the Services Agreement and all of the terms and conditions shall nevertheless remain in full force and effect.

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48. The terms and conditions set forth in this Services Agreement shall be governed by and construed in accordance with the laws of the State of California.

49. The agent of PURCHASER executing this Services Agreement warrants that he/she has the authority to bind PURCHASER to the terms hereof.

PURCHASER (SIGNATURE OF AUTHORIZED AGENT)

BY: ___________________________ DATE: ___________
PRINT NAME: ____________________ TITLE __________________

VIA SERVICES, INC.

BY: ___________________________ DATE: 6/20/14
PRINT NAME: Leslie Davis TITLE: CEO/Pres.
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<td></td>
<td></td>
<td><strong>$749,890.90</strong></td>
</tr>
</tbody>
</table>
ATTACHMENT B
Please Bring This Document When You Check In.

1) Certificate of Liability Insurance
2) Complete list of participants (names and addresses) using property
3) A list of all emergency contact information for your group
4) List of all persons w/known allergies or health conditions requiring treatment, restriction or other accommodations while on site
5) For minors w/o a parent/guardian on site, signed permission to seek emergency treatment or signed religious waiver if appropriate
6) Balance of payment due

All of these items must be completed before commencement of property use.

REMEMBER

A maximum of 50 vehicles will be permitted to park on the property.
No Exceptions will be allowed.

Please bring this form with you when you check in.

Thank you.

For Purchaser (Signature of Authorized Agent):
By: __________________________
Date: __________________________
Print Name: __________________________