

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2014, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

KING'S COLLEGE TOURS, INC

(hereinafter referred to as "KCT"),
whose principal place of business is
P.O. BOX 681627 Miami, FL 33168

WHEREAS, KCT acts as an agent for SBBC by providing arrangements with the various service providers, including those that provide air and ground transportation, hotel accommodations, meals, sightseeing activities, and other events other services connected with this tour ("Service Providers"). Client acknowledges the foregoing and agrees to abide by the terms and conditions imposed by each Service Provider.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on March 23, 2015 and conclude on March 26, 2015.

2.02 **Participants.** A "Participant" as used herein may refer to the Client's employee or person under the Client's supervision, any member of the Client's student group, or any Adult Chaperone who will take part in the events and activities (the "Program") offered to the Client pursuant to the terms of this Agreement. The Client shall submit a complete and Final Number of

Participants by the Deposit & Final Number of Participants due date listed in the Deadlines Summary of this Agreement.

EVERY PARTICIPANT AND HIS/HER PARENT OR LEGAL GUARDIAN MUST SIGN A *PARTICIPANT RELEASE AND AGREEMENT*; AND EACH PARTICIPANT'S AGREEMENT MUST BE RECEIVED BY THE PARTICIPANT AGREEMENT DUE DATE REFLECTED IN THE DEADLINE SUMMARY OF THIS AGREEMENT.

2.03 Travel Dates, Destinations and Itinerary Changes

Travel dates and destinations are listed in the Program Details section of this Agreement. It may be necessary for KCT to modify the order in which schools, cities, or countries are visited, alter the duration of stay in any place, or arrange for alternate transportation or lodging accommodations. In the event that schedule changes are required, no refund will be provided, but KCT will make every effort to reschedule or substitute activities as appropriate.

2.04 Transportation, Lodging, Baggage and Meals

Ground Transportation: Where applicable and pursuant to the other terms of this Agreement, KCT will arrange for a ground carrier to provide chartered buses for transportation to various locations throughout the Program. It is anticipated that each bus will be equipped with VHS and/or DVD TV monitors, a lavatory facility, and air conditioning, but KCT cannot guarantee and does not represent that any of the foregoing amenities will be available on every bus. KCT is not liable for any inconvenient conditions that may be caused by the bus's condition or the contracted bus company. Due to space availability and variable sizes of buses used by ground carriers, KCT cannot guarantee that all Program Participants will ride together on the same bus. KCT is not responsible for schedule changes, delays caused by inclement weather, delays caused by mechanical failures, or any other delay or change in schedule that may be imposed by the carrier.

THE PASSENGER CONTRACT IN USE BY EACH GROUND CARRIER, WHEN ISSUED, SHALL CONSTITUTE THE SOLE CONTRACT PERTAINING TO GROUND TRAVEL AND SHALL BE BETWEEN THE CARRIER AND THE PARTICIPANT. CLIENT AGREES THAT KCT IS NOT LIABLE FOR ANY LOSSES OR CLAIMS WHATSOEVER RESULTING FROM KCT'S CHOICE OF GROUND CARRIER, OR FOR ANY OTHER REASON PERTAINING TO GROUND TRAVEL. CLIENT AGREES TO ABIDE BY ALL TERMS AND CONDITIONS UNDER THE GROUND CARRIER'S CONTRACT OF CARRIAGE.

Hotel / Lodging Accommodations: Where applicable and pursuant to the other terms of this Agreement, KCT will arrange for hotel/ lodging for the Participants. Each room will sleep a maximum of four (4) Participants. KCT is not liable for any inconvenient conditions that may be caused by the hotel(s). The Client will provide Rooming List by the date required in the Deadlines Summary of this Agreement. Any required upgrades

or changes to the number of Participants per room, or to the rooming lists shall be submitted by the Client in writing.

KCT can request special hotel rooming accommodations (such as placement, adjoining rooms, early check-in, late check-out, etc.) for Participants, but does not guarantee that any such accommodations will be honored by the hotel. KCT is not liable for any inconvenient conditions that may be caused by the hotel or lodging's condition. KCT is not responsible for schedule changes, delays caused by inclement weather or any other delay or change in schedule that may be imposed by the hotel or lodge.

THE CONTRACT IN USE BY EACH HOTEL OR LODGE, WHEN ISSUED, SHALL CONSTITUTE THE SOLE CONTRACT PERTAINING THERETO AND SHALL BE BETWEEN THE HOTEL OR LODGE AND THE PARTICIPANT. CLIENT AGREES THAT KCT IS NOT LIABLE FOR ANY LOSSES OR CLAIMS WHATSOEVER RESULTING FROM KCT'S CHOICE OF HOTEL OR LODGE, OR FOR ANY OTHER REASON PERTAINING TO LODGING ACCOMODATIONS. CLIENT AGREES TO ABIDE BY ALL TERMS AND CONDITIONS UNDER THE HOTEL OR LODGE'S CONTRACT FOR SERVICES.

Hotel Incidentals: Any hotel incidentals including (but not limited to) room service, movies, telephone calls, laundry service, etc. will be restricted at each property. In the event that any Participant incurs any incidental or additional charges, the payment for those charges will be the responsibility of the Client. No other charges other than sleeping rooms and any applicable meals referenced below in the Program Details section of this Agreement will be covered and included.

CLIENT AGREES TO COVER ANY INCIDENTAL OR ADDITIONAL COSTS OVER AND ABOVE WHAT IS INCLUDED IN THE PROGRAM DETAILS SECTION OF THIS AGREEMENT.

Hotel Night Security: Client has chosen one the following hotel night security options, which are listed in the Program Details of this Agreement:

(1) No hotel security will be provided. Curfew and orderly conduct must be managed by the group Chaperones.

Meals: KCT will make restaurant / dining accommodations based on scheduled destinations and timing. If any special dietary needs are required, KCT must be informed in writing by deadline specified in the Deadline Summary section of this Agreement.

CLIENT AGREES THAT KCT IS NOT LIABLE FOR ANY LOSSES OR CLAIMS WHATSOEVER RESULTING FROM KCT'S CHOICE OF MEAL ACCOMODATIONS, OR FOR ANY OTHER REASON PERTAINING TO MEAL ACCOMODATIONS.

Tour Staff and Supervision: KCT will arrange for tour director(s) to accompany the group. The sole responsibility of the tour director is to monitor and manage the quality of the Program. As such, the tour director will not be responsible for any Chaperone responsibilities including but not limited to the supervision of Participants.

Client Or Adult Chaperones: Chaperone supervisory responsibilities include but are not limited to: preventing Participant(s) illegal conduct, willful misconduct and/or negligent behavior; enforcement of curfews, ensuring promptness to any and all of the Program's scheduled events and departures; and insuring that Participants follow directions. Client agrees to provide an adequate number of Client or Adult Chaperones ("Chaperones") (but in any event there shall be not less than one) for the Participants in the group and assumes all liability for any failure to provide adequate supervision of the tour Participants. Any traveling Participant that is a Chaperone must sign and submit to KCT a Chaperone Agreement by the Agreement Deadline specified in the Deadline Summary section of this Agreement.

Misconduct Removal: KCT shall not be held liable for any illegal conduct, willful misconduct and/or negligent behavior by any Participant(s). KCT expressly reserves the right to exercise its discretion to cancel, suspend, or shorten the Program for any or all Participants as deemed necessary in the event of any illegal or willful misconduct by any Participants during the Program. KCT is hereby released of any and all claim(s) caused by illegal conduct, willful misconduct and/or negligent behavior of the Participant(s), in addition to, any claim(s) resulting in personal injury, (including death), or damage to property.

KCT reserves the right to remove any Participant(s), including Chaperones, from the Program for any reason, including but not limited to Participant's failure to cooperate with any KCT representative, Client Chaperone or the staff of any Service Provider. Causes for immediate removal include but are not limited to: (1) illegal activity of any kind, (2) sexual activity involving a minor (person under 18 years of age), (3) violence or threats of violence, (4) verbal harassment, (5) indecent behavior or language, and/or, (6) any act that threatens the health or safety of another person. In the event KCT must remove a Participant, it will immediately advise the parent(s) or legal guardian(s) of Participant(s) under the age of (18) eighteen of the necessity to remove. **At that time the parent(s) or legal guardian(s) will be responsible for any and all individual transportation and lodging expenses necessary to for their return.**

It is in the parent(s) and/or legal guardian(s) discretion whether or not he/she/they will meet the Participant(s) at the location where the removal takes place. If necessary, a Chaperone, at the Client or Chaperone's expense, may be required to leave the tour and remain with any Participant removed from the tour to ensure their safety and return home. Participants removed from the tour and any Chaperone(s) required to accompany them are not entitled to any refund.

Medical Emergencies: In the event of a medical emergency, KCT is not responsible for covering any costs for medical attention for any Participant(s). Each Participant shall be responsible for such costs individually and carry a health insurance card on the tour if insured. Each Participant will supply current information on medical conditions and contacts as required under the Participant Release and Agreement.

2.05 Deadlines

Number of Participants: The total cost of the tour is based on this number of Participants reflected in the Program Details section of this Agreement. The Client shall submit a complete and final number of Participants by the deposit & final number of participants due date listed in the Deadlines Summary of this Agreement. If the Client needs to modify the number of participants, this request must be submitted in writing to KCT before the final number of participants' cut-off date listed under the Deadline Summary of this Agreement. KCT expressly reserves the right to decline the modification of Participants. Should KCT choose to accept modification to the number of participants, the Client will be responsible for any additional cost for additional Participants, which will be communicated to the Client in an Amendment to this Agreement and Invoice. The Client must sign and submit the Amendment and payment specified in the Amendment's Deadline Summary. If the Client fails to submit the signed Amendment and payment by the dates included in the Amendment Deadline Summary, KCT may decline to modify the number of Participants and the terms of the original Agreement will prevail.

Final Payment: The total cost of the tour will be based on the number of participants submitted to KCT and documented in this Agreement or any addendum thereto. The Invoice shall indicate the total cost and final payment amount based on any changes to the number of Participants. **Client shall submit the final payment on or before the Final Payment Due Date specified in the Deadline Summary of this Agreement.**

Participant and Chaperone Lists & Agreements: Client shall provide KCT a list of all Participants and Chaperones by the dates specified in the Deadline Summary of this Agreement. KCT reserves the right to decline any proposed changes or additions to the list after these dates. Review the "Number of Participants" paragraph of this Agreement for additional details on modifying the number of Participants. Client shall submit all Participant and Chaperone Agreements by the date specified in the Deadline Summary of this Agreement.

Rooming Lists: Client shall provide KCT a list of all rooming assignments by the Rooming List Due Date listed on the Deadline Summary of the Agreement.

Special Accommodations: If any Participants require special accommodations, these requests should be submitted to KCT in writing by the Special Accommodation Deadline listed in the Deadline Summary of this Agreement.

Itinerary Change Policy: KCT agrees to provide a Program Itinerary to the Client not later than 60 calendar days prior to the scheduled Departure Date. The Client may request KCT to change the itinerary, the contents of services provided and other contents of the tour contract within a set time frame as designated by KCT. In this case, KCT will comply with the client's request to the reasonably practical extent. Any increase or reduction in any expenses resulting from the change in the contents of the tour contract shall be attributed to the client.

Payments: All payments must be received by the dates indicated in the Deadlines Summary of this Agreement. All payment deadlines and amounts are reflected in the Program Details section of this Agreement. Should the Client fail to make the payments required under the Program Details section, KCT may declare this Agreement terminated.

Cancellation/Refund Policy: If a cancellation is to be made regarding the services rendered, the Client must bear a cancellation fee- a penalty to be paid to transportation/accommodation facilities, etc., when canceling the arrangements already completed, as well as any other costs required for the change in the arrangements. Cancellation fees are as follows:

Cancellation Penalties:

60 days prior to the trip:	No penalty
59-30 days prior to the trip:	25% cancellation penalty
29-7 days prior to the trip:	50% cancellation penalty
6-0 days prior to the trip:	100% cancellation penalty

Refunds will be determined by the number of students actually traveling. Since the applicable rate is determined by the number of students traveling, there will be no refunds for students who cancel and cause a reduction of the number of students below the rate category charged to the group.

KCT will do everything possible to obtain refunds for the Client; however, any penalty assessed by the vendors will be passed along to the Client. Refunds can only be given to the Client if they are received from the vendors.

2.06 **Miscellaneous**

Addendums/Attachments to Agreement: The following documents are considered addendums to this contract and once agreed upon by both KCT and the SBBC are incorporated by reference

- 1) Participants Name Roster
- 2) Program Details
- 3) Participant's Release and Agreement

- (For each Participant)
- 4) Chaperone Release and Agreement
(For each Chaperone)
- 5) Hotel Rooming List

2.07 Program Details

The duration of the tour will be from **March 23th- 26th, 2015**. Any changes to tour dates will be in writing and incorporated as an Addendum to this Agreement, as approved by both KCT and the SBBC. The customized educational tour will include the following activities**:

Day 1: Monday, March 23, 2015 <u>1:00am</u> Motorcoaches depart from Ft Lauderdale <u>7:00am</u> Restroom Stop/ Breakfast Stop <u>8:00am</u> Depart to FAMU <u>9:00am</u> FAMU Information Session/ Campus Tour <u>11:00am</u> Lunch on FAMU's Campus (KCT pays) <u>12:00pm</u> Depart to Birmingham Alabama <u>5:00pm</u> Arrive at Hotel (Hyatt Place Birmingham) <u>7:00pm</u> Pizza Party at hotel (KCT pays)	Day 2: Tuesday, March 24, 2015 <u>7:00am</u> Wake up/ Breakfast in Hotel <u>8:00am</u> Depart to Civil Rights Tour <u>9:00am</u> Civil Rights Tour <u>11:00am</u> Lunch at Nicki's West (KCT pays) <u>1:00pm</u> Depart to Tuskegee University <u>3:00pm</u> Tuskegee University Campus Tour <u>5:00pm</u> Depart to Atlanta <u>8:00pm</u> Dinner (TBD) (KCT pays) <u>10:00pm</u> Depart to Hotel (Hyatt Place Atlanta) <u>10:30pm</u> Check in Hotel
Day 3: Wednesday, March 25, 2015 <u>7:00am</u> Wake up/ Breakfast at Hotel <u>8:00am</u> Depart to Clark Atlanta University <u>9:00am</u> Clark Atlanta Campus Tour begins <u>11:00am</u> Lunch at Clark Atlanta University (KCT pays) <u>12:00pm</u> Depart to Spelman/ Morehouse <u>1:00pm</u> Spelman/Morehouse Campus Tour <u>2:00pm</u> Depart to Orlando Florida <u>7:00pm</u> Depart to Dinner Golden Corral (KCT pays) <u>9:00pm</u> Check in Hotel (Hyatt Place Orlando)	Day 4: Thursday, March 26, 2015 <u>8:00 am</u> Wake up/ Breakfast at hotel <u>9:00am</u> Depart to Fun Spot <u>11:00am</u> Lunch at Fun Spot (KCT pays) <u>2:00pm</u> Depart to Ft. Lauderdale Florida <u>5:00pm</u> Restroom Break <u>6:00pm</u> Arrive back in Fort Lauderdale

**** This itinerary is tentative and may change based on scheduling and availability. In the event that any of the above schools and/or activities are not available during the scheduled tour dates, CE reserves the right to make comparable replacements. The Client will be consulted regarding any replacements.**

Under the terms of this Agreement, the aforementioned Program allows for a maximum of **ninety-nine (99)** student Participants and **ten (10)** adult Chaperones; a total of **one hundred nine** Participants; and the following accommodations:

- **Hotel Rooms:** KCT will provide **twenty-eight (28)** hotel rooms for **three (3)** consecutive nights (**23** rooms at quad-occupancy and **5** rooms at double occupancy).
- **Hotel Security:** No hotel security will be provided. Curfew and orderly conduct must be managed by the group Chaperones.
- **Transportation:** KCT will provide roundtrip and daily local motor coach transportation from Fort Lauderdale, FL via **two (2)** chartered motor coaches.

- **Activities:** KCT will provide admission/access to all of the activities and attractions as listed in the above itinerary.
- **Meals:** KCT will provide meal accommodations for **three (3)** days as indicated in the above itinerary.
- **Tour Director:** KCT will provide **two (2)** tour directors for the duration of the tour as travel accommodations permit.

2.08 Cost of Tour and Payment Terms

(a) The Total Cost of the tour to be paid by the SBBC is **forty-six thousand, seven hundred and twenty eight dollars and zero cents (\$46,728.00)**. The per person cost of **four hundred twenty-eight dollars and seventy cents (\$428.70)** is based on **ninety-nine (99) paying student** participants and **ten (10) non-paying adult chaperone** participants.

(b) The SBBC agrees to pay KCT based on the following payment schedule:
21% of the total balance, **ten thousand dollars (\$10,000.00)**, due by December 19, 2014.

79% of the total balance, **thirty-six thousand, seven hundred twenty-eight dollars (\$36,728.00)** due in full 30 days prior to trip.

(c) Any increase or reduction in any expenses resulting from the change in the contents of this contract shall be attributed to the SBBC.

(d) All payments made by the SBBC under this Agreement shall be made in the form of a company / organization check to: King's College Tours, P.O. BOX 681627 Miami, FL 33168.

The School Board of Broward County Deadline Summary

<u>Action</u>	<u>Due Date</u>
Contract Due:	October 21, 2014
Deposit & Number of Participants Due:	December 19, 2014 Deposit Amount: \$10,000
Final Number of Participants Cut-Off (number of Participants cannot change after this date):	January 15, 2015
Notification of Special Accommodations Required:	January 15, 2015
Participant Name Roster Due:	January 15, 2015
Participant & Chaperone Agreements Due:	February 15, 2015
Rooming List Due:	February 15, 2015
Itinerary Changes Due:	January 15, 2015

Final Payment Due Date	February 23, 2015
	Final Payment Amount: \$36,728.00

- _____ **Program Details** I have reviewed all components and terms of the Program Details, the Cost of Tour and Payment Terms
- _____ **Itinerary** I understand that the tour itinerary is tentative. It will be confirmed after this service agreement is executed and booking is confirmed. I will be consulted if major modifications are necessary.
- _____ **Number of Participants** I understand that the cost of the tour is based on the number of participants. The total cost and per person cost will be impacted if the number or participants is increased or decreased. Any change to the total number of participants must be sent in writing to KCT by the "Number of Final Participants Cut-Off Date" listed above.
- _____ **Travel Identification** I understand that it is the responsibility of each participant to ensure that he / she has proper Government Identification for travel. I understand that international travel requires a Passport for both entry and exit of included destinations.

2.09 **Inspection of King's College Tours Records by SBBC.** King's College Tours shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All King's College Tours Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by King's College Tours or any of King's College Tours payees pursuant to this Agreement. King's College Tours Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. King's College Tours Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **King's College Tours Records Defined.** For the purposes of this Agreement, the term "King's College Tours" Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to King's College Tours Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to King's College Tours pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide King's College Tours reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to King's College Tours facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by King's College Tours to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any King's College Tours claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by King's College Tours in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by King's College Tours. If the audit discloses billings or charges to which King's College Tours is not contractually entitled, King's College Tours shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. King's College Tours shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by King's College Tours to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to King's College Tours pursuant to this Agreement and such excluded costs shall become the liability of King's College Tours.

(h) Inspector General Audits. King's College Tours shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.10 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is

changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Dr. Laurel Thompson
Director of Student Services Department
The School Board of Broward County, Florida
1400 NW 14th Court
Fort Lauderdale, FL 33311

To King's College Tours: King's College Tours
P.O. Box 681627
Miami, FL 33168

With a Copy to: Mr. Antonio King
King's College Tours
P.O. Box 681627
Miami, FL 33168

2.11 Background Screening: King's College Tours agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of King's College Tours or its personnel providing any services under the conditions described in the previous sentence. King's College Tours shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to King's College Tours and its personnel. The parties agree that the failure of King's College Tours to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. King's College Tours agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from King's College Tours' failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.12 Liability. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By King's College Tours: King's College Tours agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by King's College Tours, its agents, servants or employees; the equipment of King's College Tours, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of King's College Tours or the negligence of King's College Tours' agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by King's College Tours, SBBC or otherwise.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective

as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration:** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

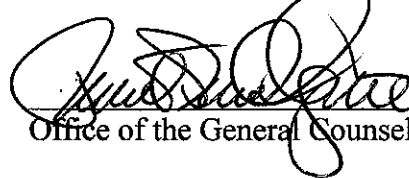
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Patricia Good, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 08/23/14
Office of the General Counsel

FOR King's College Tours

(Corporate Seal)

ATTEST:

King's College Tours, Inc.

By Antonio King

_____, Secretary

-or-

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 12 day of September, 20 14 by Antonio King of

Name of Person

King's College Tours, Inc., on behalf of the corporation/agency.

Name of Corporation or Agency

He/She is personally known to me or produced Personally known to me as identification and did/did not first take an oath. Type of Identification

My Commission Expires:
February 24, 2018

Brenda G. Burse
Signature – Notary Public

(SEAL)



BRENDA G. BURSE
MY COMMISSION # FF 070757
EXPIRES: February 24, 2018
Bonded Thru Budget Notary Services

Brenda G. Burse
Printed Name of Notary

FF070757
Notary's Commission No.