

AGREEMENT

THIS AGREEMENT is made and entered into as of this 27 day of October, 2010, 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

Sonshine Educational Tours, Inc.
(hereinafter referred to as "Sonshine")
a Florida corporation for profit,
whose principal place of business is
5401 University Drive Suite 201
Coral Springs FL 33067.

WHEREAS, the SBBC was awarded a three-year Teaching American History grant by the federal government in the amount of \$1,000,000.00; and

WHEREAS, the SBBC is entering the second year of grant implementation; and

WHEREAS, the purpose of this grant is to increase the content knowledge and improve the teaching practices of American History teachers in Broward County; and

WHEREAS, Sonshine is willing to provide intensive training on the history of the United States with a focus on the 20th Century time period to 38 or less SBBC teachers for the purpose of increasing content knowledge in American History.

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.** The term of this agreement shall commence upon its execution by all parties and shall conclude on June 17, 2011.

2.02 **Scope of Services.** Sonshine agrees to develop, plan and coordinate a field trip experience to the historic sites on the Attachment A which is incorporated herein by reference.

2.03 **District Obligations.** The SBBC agrees to work cooperatively with Sonshine to accomplish the goals as set forth in Attachment A. SBBC will make payments on time as indicated on Attachment A. SBBC will provide a name list for airlines and rooming list 60 days prior to the trip.

2.04 **Payment:** The fees due from SBBC shall be payable in three installments, \$50 non-refundable due upon acceptance by the SBBC. This will be used to confirm airline reservations. 2nd non-refundable deposit of \$500 due March 6th, Final payment, in an amount to be determined based on participation as indicated on rate page of Attachment A shall be due May 6th.

2.05 **Responsibility:** Sonshine will act only as an agent and does not own, operate or have control over the independent suppliers providing hotel accommodations, transportation, sightseeing, activities, restaurants and other services connected with this tour. Sonshine is not responsible for any injury, damage, loss, accident, delay or any other incident which may be caused by negligence, defect, or default of any company or person performing these services, or by sickness, weather, strikes, terrorist act, acts of nature or other causes. Sonshine is not responsible for baggage or the personal effects of an individual on the trip.

2.06 **Insurance:** Sonshine shall maintain insurance coverage for comprehensive commercial general liability by a carrier that is licensed to provide such coverage in the State of Florida.

Proof of such insurance is on record with the Supply and Logistics Department of the SBBC. Sonshine shall provide written notice to SBBC at least 30 (thirty) days prior to any cancellation, non-renewal, or material modifications of the aforementioned policies.

2.07 **Changes and Cancellation:**

Airline cancellation penalties: Deposits are non-refundable but transferable to another person on the waiting list as long as your numbers do not change. Tickets are non-refundable once issued but may be transferred to another traveler on the waiting list for a \$100 per person fee.

OTHER CANCELLATION PENALTIES: Payable by SBBC

120 – 60	Days prior to the trip:	\$40 per seat penalty
59 – 31	Days prior to the trip:	50% cancellation penalty
30 – 15	Days prior to the trip:	75% cancellation penalty
14 – 0	Days prior to the trip:	100% cancellation penalty

NO shows - NO refunds

Sonshine will take all reasonable steps to obtain refunds for SBBC. Any penalty assessed by the vendors, especially the Hotel and the Transportation means, will be passed along to the SBBC.

Refunds can only be given to the SBBC if they are received from the vendor .

2.08 **Background Screening:** Sonshine 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 Sonshine or its personnel providing any services under the conditions described in the previous sentence. Sonshine 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 Sonshine and its personnel. The Parties agree that the failure of Sonshine 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. Sonshine 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 in Sonshine's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.09 **Indemnification:**

A. By SBBC: SBBC agrees to be fully responsible for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein shall be construed as a waiver of any rights or limits to liability existing under Section 768.28, Florida Statutes.

B. By Sonshine: Sonshine 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 Sonshine, its agents, servants or employees; the equipment of Sonshine, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Sonshine or the negligence of Sonshine 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 Sonshine, 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 as a waiver of any rights or limits to liability existing under Section 768.28, Florida Statutes.

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 **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.04 **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. However, SBBC shall be responsible upon termination for any cancellation fees payable under section 2.07 of this agreement.

3.05 **Records.** 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.

3.06 **Entire 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.

3.07 **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.

3.08 **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.

3.09 **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. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.10 **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.

3.11 **Governing Law.** 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.

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

3.13 **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.

3.14 **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.

3.15 **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.

3.16 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.17 **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: Marie Feeney-DiRito
600 Southeast Third Avenue
Ft. Lauderdale, FL 33301

To Sonshine: Sonshine Educational Tours
5401 University Drive Suite 201
Coral Springs FL 33067

3.18 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience 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 **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.

3.20 **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.

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

FOR SBBC

(Corporate Seal)

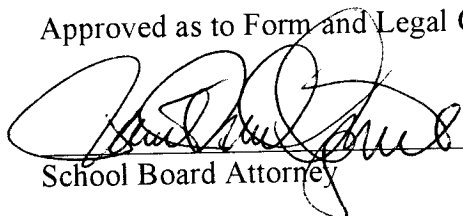
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Benjamin J. Williams, Chair

James F. Notter, Superintendent of
Schools

Approved as to Form and Legal Content:



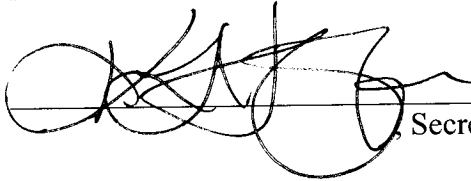
School Board Attorney

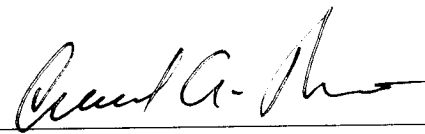
FOR Sonshine Educational Tours, Inc.

(Corporate Seal)

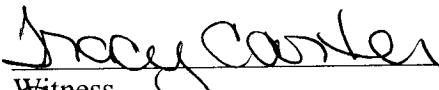
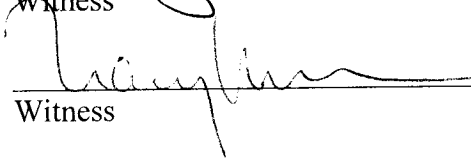
Sonshine Educational Tours, Inc.

ATTEST:


Secretary

By 

-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 Broward


The foregoing instrument was acknowledged before me this 27th day of October, 2010 by Conrad A. Beton of Sonshine Educational Tours, Inc, on behalf of the corporation/agency.

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

My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA
 Megan L. Mankowski
Commission #DD723911
Expires: OCT. 10, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

(SEAL)


Signature – Notary Public

Megan Mankowski
Printed Name of Notary

DD723911
Notary's Commission No.