

**AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of February, 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

**CE Tours**

(hereinafter referred to as "CE"),  
whose principal place of business is  
5501 Independence Parkway, Suite 310, Plano, TX 75023

**WHEREAS**, CE desires to act 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 2 – 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 February 19, 2014 and conclude on March 30, 2014.

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 CE 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 CE will make every effort to reschedule or substitute activities as appropriate.

**2.04 Transportation, Lodging, Baggage and Meals.** **Air Transportation:** Where applicable and pursuant to the other terms of this Agreement, CE will arrange for air travel on commercial air carriers for all Participants. Due to space availability and variable sizes of aircraft used by air carriers, CE cannot guarantee non-stop or direct flights, or that all Program Participants will fly together on the same flight. CE is not responsible for any delay imposed by the airline, including air schedule changes, flight delays, delays caused by inclement weather or mechanical failures.

**Baggage:** At check-in each Participant's checked baggage may be subject to additional fees that vary by airline and are not included in the tour costs indicated herein. Any and all checked baggage fees are the sole responsibility of the Participant and not of CE or its affiliates.

CE will not be responsible for the contents or condition of any baggage or personal effects of any Participants. Individual Participants are responsible for purchasing a travel insurance policy, if desired, to cover expenses associated with the loss of luggage or personal effects. Client agrees to abide by all airports', state and federal laws and regulations pertaining to the transportation of baggage, including, but not limited to, any checked baggage fees.

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

**Passports and Visas:** Each Participant must be in possession of the appropriate documentation required for air travel and travel abroad. It is recommended that a school-issued photo identification or birth certificate be used by Participants traveling under the age of 18. CE representatives will not be available to assist with the check-in process for Participants and is not responsible for obtaining passports, visas or other required documentation for Participants. Non-U.S. citizens should contact the Embassy or Consulate of their destination countries for specific entry requirements. If a Participant is unable to obtain a required document, CE's Cancellation Policy will apply.

These requirements are in addition to any regulations and requirements that may be imposed on the Participants by the individual airports and any state and/ or federal laws. Although most travel, including travel to international destinations, is completed without incident, travel to certain destinations may involve greater risks than others. Client agrees to evaluate all Government and the Federal Aviation Administration travel warnings, announcements, and advisories issued by the before when traveling. Client acknowledges that information on conditions in various countries and the level of risk associated with travel to particular international destinations can be found in the public domain on websites included, but not limited to [www.state.gov](http://www.state.gov), [www.tsa.gov](http://www.tsa.gov), [www.dot.gov](http://www.dot.gov), [www.faa.gov](http://www.faa.gov), [www.cdc.gov](http://www.cdc.gov), [www.treas.gov/ofac](http://www.treas.gov/ofac), and [www.customs.gov](http://www.customs.gov).

By offering travel to particular international destinations, CE does not represent or warrant that travel to such point is advisable or without risk. CE does not in any way accept liability for damages, losses, or delays that may result from improper documents for entry, exit, length of stay, or from travel to such destinations.

Ground Transportation: Where applicable and pursuant to the other terms of this Agreement, CE 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 CE cannot guarantee and does not represent that any of the foregoing amenities will be available on every bus. CE 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, CE cannot guarantee that all Program Participants will ride together on the same bus. CE 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 CE IS NOT LIABLE FOR ANY LOSSES OR CLAIMS WHATSOEVER RESULTING FROM CE'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, CE will arrange for hotel/ lodging for the Participants. Each room will sleep a maximum of four (4) Participants. CE 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.

CE 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. CE is not liable for any inconvenient conditions that may be caused by the hotel or lodging's condition.

Due to space availability and variable sizes of hotels and lodges, CE cannot guarantee that all Program Participants will be housed together in the same hotel or lodge. CE 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 CE IS NOT LIABLE FOR ANY LOSSES OR CLAIMS WHATSOEVER RESULTING FROM CE'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, which is 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.

**CLIENT AGREES THAT CE IS NOT LIABLE FOR ANY LOSSES OR CLAIMS WHATSOEVER RESULTING FROM CE'S CHOICE OF SECURITY, OR FOR ANY OTHER REASON PERTAINING TO HOTEL NIGHT SECURITY.**

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

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

**Tour Staff and Supervision:** CE 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 CE a Chaperone Agreement by the Agreement Deadline specified in the Deadline Summary section of this Agreement.

**Misconduct Removal:** CE shall not be held liable for any illegal conduct, willful misconduct and/or negligent behavior by the any Participant(s). CE 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. CE 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.

CE 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 CE 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 CE 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, CE 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 CE before the Final Number of Participants Cut-Off date listed under the Deadline Summary of this Agreement. CE expressly reserves the right to decline the modification of Participants. Should CE chooses to accept modification to the Number of Participants, the Client will be responsible for any additional cost for additional Participants, which will 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, CE may decline to modify the number or Participants and the terms of the original Agreement will prevail. Modification requests to the Number of Participants received after the Final Number of Participants Cut-Off date will be subject to a change fee equal to 2% of the total contracted price and will be included in the Amendment to this Agreement and Amended Invoice.

**Final Payment:** The total cost of the tour will be based on the Number of Participants submitted to CE 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 CE a list of all Participants and Chaperones by the dates specified in the Deadline Summary of this Agreement. CE reserves the right to decline any proposed changes or additions to the list after these dates. Review the "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 CE 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 CE in writing by the Special Accommodation Deadline listed in the Deadline Summary of this Agreement.

**Itinerary Change Policy:** Client shall submit all itinerary change requests in writing by the due date listed in the Deadline Summary of this Agreement. After this date, CE will not be able to guarantee that it can accommodate any itinerary change requests. Any approved itinerary changes requested after the Change Request deadline will be subject to a change fee equal to 2% of the total contracted cost of the Program plus any additional expenses that may be incurred by CE in accommodating those changes. CE reserves the right to refuse any changes to the itinerary.

CE agrees to provide a Program Itinerary to the Client not earlier than 30 days and not later than 14 calendar days prior to the scheduled Departure Date. CE will make every effort to ensure your tour includes all activities in the proposed itinerary and your change requests. However, CE reserves the right to modify the itinerary and makes no guarantee that the final itinerary will be identical to the proposed itinerary or include your change requests.

**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, CE may declare this Agreement terminated. In the event that CE decides to terminate this Agreement, any and all payments made on the part of the Client shall be forfeited and retained by CE. In addition, Client agrees that any and all costs and expenses, sustained by CE due to the termination of this Agreement, including but not limited to booking cancellation fees, costs imposed by the airlines, hotel or ground transportation carrier, and attorney's fees related to the termination and/ or enforcement of the terms of this Agreement shall be paid by Client.

**Late Policy:** If the client fails to submit any payments, and/or required by the due date listed in the Deadline Summary, the Client will be subject to a late payment penalty equal to 2% of the total contracted cost of the Program in addition to any balance owed. If Client fails to submit the total balance including all penalties, in full, at least two weeks prior to the scheduled departure, CE may cancel the trip at its discretion.

**Cancellation Policy:** The Client may cancel this Program by providing written notice to within three (3) calendar days after the execution of this Agreement without penalty. In the event that Client fails to notify CE of its intent to cancel within the required time period, or the Client defaults in any way, 25% of the total contracted amount will be retained by CE as a non-refundable setup fee. The Client will be responsible for paying any booking or cancellation fees associated with any cancellation or default under this Agreement.

**The Client will only be entitled to a refund if notice of cancellation is submitted in writing with confirmed receipt via US Mail to CE Educational Travel, P.O. Box 423, Allen, TX 75013 within three calendar days of the date of this Agreement.**

**2.06 Miscellaneous. Addendums/Attachments to Agreement:** The following documents are considered addendums to this contract and once agreed upon by both CE and the Client 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

**Waiver of Liability and Indemnification:**

(a) All services and accommodations are subject to the laws and regulations of the country or state in which they are provided. CE is not responsible for lost baggage, passports, airline tickets or other documents.

**2.07 Program Details.** The duration of the tour will be from March 24<sup>th</sup>- 27<sup>th</sup>, 2014. Any changes to tour dates will be in writing and incorporated as an Addendum to this Agreement, as approved by both CE and the Client. The customized educational tour will include the following activities\*\*:

**March 24, 2014**

- Early AM departure from Fort Lauderdale, FL
- Travel to Orlando, FL (~3 hours)
- Visit University of Central Florida
  - Lunch\* on campus
- Travel to Daytona Beach, FL (~1 hour)
- Visit Bethune-Cookman University
- Travel to Charlotte, NC (~8 hours)
- Dinner
- Hotel check-in

**March 26, 2014**

- Breakfast at hotel and check-out
- Visit Benedict College
  - Lunch\* on campus
- Visit University of South Carolina
  - Lunch on campus
- Travel to Orangeburg, SC (~1 hour)
- Visit All Star Bowling Lanes: Site of the Orangeburg Massacre
- Dinner
- Hotel check-in

**March 25, 2014**

- Breakfast at hotel and check-out
- Visit Johnson C. Smith University
  - Lunch\* on campus
- Travel to Greensboro, NC (~1.5 hours)
- Visit North Carolina A&T University
- Visit the International Civil Rights Center & Museum (former F.W. Woolworth retail store, site of "sit-ins")
- Travel to Columbia, SC (~3.5 hours)
- Dinner
- Hotel check-in

**March 27, 2014**

- Breakfast at hotel and check-out
- Visit South Carolina State University
  - Lunch\* on campus
- Visit Claflin University
- Travel to Fort Lauderdale, FL (~10 hours)
- Dinner en route
- End of Tour

*\*\* 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 **fifty (50)** student Participants and **five (5)** adult Chaperones; a total of **fifty-five (55)** Participants; and the following accommodations:

- **Hotel Rooms:** CE will provide **sixteen (16)** hotel rooms for **three (3)** consecutive nights (13 rooms at quad-occupancy and 3 rooms at double occupancy).
- **Hotel Security:** CE **WILL NOT** provide hotel night security.
- **Motor Coach Transportation:** CE will provide roundtrip and daily local motor coach transportation from Fort Lauderdale, FL via **one (1)** chartered motorbus.
- **Activities:** CE will provide admission/access to all of the activities and attractions as listed in the above itinerary.
- **Meals:** CE will provide **breakfast and dinner** meal accommodations for **four (4)** days as indicated in the above itinerary. This includes breakfast on days 2, 3, and 4,



and dinner on days 1, 2, 3, and 4. This does not include the following meals:  
**lunches.** CE does not provide breakfast on the first day of touring.

- **Tour Director:** CE will provide one (1) 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 Client is **twenty-nine thousand, six hundred forty-five dollars and zero cents (\$29,645.00).** The per person cost of **five hundred ninety-two dollars and ninety cents (\$592.90)** is based on **fifty (50) paying student Participants** and **five (5) non-paying adult chaperone Participants.**

(b) The Client agrees to pay CE a total of **twenty-nine thousand, six hundred forty-five dollars and zero cents (\$29,645.00)** seven (7) days from the execution of the contract.

(c) In the event the Number of Participants changes after this Agreement has been executed, the client must notify CE of this change by **February 27, 2014** to receive an adjustment on the Total Cost. The Client will be subject to a change fee equal to 2% of the total contracted cost of the Program plus any additional expenses associated with modifying the final participants. If the Client fails to notify CE of any change in the number of participants before the final number cut-off date stipulated on the last page of this contract, the total cost will remain **twenty-nine thousand, six hundred forty-five dollars and zero cents (\$29,645.00)** and will only accommodate **fifty-five (55) Participants.**

(d) All payments made by Client under this Agreement shall be made in the form of a postal money order, company / organization check, or money wire transfer to: CE Educational Travel, LLC., PO. Box 423, Allen, TX 75013. Cash and personal checks are not accepted.

If Client fails to make the required payments outlined in paragraph (b) of the Program Details, CE may determine this Agreement null and void. All non-refundable payments made by the Client shall be forfeited. In addition, any and all cancellation costs incurred by CE will be the Client's responsibility and must be paid to CE.

**The School Board Of Broward County Deadline Summary**

<b><u>Action</u></b>	<b><u>Due Date</u></b>
Contract Due:	<b>February 19, 2014</b>
Final Number of Participants Due:	<b>Within three weeks of contract execution</b>
Final Number of Participants Cut-Off (number of Participants cannot change after this date):	<b>February 27, 2014</b>
Notification of Special Accommodations Required:	<b>February 27, 2014</b>

Participant Name Roster Due:	February 27, 2014
Participant & Chaperone Agreements Due:	February 27, 2014
Rooming List Due:	February 27, 2014
Itinerary Changes Due:	February 27, 2014
Final Payment Due Date	February 27, 2014
Final Payment Amount: \$29,645.00	

\_\_\_\_\_ **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 of participants is increased or decreased. Any change to the total number of participants must be sent in writing to CE 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.

\_\_\_\_\_ **Airline Baggage** I understand that the baggage fees are not included in the cost of the tour provided by CE Educational Travel. I understand that each participant will be responsible for paying their individual baggage fees at the time of travel.

**2.09 Inspection of CE's Records by SBBC.** CE 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 CE's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit when approved by both parties in the event of an emergency or legal proceeding. Inspection, examination, evaluation and/or reproduction, will be conducted 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 CE or any of CE's payees pursuant to this Agreement. CE's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, and verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **CE's Records Defined.** For the purposes of this Agreement, the term "CE's Records" shall include, without limitation 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 CE's 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 one (1) year after the date of final payment by SBBC to CE pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide CE 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 CE's 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 CE 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 CE's claims for payment by SBBC.

(g) Inspector General Audits. CE 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: Director of Student Services  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

To CE Tours: Ashley Hamilton  
CE Tours  
5501 Independence Parkway, Suite 310  
Plano, TX 75023

**2.11 Background Screening:** *CE* 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 includes the tour bus drivers with whom *CE* will contract, the tour director of *CE*, and the *CE* Operations Manager, but does not include other adults with whom the students may come into contact on the tour, i.e. waiters and waitresses, faculty and staff members of the colleges and universities, hotel personnel. This background screening will be provided by *CE* or conducted by SBBC in advance of *CE* or its personnel providing any services under the conditions described in the previous sentence. *CE* 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 *CE* and its personnel. The parties agree that the failure of *CE* 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. *CE* 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 failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

**2.13 Indemnification.** 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 *CE*: *CE* agrees to be fully responsible 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.

### **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 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.

**3.06 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 contract 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.

3.7 **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 Section 1002.22, Florida Statutes, or 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 Section 1002.22, 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.

3.8 **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.

3.9 **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.

3.10 **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.

3.11 **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.

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

3.15 **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.

3.16 **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.

3.17 **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.

3.18 **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.

3.19 **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.

3.20 **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.

3.21 **Survival.** All representations and warranties made herein regarding 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.

3.22 **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)

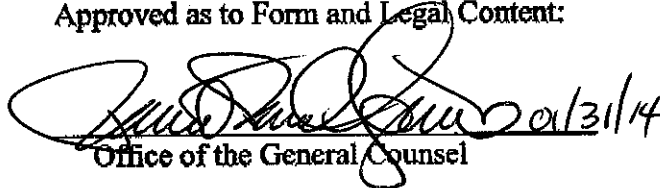
**THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA**

**ATTEST:**

By \_\_\_\_\_  
Patricia Good, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

  
Office of the General Counsel 01/31/14

**FOR CE Tours**

(Corporate Seal)

ATTEST:

CE Tours

By 

\_\_\_\_\_, Secretary

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 TexasCOUNTY OF Collin

The foregoing instrument was acknowledged before me this 28th day of January, 2014 by Chawnta Harden of

Name of Person

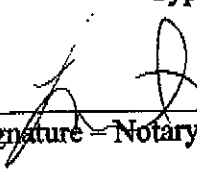
CE Tours, on behalf of the corporation/agency.

Name of Corporation or Agency

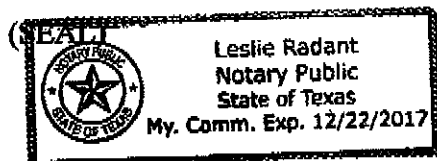
He/She is personally known to me or produced \_\_\_\_\_ as  
identification and did/did not first take an oath. \_\_\_\_\_

Type of Identification

My Commission Expires:

  
Signature - Notary PublicLESUERADANT

Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.