

**CONTRACT NAME: AGREEMENT BETWEEN GRAYS  
HARBOR HISTORICAL SEAPORT AUTHORITY VOYAGES  
OF DISCOVERY AND DAVIS JOINT UNIFIED SCHOOL  
DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** These contracts between “GHHSA” Voyages of Discovery and DJUSD will provide dockside presentations for North Davis Elementary students on the life of a sailor in the late 1700s.

Different groups of students will travel to Sacramento on November 1, 2016, November 3, 2016 and November 4, 2016. The cost of the trip is \$8 per student/adult and will be paid by donations.

# "GHSA" VOYAGES OF DISCOVERY DOCKSIDE CONTRACT

P.O. Box 2019 Aberdeen, WA 98520

800-200-5239 Fax: 360-533-9384

5/6/2016

<b>SCHOOL: NORTH DAVIS ELEMENTARY</b>		<b>SCHOOL PHONE:</b>	530-757-5475
<b>CONTACT: KAREN LUKE</b>	<b>EMAIL:</b>	<b>CELL PHONE:</b>	(916) 761-6835
<b>ADDRESS: 555 E. 14TH STREET</b>		<b>Fax #:</b>	530-757-5477
<b>DAVIS CA 95616</b>		<b>CONTRACT DATE:</b>	5/6/2016
<b>Eich/Yazdani Class</b>			
<b>PORT OF CALL:</b>	SACRAMENTO		
<b>PROGRAM DATE:</b>	11/1/16	<b>TYPE:</b>	DOCKSIDE
<b>PROGRAM TIME:</b>	1:30pm	<b>- TO -</b>	2:30pm
<b>TOTAL PARTICIPANTS, STUDENTS &amp; ADULTS:</b>		39	
<b>\$ PER PERSON:</b>	\$8.00	<b>INVOICE #:</b>	37831-110116
<b>DISCOUNT:</b>		<b>GRADE:</b>	4
<b>CLASS PACK FEE:</b>		<b>REFUND:</b>	
<b>TOTAL \$:</b>		<b>BALANCE DUE:</b>	\$312.00
		<b>DEPOSIT DUE UPON RECEIPT:</b>	
		<b>Deposit amount</b>	\$62.40

**NOTE:** The deposit amount is part of total due, after deposit has been paid an invoice will be issued. The deposit amount will be deducted from the total due and the remaining balance will be due. Please do not pay the deposit and the total due, that would be an overpayment.

**CHANGES:** Call the office for space available then note any changes to the above details before signing & returning the contract with your payment or PO. These changes will be accommodated if possible. **\*\*YOU ARE RESPONSIBLE FOR FULL PAYMENT FOR THE NUMBER OF PLACES RESERVED\*\*.** Payment is expected for all participants, this includes students, teachers, chaperones, etc.

**CONFIRMATION:** The reservation date cannot be confirmed until receipt of this contract, signed, & the payment has been received. There is a (15) fifteen-person minimum requirement on each ship in order for the program to run. Groups may be added together to meet this requirement.

**PAYMENT:** You must sign and return this contract with your payment to confirm your reservation. The payment should be submitted by cash, money order, Purchase Order, or check made payable to "Grays Harbor Historical Seaport" & include the School Name, Date of Program, & Invoice #. Payment in full must be received 14 days prior to commencement of the program, or arrangement made with the office. **No-shows and late arrivals will be charged at the full price - no exceptions.**

**CANCELLATION POLICY:** Full payment is due upon receipt of program agreement. Refunds are allowed if the cancellation is made up to 21 days before the program start date. No refunds will be made after that point. Please allow up to two weeks for refunds to be processed once approved.

**WEATHER:** Programs run rain or shine. The captains may cancel programs due to weather which is deemed to be unsafe. In this case, the preferred course is to reschedule. All final decisions regarding the safety of the ship & persons shall rest with the captains of the vessels.

**BRING:** You will need to bring a manifest of all participant names to give to the education coordinator/crew on the day of your program. This is per U.S. Coast Guard regulations.

**TRAVEL:** The Lady Washington and her partner are not responsible for the transportation, care, or supervision of students or persons to & from the ships.

**BOAT ASSIGNMENT:** U.S. Coast Guard regulations limit Lady Washington to 45 passengers and Hawaiian Chieftain to 39 passengers. Individuals in excess of these numbers will not be allowed on board. Your group will be assigned to vessels by crewmembers while dockside before the program commences. However; you are not guaranteed access to a specific vessel, although every effort will be made to accommodate your request. Space cannot be promised or reserved for individual students or chaperones on a specific boat unless capacity is met.

**PHOTOGRAPHY/MEDIA:** Employees and/or volunteers with GHSA may take photos or video of your educational program. All photos and video taken by GHSA employees or volunteers are used for the sole purpose of promoting GHSA's education programs and will not be sold, loaned, or given to third parties, including media, without the express permissions of the school, parents, or guardians. If you are contacted by media, GHSA requests that you inform us immediately and we will coordinate media activities. If media contacts GHSA, we will refer media to you for information on school media policies, such as photography of minors.

*No photos allowed.*

**I THE UNDERSIGNED, HAVE READ, UNDERSTAND & AGREE TO THE TERMS & CONDITIONS STATED ON THIS FORM FOR PARTICIPATION IN THE VOYAGES OF DISCOVERY PROGRAMS.**

Authorized Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

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P.O. Box 2019 Aberdeen, WA 98520

800-200-5239 Fax: 360-533-9384

5/6/2016

SCHOOL: NORTH DAVIS ELEMENTARY		SCHOOL PHONE:	530-757-5475
CONTACT: KAREN LUKE	EMAIL: KLUKE@DJUSD.NET	CELL PHONE:	(916) 761-6835
ADDRESS: 555 E. 14TH STREET DAVIS CA 95616		Fax #:	530-757-5477
		CONTRACT DATE:	5/6/2016
PORT OF CALL: SACRAMENTO			
PROGRAM DATE: 11/3/16	TYPE: DOCKSIDE	DEPOSIT DUE UPON RECEIPT:	
PROGRAM TIME: 1:30pm	- TO - 2:30pm	Deposit amount	\$62.40
TOTAL PARTICIPANTS, STUDENTS & ADULTS: 39		INVOICE #:	37831-110316
\$ PER PERSON: \$8.00	GRADE: 4	REFUND	
DISCOUNT:			
CLASS PACK FEE:	TOTAL \$: \$312.00	BALANCE DUE:	\$312.00

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<b>DAVIS CA 95616</b>		<b>CONTRACT DATE:</b>	5/6/2016
<b>PORT OF CALL:</b> SACRAMENTO			
<b>PROGRAM DATE:</b>	11/4/16	<b>TYPE:</b>	DOCKSIDE
<b>PROGRAM TIME:</b>	1:30pm	<b>- TO -</b>	2:30pm
<b>TOTAL PARTICIPANTS, STUDENTS &amp; ADULTS:</b>		<b>INVOICE #:</b>	37831-110416
39		<b>DEPOSIT DUE UPON RECEIPT:</b>	
<b>\$ PER PERSON:</b>	\$8.00	<b>Deposit amount</b>	\$62.40
<b>DISCOUNT:</b>		<b>GRADE:</b>	4
<b>CLASS PACK FEE:</b>		<b>REFUND</b>	
<b>TOTAL \$:</b>	\$312.00	<b>BALANCE DUE:</b>	\$312.00

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Authorized Administrator: \_\_\_\_\_ Date: \_\_\_\_\_



# DJUSD

DAVIS JOINT UNIFIED  
SCHOOL DISTRICT

Kevin French  
Interim Superintendent

526 B Street ♦ Davis, CA 95616 ♦ (530) 757-5300 ♦ FAX: (530) 757-5323 ♦ [www.djUSD.net](http://www.djUSD.net)

## RELATIONSHIP OF COMPANY:

"GHSA" Voyages of Discovery Dockside and its employees and/or contractors shall perform the provisions of this agreement as independent contractors and shall not be considered agents of Davis Joint Unified School District (DJUSD), nor shall "GHSA" Voyages of Discovery Dockside personnel be considered employees of DJUSD. Nothing contained in this agreement shall be construed to (i) constitute the parties as partners, joint ventures, co-owners, or otherwise as participants in a joint or common undertaking, or (ii) allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever. "GHSA" Voyages of Discovery Dockside acknowledges (a) that its employees and/or contractors are not entitled to any benefits accorded to DJUSD's employees, including workers' compensation, disability insurance, vacation, or sick pay, and (b) that they shall be responsible for providing their personnel with disability, workers' compensation, or other insurance.

## INDEMNIFICATION:

Insofar as permitted by law, DJUSD shall assume the defense and hold harmless "GHSA" Voyages of Discovery Dockside and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of DJUSD, its officers, agents or employees, arising out of its performance under the terms of this agreement.

Insofar as permitted by law, "GHSA" Voyages of Discovery Dockside shall assume the defense and hold harmless DJUSD and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of "GHSA" Voyages of Discovery Dockside, its officers, agents or employees, arising out of their performance under the terms of this agreement.

Brandi Bedworth  
By:

6-20-16  
Date: