

**CONTRACT NAME: AGREEMENT BETWEEN WORLD
PROJECTS CORPORATION AND DAVIS JOINT UNIFIED
SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This Group Performance Festival Agreement between World Projects Corporation and DJUSD is for the Davis Senior High School Band and Orchestra trip to the 2018 New York "Sounds of Summer" International Music Festival, June 9-14, 2018. World Projects Corporation is arranging and coordinating the performance tour and the educational music festival at Carnegie Hall. World Projects is providing a travel package that includes roundtrip airfare, hotel accommodations, some meals, guided tours of New York City, music festival rehearsal and performance and souvenirs.

FISCAL IMPACT: Donations and fundraising events fund this trip.



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WORLD PROJECTS CORPORATION – CST# 2025574-40

GROUP FESTIVAL AGREEMENT

To: Angelo Moreno and Thomas Slabaugh

Date: January 16, 2018

Project Name: 2018 New York "Sounds of Summer" International Music Festival

Project Tour Dates: June 9 – 14, 2018

Name of Group: Davis Senior High School Symphony Orchestra, Symphonic Band, and Jazz Band

Number of Participants: 120 – 139 Paid + 3 Gratis = 123 – 142 total travelers

Address: 315 W. 14th Street, Davis, CA 95616

Phone: 530-757-5405, 530-757-5400 ext. 168

Email: angelo.moreno@sbcglobal.net, tslabaugh@djUSD.net

This Agreement is made as of December 4, 2017 by and between (a) the Davis Joint Unified School District (District or Client), a public school district of the State of California; (b) DHS Band Booster; and (c) World Projects, a California Corporation.

ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

This Agreement incorporates all of the terms and conditions mentioned herein, or incidental hereto, as well as those terms and conditions mentioned in the following documents, or incidental thereto:

- Group Performance Festival Agreement
- Terms and Conditions

This Agreement supersedes all negotiations and previous agreements between the Parties with respect to all or part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to the Agreement must be in writing and executed by all of the Parties hereto.

Once signed by authorized representatives of the Davis Joint Unified School District, DHS Band Booster, and World Projects, this document will serve as an agreement of the terms and conditions included in your festival proposal. Please indicate your acceptance of this agreement by having an authorized representative of your group initial the bottom right corner of each page, sign the final page and send to World Projects at 601 First Street, Suite 200; Benicia, CA 94510 or fax to 707-556-5896 no later than January 15, 2018.

- A) World Projects has been producing educational music festivals and performance tours with substantially similar components for 33 years.
- B) World Projects has specifically been producing music festivals at Carnegie Hall for the past 15 years. In 2017, World Projects produced 4 events at Carnegie Hall with 23 groups attending composed of 1,590 participants.
- C) The principal of World Projects Corporation is President and CEO, Deborah Gibbs.
- D) The principal of World Projects Corporation has not had entered against her any judgement, including stipulated judgement, order, made a plea of nolo contendere, or been convicted of any criminal violation, in connection with the sale of any travel services for a period of 10 years predating this contract.
- E) During the course of the festival the group will be provided with a 24 hour emergency contact phone number that will be carried by the Festival Manager.

World Projects Headquarters: 601 First Street, Suite 200 • Benicia, CA 94510
Toll Free Tel: 1-800-922-3976 • Tel: (707) 556-5885 • Fax: (707) 556-5896
Web-site: www.world-projects.com • CST#2025574

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PACKAGE COST PER PERSON:

| QUAD | TRIPLE | DOUBLE | SINGLE |
|---------------|---------------|---------------|---------------|
| US \$2,118.00 | US \$2,248.00 | US \$2,488.00 | US \$3,238.00 |

Return Flight Air Reduction – \$220 per person

PACKAGE INCLUSIONS:

- ♦ ACTUAL roundtrip, economy class airfare on Jet Blue and United Airlines (SFO-JFK, EWR-SFO) including estimated taxes/fuel surcharge (*subject to change*)
- ♦ First checked bag fee (to the value of \$25 per person on United Airlines subject to height and weight restrictions – Jet Blue does not charge a 1st bag fee)
- ♦ Fund of \$3,500 towards 2nd checked and overweight-oversized instruments
- ♦ Four (4) nights' accommodation at the Sheraton New York Times Square Hotel
- ♦ Hotel taxes, portage & New York room occupancy tax
- ♦ Baggage storage at hotel on departure and arrival day
- ♦ Airport transfers for group and baggage to/from SFO and while in New York
- ♦ Five (5) breakfasts as a group including one (1) at Hard Rock Café and four (4) buffet breakfasts at Applebee's (TBC)
- ♦ Festival dinner/dance cruise & two (2) additional group dinners at Bubba Gump and John's Pizzeria (TBC)
- ♦ Coach transfers to Dinner Cruise
- ♦ Ticket to *School of Rock*
- ♦ Guided lower Manhattan tour w/ ferry ride by Statue of Liberty, Ellis Island & 9/11 Memorial visit (TBC)
- ♦ 9/11 Museum Entrance (TBC)
- ♦ Guided Tour of Lincoln Center (TBC)
- ♦ Visit to the "Top of the Rock"
- ♦ Visit to the Museum of Modern Art – MOMA – (TBC)
- ♦ 60-minute ensemble workshop with a festival clinician AND/OR 60-minute ensemble rehearsal for the symphony orchestra and symphonic band (2-hour rehearsal time maximum for each ensemble)
- ♦ 60-minute jazz band workshop with a local clinician (TBD)
- ♦ 20-minute public performance for each ensemble at either Central Park or Liberty Science Center (TBC)
- ♦ Sound checks on stage at Carnegie Hall for the symphony orchestra and symphonic band
- ♦ Festival performances at Carnegie Hall for the symphony orchestra and symphonic band (30 minutes for each ensemble)
- ♦ Tickets to the evening Festival concert at Carnegie Hall
- ♦ One (1) Festival performance CD per ensemble for director, Carnegie house system (archival use only)
- ♦ Large instruments & equipment as noted:
 - ♦ Conductor's Podium, Piano/Keyboard, Two (2) String Bases, Timpani (set of 4), Concert Bass Drum, Marimba, Xylophone, Vibraphone, Chimes (Tubular Bells), Orchestra Bells (Glockenspiel), Gong
 - ♦ Rental of drum set and upright bass with pick-up for jazz band workshop and public performance
- ♦ Official Festival t-shirt
- ♦ Official Festival souvenir program - Playbill
- ♦ Festival registration fees
- ♦ Large Festival Artwork Poster for each group
- ♦ Group Plaque
- ♦ Official Festival photographer at Carnegie Hall (*prints not included – each ensemble will receive a disc of images taken during its sound check on stage at Carnegie Hall*)
- ♦ Artist pass lanyard

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PACKAGE EXCLUSIONS:

- ♦ Additional baggage fees in excess of the 1st checked bag fee and \$3,500 mentioned in the Inclusions
- ♦ Meals not indicated in inclusions
- ♦ Additional equipment or instrument rental
- ♦ Items of a personal nature (*laundry, room service, internet connection fees, etc.*)
- ♦ Additional sightseeing excursions
- ♦ Group transfers to non-festival events
- ♦ Instrument and Trip Cancellation Insurance

NOTES:

- **Air:** ACTUAL roundtrip, economy class airfare on Jet Blue and United Airlines has been included in this package. A total of 142 seats. The base fare is guaranteed while taxes and fees are subject to change until ticketing. The United Airline seats are 100% refundable until January 15, 2018. After January 15, 2018, 90% of the seats held must be utilized to avoid a penalty. The Jet Blue seats are non-refundable and deposits on seats that do not get utilized will be lost.
- **Baggage:** Baggage fees are set by Jet Blue and United Airlines. The first checked bag for each traveler has been included in the above costs (to the value of \$25 per person on United Airlines subject to height and weight restrictions – Jet Blue does not charge a 1st bag fee). In addition to this, a fund of \$3,500 has been included to be put towards 2nd checked, overweight, and/or oversized baggage. Any additional charges for oversized/overweight baggage in excess of this amount will be the responsibility of Davis Senior High School at the time of airport check-in.
- **Air Reduction:** Available to all travelers. Travelers taking the air reduction are responsible for their own return flight arrangements, return luggage costs, return ground transportation, and hotel accommodations after the festival should their flight schedule not correspond with the group flight schedule.
- **Rooming:** Quad denotes four (4) people per room, two double beds per room. Triple denotes three (3) people per room, two double beds per room. Sharing beds for quad and triple occupancy will be necessary. Double or single occupancy rooms could have two double beds, one queen size, or one king size bed in the room. Hotel rooms will be held on a "first come — first served" basis.
- **Gratis:** Gratis is based on one (1) single package rate and two (2) double package rates.
- **Payment:** All payments must be made by school check, bank check or cash – credit cards will not be accepted.
- **Numbers:** World Projects reserves the right to re-cost this proposal should the numbers fall above or below the number of participants shown above. Please note that the New York Sounds of Summer International Music Festival requires a minimum of 120 travelers for the group to have two performance slots at Carnegie Hall. This minimum may be reached by including all travelers including performers, staff, and chaperones/adults.
- **Student Protection Plan:** World Projects will purchase a Student Protection Plan (post departure) for all travelers. The director will be sent details about the plan.
- **Required Forms:** All travelers will be required to submit signed liability waivers and medical authorizations forms as issued by World Projects to participate in the festival.



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TERMS AND CONDITIONS

1. **PAYMENT:** All payments made under this agreement are due on the date stated on the payment schedule below. Payments must be made according to the following schedule to avoid potential default, cancellations, or loss of price guarantee by suppliers. All costs are quoted in US dollars and will be paid to World Projects in US dollars.

Payment and Cancellation Schedule

| Date | Payment / Type | Cancellation / Refund |
|------------------|---------------------------------------|---|
| PAID | US \$2,000 group deposit per ensemble | Non-refundable, credited to final payment |
| PAID (142) | US \$100 per person air deposit | 50% refundable to January 15, 2018 |
| December 1, 2017 | US \$350 per person progress payment | 50% refundable to January 15, 2018 |
| February 1, 2018 | US \$500 per person progress payment | 50% refundable to March 15, 2018 |
| April 1, 2018 | Balance in Full | 50% refundable to April 15, 2018 |

2. **ADDENDUM:** Should any changes occur to the Per Person Costs, the Inclusions/Exclusions and/or Payment and Cancellation Schedule as stated in this Agreement, World Projects will issue an addendum which will outline the modified Terms and Conditions as agreed on between World Projects and the group leader.

3. **LATE CANCELLATION CHARGES:** Cancellation of any participant must be made in writing and received at the offices of World Projects Corporation according to the cancellation schedule listed above. Refunds shall be made strictly according to this schedule.

4. **LIMITATION OF LIABILITY; RELEASE:** World Projects Corporation acts solely as an agent in the sale of travel-related services and tours. World Projects Corporation shall therefore not be liable for any breach of contract, failure to comply with any laws, or any intentional or negligent actions or injury to travel participants or travelers' companions or group members. Unless the term "guaranteed" is specifically stated in writing on your tickets, invoice, or reservations itinerary, World Projects Corporation does not guarantee any supplier's rates, bookings, reservations, connections scheduling, or handling of baggage or other personal effects. World Projects shall not be responsible for any injuries, damages, or losses caused to any group or group participant in connection with terrorist activities, social or labor unrest, mechanical or construction failures or difficulties, diseases, local laws, climatic conditions, abnormal conditions or developments, or any other actions omissions or conditions outside World Projects Corporation's direct control. The group and group participants will take part in the travel program at their own risk. The group and group participants assume complete and full responsibility for, and hereby release World Projects Corporation from, any duty of checking and verifying any and all passport, obtaining a visa for the country or countries to be visited vaccination, or other entry requirements of each proposed traveler. By accepting this proposal, the group and group participants voluntarily assume all risks involved in travel, whether expected or unexpected. The group and group participants are hereby warned of the above risks as well as possible travel industry bankruptcies and medical and climatic disruptions, and the possibility the group or group participants may be unable to travel as scheduled because of emergency or other cause. Unless included in the package, groups and group participants represent and covenant that they can obtain appropriate travel insurance coverage against these risks, although there is no requirement that travel insurance be purchased. Group and group participants represent that, unless included in the World Projects' package, they have adequate medical insurance coverage. Group and group participants shall be solely responsible for getting any vaccination or immunization that may be required or advisable for traveling to the location where the performance or tour will take place.

Group and group participants hereby assume full responsibility for all risks of injury or loss, which may result from group and group participants in the performance or tour and agree to indemnify, release, hold harmless, and forever discharge World Projects Corporation, its officers, directors, shareholders, affiliates, employees, agents, managers, independent contractors, and other representatives from and waive any and all claims, liabilities, demands, causes of action, and demands whatsoever that the group and the group participants or any third person has had, may now have or will have in the future with respect to accident, illness, injury, or death of any person, or damage to or loss or destruction of any property arising or resulting from the travel, performance or tour.

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SECTION 1542. GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

For information concerning possible dangers at international destinations, visit the Travel Advisory Section of the U.S. State Department website at www.travel.state.gov. For medical information, check the website for the U.S. Centers for Disease Control (CDC) at www.cdc.gov.

5. PARTICIPANT WAIVERS: It is understood that all group participants in this tour must sign or have their authorized parent or guardian sign a Participant Liability Waiver and Release (Attachment A), and a Medical Authorization, Release, and Waiver Agreement (Attachment B). Failure for any group participant to sign and return the participant waivers no later than the date the last payment is due shall result in the immediate cancellation of any reservations for that group participant. No refunds will be provided if cancellation is the result of the group participant's failure or refusal to sign the participant waivers. **IT IS THE RESPONSIBILITY OF THE GROUP LEADER TO INFORM ALL PARTICIPANTS OF THIS REQUIREMENT PRIOR TO THE ACCEPTANCE OF FUNDS FROM ANY PARTICIPANT.**

6. NO WARRANTY: World Projects Corporation expressly disclaims all warranties and conditions, arising by statute or otherwise in law or from a course of dealing or usage of trade. Some states may not allow this disclaimer and its enforceability may vary from state to state.

7. ATTORNEYS' FEES: In the event of any dispute arising under or related to this agreement, the parties agree that the prevailing party shall be entitled to its costs and reasonable attorneys' fees.

8. GOVERNING LAW; ARBITRATION: The parties to this agreement stipulate that this agreement shall be considered to have been entered into and performed in Benicia, California, that any interpretation of the terms of this agreement shall be made under California law, exclusive of its conflict of laws provisions. Any dispute between the Parties arising out of this Agreement shall be submitted to final and binding arbitration in the City of Walnut Creek, California, USA, under the Commercial Arbitration Rules and Mediation Procedures and the Supplementary Procedures for Consumer-Related Disputes of the American Arbitration Association then in effect, upon written notice and demand of any Party therefor. The arbitration shall be conducted by one (1) arbitrator, in the English language. Any arbitration award rendered shall be binding, final and conclusive upon all parties, and judgment thereon may be entered in any Court having jurisdiction thereof.

9. RIGHT TO A PROMPT REFUND IN THE EVENT OF CANCELLATION: Upon cancellation of the transportation or travel services, where the group is not at fault and has not canceled in violation of any terms and conditions previously clearly and conspicuously disclosed and agreed to by the group leader, all sums paid to the seller of travel for services not provided will be promptly paid to the group, unless the group leader advises the seller of travel in writing, after cancellation. This provision does not apply where the seller of travel has remitted the payment to another registered wholesale seller of travel or carrier, without obtaining a refund, and where the wholesaler or provider defaults in providing the agreed-upon transportation or service. In this situation, the seller of travel must provide the group leader with a written statement accompanied by bank records establishing the disbursement of the payment, and if disbursed to a wholesale seller of travel, proof of current registration of that wholesaler.

10. TRAVEL CONSUMER RESTITUTION FUND (TCRF): This transaction is covered by the California Travel Consumer Restitution Fund (TCRF) if the seller of travel was registered and participating in the TCRF at the time of sale and the passenger is located in California at the time of payment. Eligible passengers may file a claim with TCRF if the passenger is owed a refund of more than \$50 for transportation or travel services which the seller of travel failed to forward to a proper provider or such money was not refunded to you when required. The maximum amount which may be paid by the TCRF to any one passenger is the total amount paid on behalf of the passenger to the seller of travel, not to exceed \$15,000. A claim must be submitted to the TCRF within 12 months after the scheduled completion date of travel. A claim must include sufficient documentation to prove your claim and a \$35 processing fee. Claimants must agree to waive their right to other civil remedies against a registered participating seller of travel for matters arising out of a sale which you file a TCRF claim. You may request a claim form by writing to: Travel Consumer Restitution Corporation; PO Box 6001; Larkspur, CA 94977-6001; or by visiting TCRF's website at: www.tcrfinfo.org.

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11. **TRUST ACCOUNT:** California law requires certain sellers of travel to have a trust account or bond. This business has a trust account. Registration as a seller of travel does not constitute approval by the State of California.
12. **SUCCESSORS' ASSIGNMENT:** This agreement shall be binding upon the successors and assigns of any party. No assignment of this contract shall be made without the express written consent of World Projects Corporation.
13. **FULL AND COMPLETE AGREEMENT; SEVERABILITY:** This agreement constitutes the full and exclusive expression of the agreement between the parties, and any modification of the terms set forth in this agreement shall be effective only if in writing and signed by both parties. If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect.
14. **WARRANTY OF AUTHORITY:** The person signing this agreement on behalf of the group warrants that he or she has full and complete authority to bind the group and each group participant to the terms and conditions in this agreement.

By signing below, the parties agree to the terms and conditions stated herein.

x 
Group Leader's Signature
Thomas Siabaugh II
Print Name
DJUSD Teacher
Title
1-19-18
Date

x 
Group Leader's Signature
Angelo Moreno
Print Name
DJUSD Teacher
Title
1/19/18
Date

x 
World Projects Corporation Representative Signature
Kendra Nebelt
Print Name
Production Manager
Title
1/19/18
Date

x 
Administrative Approval (if required)
Bruce E. Colby
Print Name
DJUSD Chief Business Officer
Title
1-19-18
Date

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