

CONTRACT NAME: RENTAL AGREEMENT BETWEEN TAMARACK LODGE AT BEAR VALLEY, VICTORIA JOHNSON, AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This is an agreement to provide lodging for the Davis Senior High School's Cross Country Team Camp from August 18 to August 21, 2018.

FISCAL IMPACT: The cost of the agreement is paid by donations.

From: Tamarack Lodge at Bear Valley <tamaracklodgeinnkeeper@gmail.com>
To: williamjgregg <williamjgregg@aol.com>
Subject: Group Confirmation - Tamarack Lodge at Bear Valley
Date: Thu, May 24, 2018 10:07 am

Tamarack Lodge at Bear Valley
18278 Highway 4
Bear Valley, CA 95223
209-753-2310

Group Confirmation for Davis Senoir High Cross Country

Thursday, May 24, 2018

Dear BillGreg

We are pleased to confirm your group booking, for arrival on Saturday, August 18, 2018 and departing Tuesday, August 21, 2018. We are expecting your total cost to be: \$3000.00 including tax. for the booking of the whole Tamarack Lodge - main lodge, chalet and barn units for up to 50 students, coaches and parents. Payment is due upon arrival.

Tamarack Lodge is 2.5 miles west of Bear Valley Village and 22 miles east of the town of Arnold in the small hamlet of Tamarack.

Check in is at 4 PM: A key with your name will be waiting for you on the reception desk in the main building. Use key code **2659** to open front door if you find it locked.

* Early check in is permitted on occasion. In the event that your room has been prepared early, your key will be ready at the reception desk in the main building. Please contact the lodge prior to your arrival if you are expecting an early arrival. *

Check out is at 11 AM: We invite you stay and enjoy the common areas, inside and out, at Tamarack Lodge but do require that you depart your room prior to 11:00 AM.

Tamarack Lodge at Bear Valley amenities:

Complimentary Guest Kitchen - available 24/7 - fully equipped with utensils, pots, pans, refrigerator space and food storage drawers . Limited freezer space. Make your own homemade meals! Stove,

microwave, toaster, coffee maker also included.

- sledding hill
- complimentary sleds and snowshoes to be used on property
- kids play room with TV
- free Wi-Fi
- Family friendly atmosphere
- cross country trail head (in the event that Bear Valley Cross Country has 6 feet or more of snow, a trail may be accessed out the back door - trail pass is required)
- common room with access to a fireplace, TV, DVD player, and guest library
- guest kitchen
- coin laundry facilities

Tamarack Lodge does not permit pets or smoking in any of the buildings

If you have any questions, please do not hesitate to contact us at 209-753-2310.
We look forward to your arrival,

Tamarack Lodge at Bear Valley

Vicky and Tim Johnson

Tamarack Lodge at Bear Valley

HOLD HARMLESS AGREEMENT

THIS HOLD HARMLESS AGREEMENT (the "Agreement") is made as of 05/24/2018 by and between Tamarack Lodge At Bear Valley, as the person or entity receiving indemnity (hereinafter referred to as the "Indemnatee"), located at 18278 Highway 4, Tamarack, California 95223, and Davis High School Cross Country, as the person or entity bound to provide and/or protect the Indemnatee (hereinafter referred to as the "Indemnitor"), located at Davis High School, and at times the Indemnatee or Indemnitor may be referred to as the "Party" or may be collectively referred to as the "Parties."

WHEREAS, the Indemnitor desires and wishes to hold harmless and indemnify the Indemnatee and its successors and assigns from any and all liabilities, losses, claims, judgments, suits, fines, penalties, demands or expenses, including, but not limited to, all reasonable costs for defense and investigation thereof (including but not limited to attorney's fees, court costs and expert fees) claimed by anyone by reason of injury or damage to persons or property sustained in or around Any event/activities involving the Davis High School Cross Country activities leading up to the pre and post event set up and clean up by employees/participants/staff/volunteer staff/parents that is offered in the Tamarack Lodge at Bear Valley facility or grounds that is being organized by the Davis High School Cross Country personnel. as a proximate result of the acts or omissions of the Indemnatee, its agents, successors and assigns or arising out of the operation or actions of the Indemnatee upon or about Any event/activities involving the Davis High School Cross Country activities leading up to the pre and post event set up and clean up by employees/participants/staff/volunteer staff/parents that is offered in the Tamarack Lodge at Bear Valley facility or grounds that is being organized by the Davis High School Cross Country personnel., except when such liability may result from the sole negligence of the Indemnatee, its officers, directors, agents, servants, and/or employees; provided however, that upon the filing of any claim with the Indemnitor for damages arising out of incidents for which the Indemnatee herein agrees to hold Indemnitor harmless, then and in that event the Indemnitor shall notify Indemnatee of such claim and Indemnatee shall have the right to settle, compromise, and/or defend the same.

REPRESENTATION ON AUTHORITY OF PARTIES/SIGNATORIES

Each party signing this Agreement represents and warrants that s/he is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

MODIFICATION OF AGREEMENT

This Agreement may be supplemented, amended, and/or modified only by and through the mutual agreement of all parties. No supplement or modification of this Agreement shall be binding unless done so in writing and signed by all parties to this Agreement.

GENERAL WAIVER

The failure of any party at any time to require performance of any provision or to resort to any remedy provided under this Agreement shall in no way affect the right of that party to require performance or to resort to a remedy at any time thereafter, nor shall the waiver by any party of a breach be deemed to be a waiver of any subsequent breach. A waiver shall not be effective unless it is in writing and signed by the party against whom the waiver is being enforced.

ENTIRE AGREEMENT

This is the entire agreement between the aforementioned parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

ENFORCEABILITY, SEVERABILITY AND/OR REFORMATION

In the event that any covenant, provision and/or restriction is found by a court of competent jurisdiction to be unenforceable, such provision shall be modified, rewritten or interpreted to include as much of its nature and

scope as will render it enforceable. In the event it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement shall be enforced as if such provision was not included.

In the event that any court determines that any of the covenants, provisions or restrictions to be excessive in duration or scope or to be unreasonable or unenforceable under the laws of that state, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by the laws of that state.

GOVERNING LAWS

The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of California applicable to contracts made and to be wholly performed within such state, without giving effect to any form of conflict of law provisions thereof. The Federal and State courts located in California shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

JURISDICTION AND VENUE

This Agreement is to be construed pursuant to the current laws of the State of California. In the event that any dispute shall arise under or in connection with the agreement or related to any matter which is the subject of the agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in California.

THE UNDERSIGNED HAVE READ, UNDERSTAND and ACCEPT THIS AGREEMENT, and by signing this Agreement, all parties agree to all of the aforementioned terms, conditions and policies.

Vicotoria Bray Johnson

Tamarack Lodge At Bear Valley
Victoria Bray Johnson

6-12-18

(Date Signed)

Davis High School Cross Country
~~Bill Gregg~~ or designated signer

Bruce E. Colby, Chief Business Officer
Davis Joint Unified School District

6-12-18

(Date Signed)