AGREEMENT for Challenge Day Program

THIS AGREEMENT is effective 2/12/2010 by and between Human Understanding and Diversity (the "Client") and CHALLENGE DAY (the "Vendor"), a California 501[c]3 nonprofit corporation located at 2520 Stanwell Drive, Ste 160, Concord CA 94520. For the purposes of this agreement Client shall mean all employees of Client, and Vendor shall mean all employees and subcontractors of Vendor.

Witnessed, that the Client and the Vendor for the consideration hereinafter named agree as follows:

Article 1: Statement of Services
A. Commencing on 9/9/2010 Vendor shall supply services, people and materials for the following:
   See Attached List of Days, Addendum A
B. This agreement applies to all services performed by Vendor or on behalf of Vendor under this agreement, whether performed in anticipation of or following the execution of this agreement.

Article 2: Compensation for Services
As full compensation for direct and indirect labor costs, overhead and profits, the Vendor shall be paid at the following rates for delivering the program, services and materials ("Services") as contemplated by this agreement. Such rates shall only cover services that are performed by bona fide employees of the Vendor, or its subcontractors unless otherwise approved by Client's Representative.
A. Rates for Services will be as follows:
   Client to Pay $3200 per day.
   Program(s) provided under this agreement are limited to a maximum of one hundred (100) student participants per day. Vendor reserves the right to cancel Program(s) without prior notice, according to terms of Cancellation and Termination article, if there are more than the agreed upon maximum of one hundred (100) student participants.
B. Expenses: Client will pay in advance (or reimburse Vendor) for necessary, reasonable and documented travel expenses actually incurred as follows:
   1) Air Transportation: Round trip coach airfare for two Challenge Day Leaders to and from Client's nearest airport, from Oakland or San Francisco, California.
      i. Reservations and ticketing to be arranged by Vendor.
      ii. Plus equipment transportation fee (weight fees charged by airlines).
      iii. Vendor will attempt to minimize costs to Client, while also minimizing inconvenience to Leaders. (e.g. ticketing two plus weeks in advance; no more than one layover.)
      iv. Program Leaders will arrive the evening before the first scheduled program day and leave the evening of or morning immediately following the last program day in a given week. Leaders will not normally stay over weekends.
   2) Ground Transportation: Ground transportation from airport to hotel and from hotel to client's site.
      i. Transportation to be arranged by Vendor.
   3) Lodging: Standard hotel accommodations for two Challenge Day Leaders (Holiday Inn or equivalent). Vendor will arrange for lodging unless other terms are previously negotiated with Client.
      i. One room per leader.
      ii. When feasible, Client to pay for lodging directly.

Article 3: Limit of Expenditure
The maximum expenditure authorized hereunder for any service, Excluding reimbursable expenses as indicated shall be $3200.
Article 4: Invoicing & Payment

Below please find your payment schedule. Adhering to this payment schedule will confirm your requested Challenge Day(s).

A. Client’s requested days will not be confirmed until the 1st installment has been received and credited to your school or organization’s account by our administrative offices. (An authorized Purchase Order for the full invoice amount may be accepted in lieu of the 1st installment). All installments are welcomed as early as contracts are completed. However, if the client’s 1st installment has not been received by the 1st due date documented below, the client’s scheduled days will no longer be valid.

B. If client’s scheduled days are cancelled due to non-payment, client will be required to resubmit their request to host a future Challenge Day. Rescheduling days due to cancellation does not in any way guarantee the cancelled client precedence over other clients waiting for existing or future booking opportunities.

C. Booking requests made within 90 days of the event date will be confirmed only if scheduling permits and if the contract is accompanied by no less than the 1st installment (or an approved Purchase Order for full invoice amount) with the agreement that the remaining balance be paid in full 30 days prior to the event. (Payment and Contracts are expected within 5 business days when booking within the 90 day period.)

Your requested program date is 9/9/2010.

Balance for program(s) at $3200 per day: $3200

Schedule of Installments

<table>
<thead>
<tr>
<th>Installment</th>
<th>Payment Due Date</th>
<th>Payment Amount</th>
<th>Balance Remaining</th>
</tr>
</thead>
<tbody>
<tr>
<td>2nd installment</td>
<td>7/11/2010</td>
<td>$1000</td>
<td>$1000</td>
</tr>
<tr>
<td>3rd installment</td>
<td>8/10/2010</td>
<td>$1000</td>
<td>$0</td>
</tr>
</tbody>
</table>

To expedite clarity on any questions, concerns, or issues that may arise regarding payments; please list the information requested below for any/all parties that may be involved in the payment process.

Department

Name

Title

Phone/Ext.

Email
Article 5: Personnel to Be Provided
Client's Representative, hereinafter referred to as the Coordinator, shall be present at each of the program days. The Coordinator shall be Diane Davis-Deckard or such person or persons as may be designated by the Client.

Vendor must have phone contact regarding final logistics with Coordinator no later than 28 days prior to first scheduled program day. Vendor reserves the right to cancel if Coordinator or alternate Client Representative cannot be reached, subject to the termination section below.

If Coordinator is not a school counselor, Client must also provide a counselor who will attend the entire program day(s) and coordinate any necessary follow-up support for youth participants.

In addition, Client must provide a minimum of one adult for every four (4) youth participants (e.g. 100 youth, 25 adults). If Client is unable to provide a 1 to 4 ratio of adults to student participants, the Client must reduce the number of student participants to meet the required ratio. Vendor reserves the right to cancel the program at the Client's expense if these conditions are not met.

The Coordinator will:
A. Use the Challenge Day Coordinator's Handbook and other program materials, provided by Vendor to Client, as guides for coordinating participation and logistics for the program day(s).
B. Act as primary contact with the Challenge Day office regarding all logistics for program day(s).
C. Attend a phone meeting with Challenge Day Client Manager named below for five (5) to six (6) weeks prior to first program day. The purpose of this meeting is to review the Challenge Day Coordinator's Handbook and all arrangements and logistics.
D. Maintain weekly e-mail and/or phone contact with the Challenge Day Client Manager from six (6) weeks prior to first program day to one (1) week after the last program day.
E. Take responsibility for ensuring that all personnel, facilities, tools and equipment are provided as written in this MOU and the Challenge Day Coordinator's Handbook.
F. Be available to speak with Challenge Day staff the day prior to the first program day to review last-minute logistics.
G. Attend each program day in its entirety and/or assign an alternate coordinator to attend each program day in its entirety. If an alternate coordinator is assigned, the alternate coordinator must agree to assume all coordinator responsibilities regarding event participants, logistics and personnel for that day.

Article 6: Facilities to Be Provided
All work hereunder shall be performed on Client's premises or at sites designated by Client. Client to secure a private enclosed room large enough for the activities of the participants, including adult Facilitators (50' x 50' minimum; 20' ceiling height). Private room is defined as one which will be free of interruptions for the duration of the program, where loud sounds such as cheering will not disturb occupants in adjoining rooms, and any windows at or below eye level have been covered.

Article 7: Changes
Client may, during the term of this agreement, request additions to the services furnished by the Vendor. Client reserves the right to cancel any scheduled services consistent with the terms of Cancellation and Termination article. Vendor shall not be obligated to make changes without its written acknowledgment of acceptance of such changes.
Article 8: Cancellation And Termination
A. If Client schedules program days with Vendor and cancels ninety one (91) days or more prior to the scheduled date of program, no fee is due.
B. If Client schedules program days with the Vendor and cancels sixty one (61) to ninety (90) days prior to the scheduled date of the program then Client will pay Vendor the 1st installment for the days cancelled plus any travel costs or fees incurred by the Vendor on behalf of the Client.
C. If Client schedules program days with the Vendor and cancels thirty one (31) to sixty (60) days prior to the scheduled date of the program then Client will pay Vendor the 1st and 2nd installments for the days cancelled, plus any travel costs or fees incurred by the Vendor on behalf of the Client.
D. If Client schedules program days with the Vendor and cancels thirty (30) days or less prior to the scheduled date of the program then Client will pay Vendor all installments for the days cancelled, plus any travel costs or fees incurred by the vendor on behalf of the Client.
E. Vendor must have phone contact regarding final logistics with Client’s representative no later than 28 days prior to the first scheduled program day. Vendor reserves the right to cancel if Client cannot be reached, subject to Cancellation and Termination clauses B and C.
F. If program days are canceled due to weather, Client will pay Vendor any travel costs or fees incurred by the Vendor on behalf of the Client. If openings exist, program days may be rescheduled to a date or dates within one (1) calendar year from the original date(s).
G. Client may terminate this agreement at any time subject to the provisions of cancellation indicated above in clauses A through E.

Article 9: Choice of Law
The laws of the State of California shall govern this agreement and all transactions under it. Vendor agrees to submit to the jurisdiction of any court wherein an action is commenced against Client based on a claim for which Vendor has agreed to indemnify Client under this Agreement.

Article 10: Entire Agreement
The provisions of this agreement supersede all contemporaneous oral agreements and all prior oral and written communications (including the School Coordinator Program Packet) and understanding of the parties with respect to the subject matter of this Agreement. This agreement is the entire agreement between the parties.

Article 11: Force Majeure
Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, or other similar causes beyond the control and without the fault or negligence of the delayed or non performing party or its subcontractors.

Article 12: Insurance
Vendor shall maintain in full force and effect, at its cost and expense, liability insurance in the aggregate amount of $1,000,000.

Article 13: Disputes
Any controversy, dispute or claim arising out of or relating to the interpretation of this Agreement shall be subject to a thirty (30) day negotiation period between the parties in which key business people for the parties will, in good faith, attempt to resolve the matter.
Article 14: Mediation and Arbitration
If a dispute arises out of or relates to this Agreement, or its breach, and the parties have not been successful in resolving such dispute through negotiation, the parties agree to attempt to resolve the dispute through mediation by submitting the dispute to a sole mediator selected by the parties or, at any time at the option of either party, to mediation by the American Arbitration Association ("AAA"). If not thus resolved, it shall be referred to a sole arbitrator selected by the parties within thirty (30) days of the mediation or, in absence of such election, to final and binding arbitration by a sole arbitrator under the AAA Arbitration Rules ("Rules") in effect on the date of this Agreement. The mediation and arbitration, including arguments and briefs, shall be in the English language in the State of California, United States of America. The arbitrator may not limit, expand or otherwise modify the terms of this Agreement or award exemplary or punitive damages or attorney’s fees. The arbitrator shall apply the substantive law of the State of California. The award shall be in United States dollars. Judgment upon the award rendered in the arbitration may be entered in any court having jurisdiction thereof. Each party shall bear its own expenses (including attorney’s fees) and an equal share of the expense of the mediator and arbitrator and the fees of the AAA. The parties and their representatives, other participants and the mediator and arbitrator shall hold the existence, content and result of the mediation and arbitration in confidence. Nothing in this clause shall be construed to preclude any party from seeking injunctive relief in order to protect its rights pending mediation or arbitration. A request by a party to a court for such injunctive relief shall not be deemed a waiver of the obligation to mediate or arbitrate.

Article 15: Tools and Equipment
Unless otherwise specifically provided for in this agreement, Vendor shall provide all tools and equipment ("equipment") for performance of this Agreement. Should the Vendor actually use any equipment owned or rented by Client, Vendor accepts the equipment "as is" and the Vendor shall have the risk of damage to such equipment as long as damage is sustained as a result of Vendor’s actions. Vendor agrees not to remove the equipment from Client's premises, and to use equipment only for the services covered under this agreement. In addition to one chair per participant (chairs must be lightweight and without arms), Client must provide the equipment and supplies specified in the Challenge Day Coordinator's Handbook.

Article 16: Timely Performance
If Vendor has knowledge that anything prevents or threatens to prevent the timely performance of the Services under this Agreement, Vendor shall immediately notify Client thereof and include all relevant information concerning the delay or potential delay.

Article 17: Title to Media / License to Use
Receipt of materials supplied under this agreement represents acceptance of a license to use such materials for "in house" activities sponsored by Client solely for the benefit of Client’s employees and students. Such rights are restricted to use by those employees who participate in the program to which the materials are related. License to use any documents and other tangible media of expression ("Training Media") furnished hereunder by Vendor to Client shall pass to Client on full payment of invoice for the services associated with such media. Client expressly agrees that it does not have the right to reproduce or sub-license such media.

Article 18: Ownership of Programs
Vendor's programs or related materials in any form including but not limited to written, video, audio or electronic reproductions, and shall obligate its employees, subcontractors and others working for it, to adhere to the same limitations, without written consent of Vendor. Client agrees to limit its use of programs and materials supplied by Vendor to "in house" activities sponsored by Client solely for the benefit of its employees and students.

Article 19: Right to Use Ideas
The ideas presented in the Vendor's programs may be used by Client and its employees, subcontractors and others working for Client without restriction. However, due to the nature of the exercises, which are protected under Federal copyright law, specific exercises, such as the Power Shuffle, may not be reproduced in any format.

Article 20: No Result or Benefit
The Vendor promises only to deliver the program and does not warrant or promise any result or benefit to Client or those participating.
Article 21: Vendor's Trainees
The Vendor shall be allowed to have two of its own Leader trainees attend any program supplied under this agreement, subject to the approval of Client, which approval shall not be unreasonably withheld. Such trainees may, at the discretion of the Vendor, co-lead parts of the programs as long as a fully qualified program Leader is in attendance. The Vendor certifies that such co-leading will enhance the value of the programs it supplies.

Article 22: Representations
Vendor represents to Client that the services rendered by the Vendor will be performed in a manner consistent with highest professional standards in its field.

Article 23: Indemnity
A. The Client shall indemnify and save harmless the Vendor, its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly and whether by statute or otherwise, out of any act or omission of the Client, its employee and agencies in the performance by the Client of this Agreement.

B. The Vendor shall indemnify and save harmless the Client, its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly and whether by statute or otherwise, out of any act or omission of the Vendor, its employees and agencies in the performance by the Vendor of this Agreement.

C. The above indemnification shall survive the termination of this Agreement.

Article 24: Non-Waiver
No agreement or failure of either party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition.

Article 25: Severability
If any portions of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provisions or provision, and the rights and obligations of the Vendor and Client shall be construed and enforced accordingly.

Article 26: Notices
Any notice or demand which under the terms of this Agreement or under any statute must or may be given or made by Vendor or Client shall be in writing and shall be given or made by confirmed facsimile, or similar communication, or by certified mail, registered mail, or courier service addressed to the respective parties as follows:

For Human Understanding and Diversity:
  Diane Davis-Deckard
  3901 N. Kinser Pike
  Bloomington, IN 47404

For Challenge Day:
  Ana Rubio
  Challenge Day
  2520 Stanwell Drive, Ste 160
  Concord, CA 94520
  Fax: 925-969-0256

The effective dates of such notice shall be (1) upon evidence of successful facsimile transmission, or (2) five days following the date mailed for certified or registered letters and two days following the date mailed for overnight letters (courier service), or (3) when delivered, if in person. The above addresses may be changed at any time by giving written notice as provided above.
Article 27: Signatures
By signing below, I agree to the articles of this Agreement and agree to provide support, personnel, facilities, tools and equipment as written above. I attest that I am authorized to make agreements on behalf of Bloomington High School North:

**Authorized Signature Name:**

Signature: ____________________________________________

Date: ________________________________________________

By signing below, I attest that I have read and agree to perform the responsibilities of Coordinator, as written above:

**Coordinator Name: Diane Davis-Deckard**

Title: ________________________________________________

Signature: ___________________________________________

Date: ________________________________________________

For Challenge Day:

**Share Manager Name: Ana Rubio**

Signature: ___________________________________________

Date: ________________________________________________
Addendum A to Agreement for Challenge Day Program

<table>
<thead>
<tr>
<th>Host Organization</th>
<th>Date</th>
<th>Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bloomington High School North</td>
<td>09/09/10</td>
<td>Challenge Day</td>
</tr>
</tbody>
</table>