

GENERAL TERMS AND CONDITIONS:

Please complete all fields highlighted below in yellow before submitting to Cal Discoveries.

Submit any changes to the Director of Cal Discoveries for approval.

These General Terms and Conditions apply to all agreements entered into between the Cal Alumni Association and [Entity] until all 2017 trips with [Entity] are complete. The date the Agreement is executed by [Entity] shall be considered the "Effective Date".

Parties

For the purposes of this agreement, the following names might be used to refer to the Cal Alumni Association: CAA, Cal Alumni, Cal Discoveries Travel or Alumni Travel. Any of these names or variations of such shall be referred to below as the CAL ALUMNI ASSOCIATION.

Financial Safeguards

[Entity] agrees to maintain a system or process of financial safeguards that will protect the interests of the paying passenger and the CAL ALUMNI ASSOCIATION. The system or process must receive prior approval by the CAL ALUMNI ASSOCIATION. Examples of appropriate financial safeguards include: surety bond, letter of credit, escrow or trust account, or some other mutually agreed upon arrangement. All safeguards must be established and in place before any payments are forwarded to [Entity].

Dispute Resolution

Any dispute, controversy or claim concerning or relating to this Agreement (a "Dispute"), shall be resolved in the following manner: (a) The parties shall use all reasonable efforts to resolve the Dispute through direct discussions. The senior management of each party commits itself to respond promptly to any such Dispute. Within 20 days of written notice that there is a Dispute, employees of each party with authority to settle such Dispute of at least director status for the CAL ALUMNI ASSOCIATION and executive vice president status for [ENTITY] shall meet in Berkeley, California or confer by telephone in an effort to reach an amicable settlement and to explore alternative means to resolve the dispute expeditiously (e.g., mediation); and (b) If the Dispute has not been resolved as a result of the procedure in (a) above, or otherwise, within 45 days of the initial written notice that there is a Dispute (or such additional time to which the parties may agree), the matter shall be resolved by final and binding arbitration in Berkeley, California, conducted in accordance with the rules of the American Arbitration Association. There shall be one arbitrator, selected by the parties from the Commercial Arbitration Panel of the American Arbitrations Association located in San Francisco, California. Judgment on an arbitral award may be entered by any court of competent jurisdiction, or application may be made to such a court for judicial acceptance of the award and any appropriate order including enforcement. Nothing herein however shall prohibit either party from seeking judicial relief in the Alameda County, California Superior Court or the U.S. District Court for the Northern District of California (and the corresponding appellate venues), if such party would be substantially prejudiced by a failure of the other party to act during such time that such good faith efforts are being made to resolve the claim or controversy. If any party should bring any action (arbitration, at law or in equity) to resolve any claim related to this Agreement or to interpret any term contained in this Agreement, the prevailing party in such action (as determined by the arbitrator(s) or judge (or equivalent) shall be entitled to receive from the non-prevailing party all of its costs and expenses incurred in such action (including, without limitation, reasonable attorneys' fees). Subject to the foregoing, this Agreement shall be construed in accordance with the laws of the State of California, exclusive of its choice of law principles.

The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable. (Sentence added March 2011.)

Indemnity

[ENTITY] agrees to defend, indemnify and hold harmless the Cal Alumni Association and its, officers, directors, agents and employees, against all costs, expenses and losses (including reasonable attorneys' fees and costs) incurred through claims against the indemnifying party based on or related to the performance of this contract. The CAL ALUMNI ASSOCIATION agrees to defend, indemnify and hold harmless [ENTITY] and its trustees, officers, directors, agents and employees, against all costs, losses (including reasonable attorneys' fees and costs) incurred through claims against the indemnifying party based on the negligent or intentional conduct of the CAL ALUMNI ASSOCIATION.

Insurance

[ENTITY] shall obtain and provide proof of insurance to the CAL ALUMNI ASSOCIATION against loss, injury, or damage to person or property caused by the neglect or want of care of [ENTITY] including its servants, agents, employees or volunteers. Such policy or policies shall indemnify the CAL ALUMNI ASSOCIATION and its respective trustees, officers, agents, servants or volunteers, against claims, demands or damages that may arise out of this contract. Said insurance policy will provide insurance in the minimum limits of One Million Dollars (\$1,000,000.00) per person and Five Million Dollars (\$5,000,000.00) per occurrence and property damage liability insurance of One Million Dollars (\$1,000,000.00).

Notices and Amendments

All notices, demands or amendments of any kind which either party hereto may be required or desire to serve upon the other party under the terms of the Agreement shall be in writing and shall be served upon such other party by personal service upon which such other party, or by leaving a copy of such notice or demand at the address set forth below, on the face hereof whereupon service shall be deemed complete, or by mailing thereof by certified mail, return receipt requested.

Cal Alumni Association
1 Alumni House
Berkeley, CA 94720-7520
510.900.8222

[ENTITY]
[Address]
[Telephone Number]

Relationship

The parties are independent contractors, and nothing in the Agreement shall be construed to create any employment, agency, franchise, joint venture, partnership, or other similar legal relationship between the parties.

Successors and Assigns

Neither party may add to this Agreement or any interest herein or delegate any of its duties hereunder without the prior written consent of the other party. [ENTITY] shall not have the right to assign its obligations hereunder without the express prior written approval of the CAL ALUMNI ASSOCIATION.

Severability

Any holding that a provision of the Agreement is unenforceable, in whole or in part, shall not affect the validity of the other provisions of the Agreement.

Force Majeure

Neither party shall be in default of this Agreement if failure to perform any obligation hereunder is caused by supervening conditions beyond the party's control and which could not have been prevented by the exercise of reasonable diligence, including acts of God, terrorism, civil commotion, strikes, labor disputes, governmental demands or requirements, or a service interruption from an underlying carrier or service provider. The affected party must notify the other party if such Force Majeure event occurs, and the other party may elect to terminate this Agreement upon written notice to the affected party. If the Agreement is terminated pursuant to this provision, [ENTITY] shall refund to the CAL ALUMNI ASSOCIATION, or its travelers, all amounts paid hereunder with the exception of the non-refundable deposit.

THE TERMS AND CONDITIONS OF THIS DOCUMENT DO NOT GIVE LICENSE TO USE OF THE CAL DISCOVERIES FAMILY OF LOGOS, INCLUDING THE BEAR TREKS LOGO, THE NAME OF THE CAL ALUMNI ASSOCIATION (CAA) THE UNIVERSITY OF CALIFORNIA, OR ANY ABBREVIATION THEREOF, EXCEPT AS PROVIDED HEREIN. **FURTHERMORE, THE NAMES OF ALL TOUR PARTICIPANTS KNOWN TO THE TOUR OPERATOR BY VIRTUE OF THE OPERATION OF ANY TOUR ARE THE SOLE PROPERTY OF THE CAL ALUMNI ASSOCIATION.** TOUR OPERATOR EXPRESSLY WARRANTS THAT IT HAS COMPLETED ALL THE NECESSARY DETAILS AND ARRANGEMENTS REQUIRED TO UNDERTAKE AND COMPLETE THE ITINERARY DESCRIBED IN THE CAL ALUMNI ASSOCIATION TOUR AGREEMENT. IN THE EVENT THE ITINERARY IS MATERIALLY ALTERED, CHANGED, OR CANCELLED, THE TOUR OPERATOR SHALL INDEMNIFY AND DEFEND CAA AGAINST ALL CLAIMS ARISING IN WHOLE OR IN PART FROM SAID ALTERATION, CHANGE, OR CANCELLATION.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____