



**Project Adventure**  
*Advancing Active Learning*

P 800.468.8898

www.pa.org

Massachusetts Campus: 719 Cabot Street, Beverly, MA 01915 • P 978.524.4500 • F 978.524.4501

A Non-Profit Organization. Project Adventure is an equal opportunity employer.

**Challenge Course Technical Services Contract  
For Campbell County School District**

This is an agreement for the inspection, installation, and/or repair of a Challenge Course, or parts thereof, by Project Adventure, Inc. ("PA"), a non-profit Massachusetts corporation, for Campbell County School District, a Challenge Course Owner/Operator ("CCO").

This contract is for the following challenge course-related technical services:

Repairs and maintenance for existing element(s)

Installation of new course element (s)

1. Site: The contracted services will be provided at Campbell County School District, 525 West Lakeway Road, Gillette, WY, 82718

2. Services of PA: The services covered by this contract are indicated above. The scope, costs and expenses of the contracted services may be described in detail in a proposal document.

**Proposal Attached Yes, April 25, 2013**

3a. Costs and Expenses: The cost of the services provided in this contract including all labor, materials, and travel is:

**Proposed Cost: \$10,122.00, Prepared Date: April 25, 2013**

***Note: The proposed cost is valid for six (6) months from the date prepared unless there are significant cost increases beyond PA's control. After six months, please contact PA to confirm proposed cost before executing this agreement.***

The proposed cost does not include changes requested by CCO or rework required by CCO actions. Requested changes will be documented on a Change Order Form and approved by PA and CCO prior to incurring additional costs.

Potential additional costs include but are not limited to changes to the scope of work, additional design work, multiple site visits, changes to the services to be provided, utility poles, guy anchors, lifts. If resources required to support the services of PA and provided by CCO (including lifts, lumber, pole setting, staff assistance, or any other required material or service) are unavailable or cause delay, additional cost may result.

Challenge Course Technical Services Contract  
10/19/2011

Initials \_\_\_\_\_

3b. Deposit and Payment Schedule: Prior to scheduling the work CCO must provide either full payment or a purchase order for the full amount of the contract. If a purchase order is included, a 50% deposit will be invoiced towards this PO for materials prior to the installation date. Any unpaid balance is due within thirty days following completion of the work, pursuant to an invoice for the remaining amount due. All changes to these standard deposit and payment terms will be documented on a payment schedule and attached as part of this contract.

4. Purchase Orders and Invoicing: Towns, cities, and other municipal or governmental entities may submit a purchase order to cover the costs of the services provided. A copy of your tax-exempt certificate must be submitted along with this signed contract if you are submitting a purchase order. Professional services and repair or construction materials will be invoiced separately from equipment - publications, climbing hardware, safety equipment and curriculum materials. Equipment will be invoiced by PA's distribution center in Hasbrouck Heights, NJ.

5. Service Dates: Work shall be scheduled by mutual agreement of CCO and PA. Any Change or cancellation to the scheduled dates of any service delivery by CCO prior to the scheduled start of the work may result in a rescheduling or cancellation fee.

6a. Warranties: Installation services and designated repairs and maintenance work: PA warrants that all installation services, designated repairs and maintenance work will be performed in a good and workmanlike manner, in accordance with the standards of The Association for Challenge Course Technology (ACCT), and that materials used will be free of defects. This warranty extends for a period of two years starting at the completion of the installation or repair project. This warranty does not extend to any wood product, hardware or equipment, which has been subject to other than ordinary use and wear and tear. This warranty also does not apply to any element or equipment used in any manner other than the manner for which it was designed and intended. No other warranty is expressed or implied, and all others are expressly denied, including those of fitness and merchantability. PA has no obligation under this warranty unless it receives written notice of a defect within the two-year period following the completion of the installation or repair. PA's only obligation with respect to any defect in workmanship or materials is to correct the defect, including providing the labor, materials and parts reasonably deemed defective.

6b. Course inspections: PA warrants that all course inspections will be performed in a good and workmanlike manner, in accordance with the standards of the Association for Challenge Course Technology. All challenge course elements and related equipment should be available at the time of inspection. The inspection will be limited to elements and equipment that are available and to which the inspector has reasonable access. If the challenge course was not installed by PA, CCO may be asked to provide design specifications and other information about the original course installation. This may be required where important information cannot reasonably be determined by visual inspection alone. CCO shall also be responsible for informing PA of all known or available information concerning any current or past problems with any elements or equipment. In the absence of such information, PA will presume that there have been no such problems.

ACCT standards require a complete course inspection each year. Course owners are required to monitor the condition of their course elements and equipment and notify a qualified challenge course inspector if problems due to weather, vandalism, or other causes occur. The course inspection is limited to the apparent physical condition of the course elements and equipment at the time of the inspection. Verification that all elements and equipment are being properly used is not included as part of the challenge course inspection.

#### Access to Indoor Course Elements

If the course includes elements that are or will be located indoors, PA employee(s) will require a suitable lift or scaffolding to provide access to the connection points of these installed elements. If a suitable lift or scaffolding can be provided by CCO the conditions listed below will apply. If not, this equipment will be obtained by PA and the additional rental fee and other costs will be billed to CCO, as described above (3).

When a lift or scaffolding is provided, CCO agrees to provide such equipment in good working order to the challenge course site, and to assume responsibility for keeping the site clear of all persons other than designated employees of the CCO while any work is in progress.

PA will indemnify (that is, defend and pay, including costs and attorney's fees) CCO for any claims, losses or damages that may occur as a result of the use of the lift or scaffolding while such equipment is in the custody and control of PA's designated employees, except if such claims are caused in whole or part by the acts or omissions of the CCO. PA will be responsible for any needed repairs to the lift/scaffolding only where the needed repairs are the result of the PA employee's misuse of the lift or scaffolding. At the completion of the work, CCO will resume full responsibility for the safe removal, storage and supervision of the lift or scaffolding.

#### 7. Limitation of Liability, Release, and Indemnity

a) Except only as specified below, and to the maximum extent permitted by law CCO agrees that the risk of injury, death or other loss associated with the challenge course suffered by the CCO or any person other than a PA employee or representative engaged in providing these services, shall be the sole responsibility of CCO and not PA. CCO specifically agrees to release and indemnify (meaning, to defend and pay or reimburse, including costs and attorneys' fees) PA, its officers, directors, representatives, and employees from, and not to sue them for, any claim of loss arising from an activity associated with the challenge course or any aspect of it. The claims which are the subject of these agreements of release and indemnity include, but not exclusively, claims of negligence and claims of indemnity and contribution arising from claims of third persons. The only exceptions to client's agreements to release, indemnify, and not to sue are claims which arise solely from an error or omission in the installation, repair, or inspection service provided by PA, and claims of PA employees engaged in performing those services.

b) CCO acknowledges and agrees that PA is not responsible for, and CCO agrees to release and indemnify PA for, any injury, death or other loss which arises in whole or in part from the replacement or modification of an element, or any part of an element, or piece of equipment, that does not strictly conform to that originally provided by PA and whose installation or application is not specifically supervised and approved by PA.

8. Annual Inspections: Current industry standards require an annual inspection of all challenge course elements and equipment in accordance with standards established by The Association for Challenge Course Technology (ACCT).

9. Permits and Site Preparation: CCO is responsible for all permits required for new installation or any other activities contemplated by this agreement. Unless otherwise provided on the Exhibit attached hereto, CCO is responsible for the preparation of the site, including digging and excavation, and for security for the site during the period required for installation.

**Note: For Sites that choose to supply their own utility poles and/or pole setting services.** Project Adventure will provide detailed information to assist the CCO in obtaining the appropriate poles and setting services. If the poles and anchors that the CCO independently ordered are different in size, class or type from the list provided and this causes a delay in scheduling or installation a fee of \$1000.00 per day for each day of delay will be charged. If your organization has independently contracted for the installation of these poles and anchors and this installation causes a delay for Project Adventure a fee of \$1000.00 per day for each day of delay will be charged.

10. Training: PA recommends training in the use of the challenge course to assist in the reasonable management of the risks of its operation. PA has no responsibility for providing such training unless the parties agree specifically in writing that such training will be provided by PA. In no event will PA be liable for a claim of injury, death or other loss relating to the subsequent performance of a person trained by PA, unless that claim arises solely from an error in the training provided by PA.

11. Program Management: PA recommends that all programs operating challenge course related activities comply with standards established by the Association for Challenge Course Technology (ACCT).

12. Not an Amusement Device: It is specifically understood and agreed that the Challenge Course is not to be used merely as an amusement device, but rather, for education and personal development.

13. Venue and Applicable Law - Alternative Dispute Resolution: The parties agree that any dispute between them will be governed by the substantive laws of the Commonwealth of Massachusetts, but not the laws which would apply the laws of another State. Any mediation or suit shall take place exclusively in Massachusetts. If a dispute cannot be resolved by mutual agreement, the parties agree to submit to a mediator recognized by the Commonwealth of Massachusetts.

14. Cost Recovery

CCO agrees to pay all costs and attorney's fees incurred by PA in defending a claim if that claim is withdrawn or to the extent a Court or mediator determines that PA is not responsible for the injury or loss.

15. Entirety Clause

This document represents the complete agreement between PA and CCO. Any changes in this agreement must be approved by both parties in writing. In the event that a Court deems any part of this agreement invalid, the remaining parts of the contract remain in full force and effect.

**Challenge Course Owner/Operator  
Authorized Representative:**

**Project Adventure, Inc.  
Authorized Representative:**

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Challenge Course Owner/Operator  
Billing Information:**

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

**Project Adventure, Inc.  
719 Cabot Street  
Beverly, MA 01915  
Fax to: 978-524-4600**

**Please return to Project Adventure, Inc:**

- 1) Copy of complete signed agreement initialed on each page.
- 2) Payment check payable to *Project Adventure, Inc.*
- 3) Copy of valid Purchase Order for any unpaid balance.
- 4) Copy of tax-exempt Certificate (if CCO is a tax-exempt organization issuing a Purchase Order)

Proposal prepared by PA Representative: Angel Krimm  
Direct Dial - (978) 524- 4601

Challenge Course Technical Services Contract  
10/19/2011



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Campbell County School District  
525 West Lakeway Road  
Gillette, WY 82718

Shelly Stemcha

307-680-0848

[sstemcha@ccsd.k12.wy.us](mailto:sstemcha@ccsd.k12.wy.us)

Repairs and Lily Pads Installation

April 22, 2013

## Challenge Course Elements

### Challenge Course Repairs

Element	Description of Repair
12 ft Initiative Wall	Rebuild on current poles *See below for pricing
Zip Wire	Replace cable
Climbing Tower	Replace 3 rusty back-up cables

Repairs are based on a time and materials basis. The repairs detailed above will take 0.7 day(s) on-site. If the actual time on site is significantly higher or lower, adjustments will be made on the time of invoice. \$1,330.00

Additional Material Cost -- One or more of the repairs has higher than normal lumber costs, requires specialty hardware, or includes excessive lengths of cable. \$500.00

**Challenge Course Repairs Total** **\$1,830.00**

### Low Outdoor Elements

Qty	Element Name	Notes	Unit Price	Extended Price
1	Wall with platform		\$1,550.00	\$1,550.00
<b>Total Low Outdoor Elements</b>				<b>\$1,550.00</b>

### High Outdoor Elements

Qty	Element Name	Notes	Unit Price	Extended Price
2	Guy Wire		\$170.00	\$340.00
1	Lilly Pads	Install on existing poles	\$2,225.00	\$2,225.00
<b>Total High Outdoor Elements</b>				<b>\$2,565.00</b>

### Lift and Tool Rental & Materials Shipping Allowance

Tool Rental	\$200.00	
Materials Shipping	\$350.00	
<b>Total Allowance for Lift and Tool Rental and Materials Shipping</b>		<b>\$550.00</b>

\* THIS ALLOWANCE IS PROVIDED AS AN ESTIMATE AND MAY BE HIGHER OR LOWER AT THE TIME OF INSTALLATION DEPENDING ON SUBCONTRACTOR COSTS.

<b>Travel Allowance</b>		<b>\$3,627.00</b>
<b>Challenge Course Installation Summary</b>		
<b>Challenge Course Repairs</b>		<b>\$3,380.00</b>
<b>Challenge Course Element Installation</b>		<b>\$2,565.00</b>
<b>Allowance for Lift and Tool Rental and Materials Shipping</b>		<b>\$550.00</b>
<b>Travel Allowance</b>		<b>\$3,627.00</b>
	<b>Grand Total</b>	<b>\$10,122.00</b>



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April 19, 2013

Ms. Shelly Stremcha  
Campbell County School District  
525 West Lakeway Road  
Gillette, WY

Dear Shelly;

Thank you for considering Project Adventure for a Custom Adventure Programming Workshop.

For 40 years Project Adventure has been providing quality adventure programs for youth and adults. Project Adventure workshops are designed to be fun, engaging and informative. Our trainers remain current in industry standards and best practices, and are seasoned professionals who will work to provide participants with a workshop that will meet their needs. Project Adventure's extensive training and consulting business is the bedrock of experience that supports our challenge course design capability. Our commitment to helping others to implement great programs fuels our passion for installing great courses, developing innovative products, and designing effective curricula.

Below is some information regarding the goals and expected outcomes for your proposed adventure training program. Please read through the information carefully, and contact us if you need clarification, or feel like this is not representative of what you are looking for. The scope of workshop services and pricing can be found on page 3 of this proposal, followed by a contract for training services.

### **Through a Custom Adventure Programming Workshop participants will:**

- Be introduced to sequencing, framing and debriefing techniques for a variety of activity types including initiatives, lows and highs.
- Learn and practice basic knot tying and belay skills for high elements.
- Learn the Standard Operating Procedures (safety guidelines) for low and high challenge course elements and care of essential gear.
- Be able to implement an effective and fun adventure program using portable games and initiatives, low and high challenge course elements.

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If you have questions about this proposal, would like to schedule a date, or need revisions to the number of participants or scope of work, please feel free to call me at 978-524-4601.

We look forward to working with you!

Sincerely,  
Angel Krimm  
Director of Sales and Marketing  
Project Adventure, Inc.

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### Project Adventure Custom Training Proposal *Adventure Programming Workshop*

**Type of Workshop:** Foundational Technical skills

**Location:** 525 West Lakeway Road, Gillette, WY 82718

**Dates:**\* -To Be Determined – prior to May 30<sup>th</sup>, 2013

*\*Please note that training dates are reserved on a first come-first served basis, and that a 50% deposit along with a signed Terms of Agreement are required in order to confirm training dates.*

Maximum number of participants: 12

#### **Program Fees**

Below are the fees associated with your Project Adventure program. Please be sure to read through the Training Services Contract following this proposal for information regarding billing, cancellation and changes in participant numbers. Your organization will be charged the fees outlined below unless services requested or the number of participants are changed at least two weeks prior to your program date. Once you have read and agree to this contract, please initial and sign this proposal, as well as all pages of the contract. On the last page of the contract you will find space to sign and complete important information regarding your workshop.

***Program fees for Custom Adventure Programming workshop: \$5,775.00***

*\*Fees are based on a flat fee for the trainer and are not adjusted for fewer participants. Please call our office if you anticipate a larger number of participants as an additional trainer may be required.*

The fees above include:

- ❖ Pre-program consultation with trainer
- ❖ Custom program design
- ❖ Facilitation
- ❖ Trainer travel expenses

Workshop manuals can be purchased for \$28 per manual.



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## Training Services Contract For Campbell County School District

This is an agreement for training services provided by Project Adventure, Inc. ("PA"), a non-profit Massachusetts corporation, for ("CLIENT").

1. Site: The training services will be provided at: 525 West Lakeway Road, Gillette, WY,

2. Training Services of "PA": The costs and expenses of the contracted services may be described in detail in a proposal document.

**Proposal Attached? Yes, Dated April 19, 2013**

3. Costs and Expenses: The cost of the services provided in this contract including all labor, training materials, and travel is:

**Proposed Cost: \$5,775.00, Date of Proposal: April 19, 2013**

*Note: The proposed cost is valid for six (6) months from the date proposed (above) unless there are significant cost increases beyond PA's control. After six months, please contact "PA" to confirm proposed cost before executing this agreement.*

4. Deposit: A 50 % advance deposit of the agreed estimated amount is required to confirm dates and schedule a training. Town, cities, and other municipal or governmental entities may submit a purchase order to cover the costs of the proposed training. A tax exempt certificate must be submitted with all purchase orders.

5. Payment Terms: A final invoice will be sent following the delivery of services. The unpaid balance is due within 30 of the date of invoice.

6. Training Dates: The training dates shall be scheduled by mutual agreement of "CLIENT" and "PA".



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7. Refund and Cancellation Policy: Deposits are refundable if cancellations are made in writing at least 3 weeks prior to the start date of the training. Any change or cancellation requested by the "CLIENT" less than 3 weeks before the scheduled training may result in a rescheduling or cancellation fee. Costs incurred by "PA" on behalf of the CLIENT such as non-refundable airline fees will be the responsibility of the "CLIENT".

### 8. Limitation of Liability, Release, and Indemnity

Except only as specified below, and to the maximum extent permitted by law "CLIENT" agrees that the risk of injury, death or other loss associated with challenge course programming or any other related program activities offered by the "CLIENT" suffered by the "CLIENT" or any person other than a "PA" employee or representative engaged in providing the training service, shall be the sole responsibility of "CLIENT" and not "PA". "CLIENT" specifically agrees to release and indemnify (meaning, to defend and pay or reimburse, including costs and attorneys' fees) "PA", its officers, directors, representatives, and employees from, and not to sue them for, any claim of loss arising from an activity associated with the challenge course program or other related programming or any aspect of it. The claims which are the subject of these agreements of release and indemnity include, but not exclusively, claims of negligence and claims of indemnity and contribution arising from claims of third persons.

9. Hiring Restrictions: "CLIENT" and "PA" mutually agree not to hire any employee, associate or consultant, or former employee, associate or consultant of the other, while this contract is in force, or for a period of one year after this contract's termination without the express written permission of the other party. Should either party employ an employee, associate, or consultant of the other party within a period of one year after the termination of this contract, a fee of no less than 45% of the annual salary will be due and payable by the party hiring the other party's staff member.

10. Venue and Applicable Law - Alternative Dispute Resolution: The parties agree that any dispute between them will be governed by the substantive laws of the Commonwealth of Massachusetts, but not the laws which would apply the laws of another State. Any mediation or suit shall take place exclusively in Massachusetts. If a

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dispute cannot be resolved by mutual agreement, the parties agree to submit to a mediator recognized by the Commonwealth of Massachusetts.

### 11. Cost Recovery

"CLIENT" agrees to pay all costs and attorneys' fees incurred by "PA" in defending a claim if that claim is withdrawn or to the extent a Court or mediator determines that "PA" is not responsible for the injury or loss.

### 12. Entirety Clause

This document including any referenced attachments represents the complete agreement between "PA" and "CLIENT". Any changes in this agreement must be approved by both parties in writing. In the event that a Court deems any part of this agreement invalid, the remaining parts of the contract remain in full force and effect.

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"CLIENT" Campbell County School District Project Adventure, Inc.

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address

**"CLIENT" Billing Information:**

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Street

\_\_\_\_\_  
City, State, Zip

**Please return to Project Adventure, Inc:**  
1) Copy of complete signed agreement initialed on each page.  
2) Copy of Purchase Order or a Deposit Check Payable to *Project Adventure, Inc.*  
3) Copy of tax-exempt Certificate.

Prepared by PA representative: Angel Krimm  
Direct Dial: (978) 524-4601

\_\_\_\_\_  
Attn: (If other than name listed above)

**Services agreed upon:**

Number of participants: \_\_\_\_\_ Preferred training dates: \_\_\_\_\_

Location of Training  
\_\_\_\_\_

Preferred hours of training: from \_\_\_\_\_ to \_\_\_\_\_ each day

Deposit amount due: \_\_\_\_\_ Check or PO # \_\_\_\_\_

\_\_\_\_\_  
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