

## **Bonanza Service Agreement**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Bonanza Education Center, a 501(c)(3), non profit tax exempt corporation, located at 31167 Big Stone Lake Road, Clinton, Minnesota 56225, (BONANZA) and Independent School District Number \_\_\_\_ of \_\_\_\_\_ (SCHOOL).

### **RECITALS:**

Whereas, BONANZA and SCHOOL are both vitally interested in the scope and nature of environmental problems, and together creating environmental education learning experiences unique to students and the public at large, and

Whereas, a closer working relationship between BONANZA and SCHOOL as contemplated by this Agreement will assist in furthering such experiences, and

Whereas, SCHOOL agrees to support BONANZA's role as an area environmental education center.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and payments hereinafter set forth and other good and valuable considerations the receipt of which both parties hereto agree are received, the parties agree as follows:

### **PURPOSE OF AGREEMENT**

It is the purpose of this Agreement to fix the terms, conditions and considerations for the provision of specified services by BONANZA to SCHOOL and the payments and obligations of SCHOOL to BONANZA for payment for such services.

### **OBLIGATIONS OF BONANZA**

During the term of this Agreement, BONANZA shall:

1. make available its premises and facilities to SCHOOL for the teaching of environmental learning experiences to SCHOOL's students and faculty;
2. provide staff for the instruction and teaching of classes, seminars and meetings for school purposes;
3. provide to SCHOOL, annual relevant curriculums and courses of study describing and summarizing its activities for the preceding year consistent with the objects and purposes of environmental education;

4. **maintain its grounds and structural facilities in a clean, habitable and safe condition;**
5. **have available, within its financial ability, educational resources, such as a library and educational electronic media both for onsite use or offsite rental;**
6. **make available to SCHOOL classes at least 2 visits per calendar year;**
7. **upon request and when possible, make BONANZA's equipment and facilities available for School Board meetings, retreats, and teacher in house service.**

## **OBLIGATIONS OF SCHOOL**

**During the term of this Agreement, SCHOOL shall:**

1. **pay an annual fee of \$7.00 per student, which shall be due and payable on or before October 1<sup>st</sup> of contract year;**
2. **provide transportation to and from Bonanza at SCHOOL's expense for its students, faculty and any other persons selected by SCHOOL to be in attendance at BONANZA;**
3. **each SCHOOL has a right to appoint a member to the BONANZA Board of Directors;**
4. **maintain a suggested one to 10 ratio of adult to student for all groups attending BONANZA pursuant to this Agreement;**
5. **at all times be responsible for the conduct and discipline of its students, faculty members and other persons attending the BONANZA facilities within the scope of this Agreement;**
6. **fully acquaint its students with the Rules and Regulations of BONANZA prior to attending classes at BONANZA.**

## **TERM OF AGREEMENT**

**This Agreement shall be ongoing. Before June 30<sup>th</sup> of each fiscal year, school districts shall notify BONANZA if they intend to withdraw from BONANZA. The withdrawal would be effective June 30<sup>th</sup> of the following year.**

## **FEEES FOR SERVICES**

**SCHOOL shall pay to BONANZA an annual fee for services of \$7.00 for each student enrolled as of September 1<sup>st</sup> of the contract year, such fee payable on or before October 1<sup>st</sup> of contract year.**

## **COMPLETE AGREEMENT; AMENDMENTS**

**This Agreement, constitutes the entire agreement between the parties, superseding all previous agreements, if any, entered into between the parties; no oral or implied representations or understandings shall vary its terms. None of the covenants, terms or conditions of this Agreement shall in any manner be altered, waived, modified, changed or abandoned except by a written instrument duly signed and acknowledged by the parties hereto.**

## **NO PARTNERSHIP CREATED**

**This Agreement shall not be construed as creating a relationship of principal and agent or of a joint venture, partnership or other business association between BONANZA and SCHOOL.**

## **CAPTIONS**

**The captions of this Agreement are for convenience only and are not to be construed as part of this Agreement and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.**

## **SEVERABILITY**

**If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.**

## **APPLICABLE LAW**

**This Agreement shall be construed and enforced in accordance with the laws of the state of Minnesota.**

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.**

**SCHOOL**

Philip A. Hart 9/9/14  
**Its President**

**BONANZA**

Michael J. Larson  
**Its President**

**Mailing address PoBox 295, Clinton Mn, 56225**