MASTER SERVICE AGREEMENT

This Master Service Agreement ("Agreement") is made and entered into this 11th day of June, 2024 (the "Effective Date"), by and between Campbell County School District Number One, a Wyoming governmental entity ("CCSD"), and Center for Youth Evangelism, a Michigan nonprofit registered to do business in the State of Wyoming ("CYE").

WHEREAS, CYE desires to use facilities and obtain the services of CCSD, and CCSD desires to provide such services and related materials in accordance with this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the receipt and sufficiency of which is acknowledged, the parties do hereby agree as follows:

1. Request for Services. Pursuant to the terms and subject to the conditions of this Agreement, from time to time, CYE may request use of facilities or services from CCSD (Work). Such Work will be described in the Addendums. As used herein, "control" (including "controlling," "controlled by," and "under common control with") shall mean the possession, directly or indirectly, of power to direct or cause the direction of management or policies of an entity, whether through the ownership of securities or partnership or other ownership interests, by written contract, indenture, note bond, loan, instrument, lease, commitment or otherwise. By submitting an Addendum in accordance with this Agreement, CYE agrees to be bound by the terms and conditions hereof with respect to matters covered by that Addendum. Upon accepting the request to provide Work, CCSD agrees to provide such Work to CYE on the same terms and conditions as set forth in this Agreement.

2. <u>Description of Work</u>.

- (a) CCSD Work. Upon CYE's request, CCSD agrees to provide, as applicable, personnel, tools, technical capability, transportation, facilities and/or equipment to CYE, as described in an Addendum (the "Work"), all in accordance with the terms and conditions of this Agreement.
- (b) *Addendum(s)*. The parties will prepare an Addendum for each separate facility to be used or service to be provided, outlining the description of services required and any related materials, the scope of the use of facilities or services, fees, and other necessary information related to the Work. The Addendum must be signed by an authorized representative of CCSD and CYE prior to the commencement of Work. In the event of any conflict between the terms of the Addendum and those of this Agreement, the terms of this Agreement shall prevail except for matters of fees and payment and reimbursement of expenses, if further specified in the Addendum. At no time shall either party deviate from the Addendum without written authorization from the other Party. Each Addendum will be substantially in the form of the attached Exhibit A and shall be numbered sequentially and refer to this Agreement.
- (c) *Non-Exclusive / No Obligation*. This Agreement does not obligate CCSD to provide services or facilities to CYE, but it shall control and govern all Work provided by CCSD and shall define the rights and obligations of CCSD and CYE during the Term hereof. In the event CCSD provides Work to CYE which is not specifically set forth in an Addendum, such Work shall be governed by the terms and conditions of this Agreement.
- **3.** Attachments. This Agreement consists of the main body, and all Addendums executed by the Parties hereunder.
- **4.** <u>Payment Terms</u>. (a) *Rates, Charges, and Invoicing*: Unless otherwise stated in the Addendum, CYE agrees to pay CCSD, and CCSD agrees to accept, as full and complete compensation for acceptable Work, payment according to the amounts described in the Addendums with payment for all Work invoiced to CYE in one invoice. CYE shall have 30 days following receipt of the invoice to pay CCSD in full. In the event payment is not timely made, interest shall accrue thereon at the rate of 18% per annum on any outstanding balance. Each party shall be responsible to pay their own taxes, insurance, and employment expenses.
- 5. <u>Insurance</u>. CYE shall obtain and maintain insurance coverage satisfactory to CCSD shall obtain and maintain, at its expense, all appropriate insurance coverage for its use of CCSD facilities and equipment under this Agreement, including but not limited to, liability insurance coverage for its liability in the amount of \$1,000,000 per occurrence and \$5,000,000 for all claims. CYE shall obtain and maintain, at its expense, liability insurance coverage for CCSD's liability under this Agreement in the amount of \$250,000 per claimant for all claims arising out of a single transaction or occurrence and \$500,000 for all claims arising out of a single transaction or occurrence and for this coverage as described in Wyoming Statute §1-39-118. CYE shall name CCSD as additional insureds on the policy and provide CCSD with a copy of the Certificate of Insurance. The policy shall require CYE to provide CCSD with 30 days'

notice of termination or change of insurance coverage required by this paragraph. It shall be a material breach of this Agreement and cause for immediate termination by CCSD for CYE to fail to comply with these provisions. CYE shall waive all rights against CCSD and its employees, representatives, and agents for all losses and damages caused by, arising out of, or resulting from the use of the facilities and equipment under this Agreement that may be covered by any insurance policies for losses and damages so caused. CYE shall also waive any right of subrogation that it may have against CCSD or under any insurance coverage required herein. Such insurance coverage shall be considered the minimum required coverage and shall in no way limit CYE's liability.

6. <u>Independent Contractor</u>. The parties expressly understand and agree that CCSD is acting as an independent contractor unrelated to CYE. Nothing in this Agreement or in any Addendum is intended to create a relationship, express or implied, of employer-employee or principal-agent between CCSD and CYE.

7. Indemnification and Waiver of Liability.

(a) General Indemnity: CCSD shall have no liability to CYE or any third party related to CYE's use of CCSD facilities or equipment under this Agreement. CYE agrees to defend, protect, indemnify and hold harmless CCSD, its directors, officers, agents and employees (collectively "CCSD Indemnitees"), from every kind or character of damages, losses (including death), liabilities (including taxes, liens), expenses, demands or claims, judgments, orders, or decrees, including any and all costs and fees (including without limitation, claims for interest, court costs and attorneys' fees and expenses of investigation) (collectively, the "Liabilities") to the extent arising from the strict liability, intentional misconduct, illegal acts, negligent acts or omissions of CYE, its agents, subcontractors or employees in the use of CCSD's facilities or equipment. Notwithstanding the foregoing, CYE shall not be required to pay, reimburse or hold CCSD Indemnitees harmless from any loss or damage to the extent that it is finally adjudicated in a court of competent jurisdiction that such claims are caused by any intentional misconduct, illegal acts, negligent acts or omissions of CCSD or the CCSD Indemnitees, and CCSD shall protect and hold harmless CYE, its affiliates, their directors, officers, agents and employees from such claims. The provisions of this section shall survive any termination or expiration of this Agreement, and the foregoing indemnity obligations shall not be limited by any insurance coverages that are required under this Agreement.

8. Term and Termination.

- (a) *Term*: This Agreement shall commence on the Effective Date and shall continue through August 31, 2024 ("Term"). The services provided under this Agreement shall be provided between the dates of August 5th through August 11th, 2024.
- (b) Termination of the Agreement for Cause: CCSD may terminate this Agreement for cause upon CYE's breach of this Agreement, which remains uncured for a period of ten (10) days after CYE receives CCSD's written notice of breach reasonably specifying the alleged breaches. Additionally, CYE shall be deemed to have breached this Agreement if CYE is insolvent, seeks protection from creditors, makes a general assignment for the benefit of creditors, violates any law, ordinance, rule, regulation, or order of any public authority having jurisdiction, or if a receiver is appointed for its business, or it otherwise violates a material provision of an Addendum and/or this Agreement.
- (c) Termination of the Agreement for Convenience: CCSD may terminate this Agreement at any time and for convenience, upon thirty (30) days prior written notice to CYE. Any termination of this Agreement by CCSD for convenience shall not terminate any outstanding Addendum in effect as of the effective date of such termination for convenience (unless also terminated pursuant to Section 9(d) below). Outstanding Addendums shall continue to be governed by the terms and conditions of this Agreement until the Work is complete or the applicable Addendum expires or otherwise terminates. Under no circumstance shall CCSD be liable for any special damages, unrealized costs or anticipated profits of CYE.
- (d) *Termination of an Addendum for Convenience*: CCSD may terminate an Addendum it has entered into, at any time, for its own convenience or for any reason or reasons whatsoever upon thirty (30) days' prior written notice to CYE. CCSD shall be paid for the conforming Work performed up to the date of cancellation or termination. Under no circumstance shall CCSD be liable for any unrealized costs or anticipated profits of CYE.
- (e) Termination of an Addendum for Cause: Either party may terminate an Addendum for cause upon a breach of the Addendum which remains uncured for a period of ten (10) days after the breaching party receives written notice of such breach. A party shall be deemed to have breached an Addendum if such party is insolvent, seeks protection from creditors, makes a general assignment for the benefit of creditors, violates any law, ordinance, rule, regulation,

- or order of any public authority having jurisdiction, or if a receiver is appointed for its business, or it otherwise violates a material provision of the Addendum and/or this Agreement.
- (f) Continuation of Outstanding Addendums: Notwithstanding its termination, and without prejudice to CCSD's right to terminate Work for convenience, this Agreement shall continue to govern the provision of any Work still in progress until all such Work is complete by CCSD.
- **9.** <u>Assignment</u>. CYE shall not assign this Agreement without CCSD's prior written consent. Any attempt to assign this Agreement without the prior written consent of CCSD shall, at CCSD's discretion and election, be null and void.
- **10.** <u>Notices</u>. Notices pertaining to this Agreement shall be in writing and deemed to have been duly given if delivered in person, by overnight courier or by registered or certified mail (postage prepaid, return receipt requested), or by facsimile with electronic confirmation, to the respective party at the address listed below (include street and mailing address):

Campbell County School District Number One		Center for Youth Evangelism	
Name: Campbell County School District Number One		Name: Center for Youth Evangelism	
Attention: Board of Trustees		Attention: Kim Taylor/Vern Byrd	
Street	1000 West 8 th Street	Street	4145 E. Campus Circle Dr. Room S103
Address:	Gillette, WY 82716	Address:	Berrien Springs, MI 49104
Mailing	P.O. Box 3033	Mailing	4145 E. Campus Circle Dr. Room S103
Address:	Gillette, WY 82717-3033	Address:	Berrien Springs, MI 49104
E-mail:		E-mail: ktaylor@southernunion.com	
Fax:		Fax:	
Phone:		Phone: 615-571-6026	

Any communications or notices pertaining to an Addendum shall be made, in accordance with the terms of this provision, to the Designated Representative set forth in the applicable Addendum.

11. Wyoming Governmental Entity. CCSD is a Wyoming governmental entity. By entering into this Agreement, CCSD does not waive any governmental immunity to which it is entitled, and CCSD expressly reserves the right to assert governmental immunity to any claims arising under this Agreement. Notwithstanding anything herein to the contrary and to the maximum extent permitted by law, CCSD shall not be liable to Contractor for any consequential losses or damages, whether arising in contract or tort or otherwise, including, without limitation, loss of profits, business, reputation, or financing or impairment of capital. To the maximum extent permitted by law, Contractor will indemnify, defend and hold harmless CCSD from any claims against CCSD, its employees, representatives, and agents for any claim for injury or damage suffered by any person alleged to have arisen from the actions of Contractor or its agents.

12. Compliance with Laws.

- (a) Compliance with Laws and Regulations: CYE agrees to comply, and shall cause its employees, agents, and subcontractors to comply, with all statutes, regulations, rules, ordinances, orders, and court or agency decisions applicable to its use of CCSD's facilities and equipment.
- 13. <u>Safety and Environmental Matters</u>. (a) *CYE Preparedness*: CYE agrees to provide all necessary training, safety equipment, and safety instruction necessary for the safety of its employees, guests and invitees. CYE agrees to comply with (i) CCSD's safety requirements, as updated from time to time in CCSD's sole discretion, and incorporated herein by reference, which are available for inspection upon request, and (ii) any applicable federal, state or other governmental laws, rules or regulations, including, but not limited to, those enacted pursuant to the Occupational Safety and Health Act.
- (b) Safety Violations: CCSD may, at its option and without penalty, suspend the performance of Work for a full safety inspection and correction, at any time, if the CCSD Designated Representative or designee: (i) discovers a clear safety violation; (ii) sees the possibility of a dangerous condition in any Worksite; or (iii) notices a pattern by CYE of disregard for safety. Notwithstanding the foregoing, nothing in this Section shall be construed to obligate

- CCSD to monitor or supervise CYE safety practices or performance; and failure to monitor shall not be construed as a waiver of CYE's obligations hereunder.
- (c) Removal of Waste: CYE agrees to maintain all Work site(s) hereunder in a clean, safe condition in compliance with applicable regulations and to CCSD's reasonable satisfaction, and shall remove all waste, unused material belonging to CYE, rubbish, releases, spills, trash, debris or equipment from CCSD premises or other areas where Work has been performed, or where such material has accumulated.
- **14.** <u>Drug/Alcohol Policy</u>. CCSD does not allow any alcoholic beverages, guns, tobacco or illegal substances on its property. Any person suspected, or found to be possessing illegal drugs, alcohol, tobacco products, guns, or using alcohol or drugs on CCSD premises will be removed from the premises at CCSD's sole discretion.
- **15.** <u>Removal of Contractor Personnel.</u> CCSD can request CYE to remove any CYE employee, guest or invitee from any CCSD premise or work assignment with or without cause, by verbal or written order, such removal to occur immediately.

16. Miscellaneous Provisions.

- (a) *Survival*: The terms and conditions which by their nature should survive the termination of this Agreement shall so survive, including but not limited to warranty and indemnity obligations. Termination of this Agreement shall not relieve any party from any obligation accruing or accrued by the date of such termination, nor deprive a party not in default of any remedy otherwise available to it.
- (b) No Third-Party Beneficiary: No provision of this Agreement shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person a third-party beneficiary of this Agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.
- (c) Severability: Each portion of this Agreement is intended to be severable. If any term or provision hereof is held illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
- (d) Governing Law, Jurisdiction, and Venue: This Agreement and the rights and duties of the parties arising out of this Agreement shall be governed by and construed in accordance with the laws of Wyoming. If a party wishes to pursue legal action pertaining to this Agreement, the parties agree that such action shall be commenced and prosecuted in the courts of Sixth Judicial District Court, Campbell County, Wyoming, and each party submits to the exclusive jurisdiction of said court and waives the right to change venue.
- (e) Entire Agreement/Merger and Integration: This Agreement, the Addendums and its attachments, schedules and referenced documents constitute the entire Agreement between the parties hereto, and, except as provided herein, no prior oral or written representations shall serve to modify or amend this Agreement.
- (f) Representation: Each party of this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party hereto, or anyone acting on behalf of any party hereto, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing, signed and dated by all parties hereto.
- (g) Force Majeure: No Party shall be liable to perform under this Agreement if such failure arises out of causes beyond control and without the fault or negligence of said Party. Such causes may include, but are not limited to, Acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather.
- (h) *Counterparts*: This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures on this Agreement and any related documents may be by facsimile or .pdf with original signatures to follow.

[SIGNATURE LINES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CAMPBELL COUNTY SCHOOL DISTRICT NO. 1	ANDREWS UNIVERSITY, CENTER FOR YOUTH EVANGELISM, INTERNATIONAL CAMPOREE
By:	By: Kim Taylor
Name	Name:
Title:	Title: Officite Activities Director for Ir
Date:	Date: 52324

Addendum A Planetarium

This Addendum is entered into this 11th day of June, 2024 by and between Campbell County School District Number One, a Wyoming governmental entity ("CCSD"), and Center for Youth Evangelism, a Michigan nonprofit registered to do business in the State of Wyoming ("CYE") (collectively the "Parties") and is governed by the terms and conditions of that certain Master Service Agreement between the Parties.

- 1. **Responsibilities of CCSD**. The District shall furnish access and operation of the Planetarium located in Sage Valley Junior High School to be available to CYE during dates and times agreed to by the Parties from August 6th through August 9th, 2024.
- 2. **Use Requirements**. CYE shall restore all CCSD facilities it uses to the condition they were in prior to use. CYE shall cause all trash to be removed from the facilities and pay for any additional cleaning required due to CYE's use under this Work Order.
- 3. **Damages to Facilities**. CYE shall, for itself and its agents, guests and invitees, waive all right to recover damages under this Addendum, whether arising out of contract or equity. CYE's exclusive remedy under this Addendum shall be to terminate this Addendum. CCSD's remedies shall include all available under the law.
- 4. **Cost**. CCSD shall charge the following for use of the Planetarium:

Wed (8/7)- Fri (8/9) 4 shows each day, maximum of 68 people per show. Donation of \$1 per person for each person per show.

Tues (8/6) Shows at 1pm and 2:30pm- 2 shows, maximum of 68 people per show. Donation of \$1 per person per show.

Hourly custodial fees associated with cleaning services required beyond normal use of the facility if applicable.

- 5. **Release of Claims**. CYE shall fully release, indemnify and hold harmless CCSD, its officers, agents, employees, successors and assigns from any and all causes of action, claims, liabilities, demands or expenses arising out of the use of CCSD's Planetarium facilities under this Addendum.
- 6. **Contact People**. During the term of this Addendum, matters or issues arising shall, as applicable, be directed to:

CCSD: <u>Paul Zeleski</u>, (307) 682-4307, Email: planet@ccsd.k12.wy.us CYE: Kim Taylor (615)-571-6026 Email: <u>ktaylor@southernunion.com</u>.

Addendum B Transportation

This Addendum is entered into this 11th day of June, 2024 by and between Campbell County School District Number One, a Wyoming governmental entity ("CCSD"), and Center for Youth Evangelism, a Michigan nonprofit registered to do business in the State of Wyoming ("CYE") (collectively the "Parties") and is governed by the terms and conditions of that certain Master Service Agreement between the Parties.

- 1. **Responsibilities of CCSD**. The District shall furnish the following equipment to be available to CYE during dates and times agreed to by the Parties from August 5th through August 11, 2024:
 - A. Forty busses, each with a capacity of 50 adult passengers, and
 - B. Two (2) wheelchair accessible busses.

The busses listed above represent the maximum number of buses to be in operation at any one time.

- 2. **Qualification of Drivers**. For the term of this Addendum, CCSD and CYE shall ensure that the buses leased under this Addendum are driven by qualified CCSD personnel who possess valid commercial driver's licenses for the type of vehicle operated.
- 3. **Unloading and Loading Zone**. CYE will maintain all loading and unloading zones to CCSD standards and CCSD will only be required to drive on surfaces that it deems safe and adequate in its sole discretion.
- 4. **Use requirements.** CYE shall restore all CCSD equipment/busses used to the condition they were in prior to use. CYE shall cause all trash to be removed from the busses each day and pay for additional cleaning required due to CYE's use under this Addendum.
- **5. Repairs and Maintenance**. CCSD may substitute or decrease the number of buses as inventory is available due to any repairs and maintenance required to safely operate the equipment. In the event towing of a bus is required under this Addendum, CYE shall pay the reasonable cost of towing by a qualified company of its choosing.
- 6. **Damages to Equipment by CYE**. CYE shall restore all buses to at least as good of condition as they were in prior to use. CYE shall cause all trash to be removed from the buses and pay for any additional cleaning or damages done to the buses by CYE or its invitees or agents under this Addendum.
- 7. **Release of Claims**. CYE shall fully release, indemnify and hold harmless CCSD, its officers, agents, employees, successors and assigns from any and all causes of action, claims, liabilities, demands or expenses arising out of the use of CCSD school buses under this Addendum.
- 8. **Cost**. CCSD shall charge the following for bus operation:
 - \$2.85 per mile for bus operation, fuel and fuel additives

Actual costs for salaries and benefits per driver including time and a half beyond 40 hours of service.

CCSD will track bus driver hours through Time Clock software to calculate the exact number of hours and/or overtime costs

9. Transporting Individual Groups To/From Airport.

Will use Go Fan app so that individuals/groups needing transportation from the airport can pay in advance of their arrival to Gillette. 1 Adult sponsor per bus is required for all trips.

10. **Contact People**. During the term of this Addendum, matters or issues arising shall, as applicable, be directed to:

CCSD: Jerry Bowman, (307) 687-5900, Email: jbowman@ccsd.k12.wy.us CYE: Kim Taylor (615)-571-6026 Email: ktaylor@southernunion.com

Addendum C Thunder Basin Soccer Fields #2 & #3

This Addendum is entered into this 11th day of June, 2024 by and between Campbell County School District Number One, a Wyoming governmental entity ("CCSD"), and Center for Youth Evangelism, a Michigan nonprofit registered to do business in the State of Wyoming ("CYE") (collectively the "Parties") and is governed by the terms and conditions of that certain Master Service Agreement between the Parties.

- 1. **Responsibilities of CCSD**. The District shall furnish access to soccer fields #2 and #3 located at Thunder Basin High School to be available to CYE during dates and times agreed to by the Parties from August 6th through August 9th, 2024.
- 2. **Use Requirements**. CYE shall restore all CCSD facilities it uses to the condition they were in prior to use. CYE shall cause all trash to be removed from the facilities and pay for any additional cleaning required due to CYE's use under this Addendum.
- 3. **Damages to Facilities**. CYE shall, for itself and its agents, guests and invitees, waive all right to recover damages under this Addendum, whether arising out of contract or equity. CYE's exclusive remedy under this Addendum shall be to terminate this Addendum. CCSD's remedies shall include all available under the law.
- 4. **Cost**. CCSD shall charge the following for use of the soccer fields:

No cost to use the soccer fields #2 and #3 at Thunder Basin High School See attached facility use form for use of Soccer fields

- 5. **Release of Claims**. CYE shall fully release, indemnify and hold harmless CCSD, its officers, agents, employees, successors and assigns from any and all causes of action, claims, liabilities, demands or expenses arising out of the use of CCSD's soccer facilities under this Addendum.
- 6. **Contact People**. During the term of this Addendum, matters or issues arising shall, as applicable, be directed to:

CCSD: Michael Delancy (307) 687-7733, Email: mdelancy@ccsd.k12.wy.us CYE: Kim Taylor (615)-571-6026 Email: ktaylor@southernunion.com

Addendum D CCSD Aquatic Center

This Addendum is entered into this 11th day of June, 2024 by and between Campbell County School District Number One, a Wyoming governmental entity ("CCSD"), and Center for Youth Evangelism, a Michigan nonprofit registered to do business in the State of Wyoming ("CYE") (collectively the "Parties") and is governed by the terms and conditions of that certain Master Service Agreement between the Parties.

- 1. **Responsibilities of CCSD**. The District shall furnish access to the Aquatic Center located at 800 Warlow Dr. to be available to CYE during dates and times agreed to by the Parties from August 6th through August 9th, 2024.
- 2. **Use Requirements**. CYE shall restore all CCSD facilities it uses to the condition they were in prior to use. CYE shall cause all trash to be removed from the facilities and pay for any additional cleaning required due to CYE's use under this Addendum.
- 3. **Damages to Facilities**. CYE shall, for itself and its agents, guests and invitees, waive all right to recover damages under this Addendum, whether arising out of contract or equity. CYE's exclusive remedy under this Addendum shall be to terminate this Addendum. CCSD's remedies shall include all available under the law.
- 4. **Capacity**. CCSD will provide 4 lifeguards on duty each day. Each lifeguard can oversee up to 25 swimmers. CYE will be limited to a capacity of 100 swimmers swimming at the Aquatic Center pool at any one time. The building will be open from 9 am to 5 pm each day. The lifeguards will clear the pool for 15 minutes every 90 minutes for safety and sanitary reasons.
- **5.** Cost. CCSD shall charge the following for use of the Aquatic Center:

CYE will pay actual salaries and benefits for 4 lifeguards during the times and dates outlined above. CYE will also pay time and a half per lifeguard for any hours over the agreed upon 28 hours of service.

- *CCSD will track lifeguard hours through Time Clock Plus software to calculate the exact number of hours and/or overtime costs.
- 6. **Release of Claims**. CYE shall fully release, indemnify and hold harmless CCSD, its officers, agents, employees, successors and assigns from any and all causes of action, claims, liabilities, demands or expenses arising out of the use of CCSD's soccer facilities under this Addendum.
- 7. **Contact People**. During the term of this Addendum, matters or issues arising shall, as applicable, be directed to:

CCSD: Phil Rehard (307) 686-3757, Email: prehard@ccsd.k12.wy.us CYE: Kim Taylor (615) 571-6026 Email: ktaylor@southernunion.com