

SPARK Program Agreement

This SPARK Program Agreement (“Agreement”), dated [REDACTED] (“Effective Date”), is by and between Share Peace and Rekindle Kindness, Inc., a non-profit organized under the laws of North Carolina (“SPARK”), located in Winston-Salem, North Carolina, and [REDACTED] (“Participating Group”), located at [REDACTED] (separately a “Party”; collectively, the “Parties”).

Background

SPARK designs, organizes, and conducts service projects for a variety of social causes. Participating Group desires to participate in SPARK’s service project to be held in [INSERT CITY/STATE [REDACTED], [REDACTED]] from [INSERT STATE DATE [REDACTED] / [REDACTED] / [REDACTED]] to [INSERT END DATE [REDACTED] / [REDACTED] / [REDACTED]] (“Program”).

Accordingly, the Parties agree as follows:

- 1. Key Contact Person.** The person at SPARK to direct all questions to is:
Amber Harris
Executive Director, SPARK
executivedirector@spark-community.org
540-230-2923

The key contact person for Participating Group is:

[REDACTED]

- 2. Fees.** SPARK charges a fee for Programs to cover costs associated with the service projects. The fee to participate in this Program is \$330 per participant. SPARK is happy to grant Participating Group one free chaperone for the Program. The estimated number of participants for Participating Group is [REDACTED], for a total group fee of [REDACTED] (“Fee”) for the Program. The Fee shall be paid in three installments. Ten percent (10%) of the Fee shall be due at the time that this Agreement is signed and returned to SPARK (“The Registration Fee”). Fifty percent (50%) of the Fee shall be paid sixty (60) days prior to the start date of the Program, in this instance [INSERT FIRST PAYMENT DATE [REDACTED] / [REDACTED] / [REDACTED]] (“The First Payment”). The remaining balance shall be paid fifteen days prior to the start date of the Program, in this instance [INSERT SECOND PAYMENT DATE [REDACTED] / [REDACTED] / [REDACTED]] (“The Second Payment”). Other than as outlined in paragraph 3, all payments are non-refundable once they have been submitted to SPARK. At the time of the First Payment, Participating Group shall be locked into the number of participants paid for at that date, and the Second Payment shall automatically be determined by the number of participants paid for with the First Payment. While

Participating Group may not decrease the number of participants after the First Payment, it may increase the number of participants beyond that point provided that SPARK approves such an increase. In the event of an increase, the Second Payment will be adjusted to include any amounts owed for additional participants.

3. **Early Termination.** Participating Group may terminate this Agreement at any time; however, Participating Group will forfeit any monies paid or due to SPARK at the time of such termination. SPARK may terminate this Agreement at any time. In the event that SPARK terminates this Agreement due to no fault of Participating Group, SPARK will issue Participating Group a refund for all payments made to SPARK, less The Registration Fee, which is not refundable under any circumstance.
4. **Permission Forms.** Participating Group agrees to require all participants to fill out the SPARK registration forms (which will be provided after receipt of this signed Agreement) and further agrees to submit such forms to the SPARK Contact Person outlined above no later than fifteen (15) days prior to the start date of the Program.
5. **Participating Group Conduct.** Participating Group agrees to follow all rules outlined by SPARK staff and to hold its participants accountable for following the rules as well. In addition, Participating Group understands that SPARK expects all participants to treat each other, SPARK staff, community members, and the property of the host site which houses Participating Group and all service sites with respect. Participating Group agrees to hold its participants accountable to this standard. Behavior that will be considered in violation of this provision shall include, but not be limited to: possessing or using cigarettes, alcoholic beverages, and/or illegal substances; physical or verbal (including hateful, discriminatory, sexually explicit, threatening, or otherwise offensive) abuse, harassment, or violence towards another participant, a SPARK staff member, or a community member; possession of a weapon; stealing or intentionally destroying or severely damaging property; sexually suggestive or offensive behavior towards another participant, SPARK staff member, or community member; and/or any other similar behavior which is severely inappropriate or extremely offensive by nature. SPARK reserves the right to remove a participant or even an entire Participating Group from the Program if conduct consistently or severely violates this standard.
6. **Safety.** The safety and health of all participants is important to SPARK. Participating Group understands and acknowledges that some service projects will include activities that have inherent safety risks. As such, SPARK staff will use its best efforts to address safety concerns as they arise and inform Participating Group's chaperones about known safety issues; however, Participating Group agrees that it will be the responsibility of its chaperones to enforce safety standards and ensure that all participants are aware of safety issues. Furthermore, Participating Group acknowledges that safety is best achieved by every participant taking responsibility and agrees to hold its participants accountable for behaving in a manner that is appropriate for the safety risks inherent in the Program's service project. Participating Group assumes the risk of these activities and, other than as outlined in section 9, agrees to hold SPARK harmless for personal injuries or other damages that occur during the Program.

7. **Insurance.** Participating Group is required to have a general liability insurance policy with a minimum umbrella policy coverage amount of \$1,000,000.00. Please provide the indicated information below. If insurance information changes at any point between the Effective Date and the end of the Program, promptly provide updated information to SPARK.

Insurance Provider:

Insurance Provider's Phone Number:

Insurance Policy Number:

Insurance Policy Expiration Date:

8. **Chaperones.** Participating Group certifies that it has or will (prior to the start of the Program) complete a background check on every chaperone. Participating Group agrees that SPARK is not responsible to conduct a background check on chaperones and is not liable for consequences of any chaperone's behavior.
9. **Liability Limitation.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PARTICIPATING GROUP AGREES THAT, OTHER THAN FOR SPARK'S NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS, SPARK WILL NOT BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES INCURRED BY PARTICIPATING GROUP OR ITS INDIVIDUAL PARTICIPANTS WHICH ARISE OUT OF OR ARE RELATED TO THE PROGRAM. NOTWITHSTANDING THE PREVIOUS, IF SPARK IS DETERMINED TO BE LIABLE FOR ANY SUCH DAMAGES BY A COURT OF COMPETENT JURISDICTION, THE PARTIES AGREE THAT SPARK'S LIABILITY SHALL NOT EXCEED THE TOTAL FEES PAID BY PARTICIPATING GROUP TO SPARK UNDER THIS AGREEMENT.
10. **General Provisions.** This Agreement shall be governed by the laws of North Carolina, without regard to its conflict of laws principles, and the Parties agree to the exclusive jurisdiction of the applicable federal or state court situated in Forsyth County, North Carolina to resolve any dispute arising hereunder. This Agreement may not be modified or assigned without signed written consent by both Parties. This Agreement is the final written agreement between the Parties and supersedes any previous written or oral agreement between the Parties. Neither Party shall be liable for failure to fulfill its obligations under this Agreement due to circumstances beyond their reasonable control. If any provision(s) of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, such provision(s) shall be severed from this Agreement and the remaining provisions shall remain in full force and effect. This Agreement may be signed in counterparts, all of which together shall constitute one Agreement, and may be transmitted by electronic means.

Signatures Appear on Next Page

IN WITNESS WHEREOF, both Parties have caused this Agreement to be signed as of the Effective Date, by their duly authorized representative.

SPARK

By: _____

Name: _____

Title: _____

Date: _____

Participating Group

By: _____

Name: _____

Title: _____

Date: _____