

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

STUDENT FIELDTRIP/EXCURSION TRAVEL AGENCY AGREEMENT

This is an Agreement between the Foothill-De Anza Community College District ("DISTRICT") and _____ ("AGENCY") for the limited purpose of providing travel arrangements for the following field trip/excursion:

College _____ Course # _____ Course Title _____

Destination _____ Dates _____

structor/District Representative: _____ Total Agency cost to Student \$ _____

Terms are as follows:

DISTRICT shall provide all instructional services including, but not limited to, appropriate announcements, course description and prerequisites, student selection and registration, pre-trip student orientation, lectures (staff and guest), guide service (not specified as AGENCY service), student supervision and evaluation.

AGENCY shall provide all travel services. AGENCY shall make available to students under separate contract with the vendors, a travel package which includes transportation, lodging and food as described in Attachment A, Itinerary, which shall be prepared by AGENCY and submitted to DISTRICT for approval and acceptance as part of the Agreement.

AGENCY may also prepare and provide at its own expense additional promotional material which must have the approval of DISTRICT before publication and distribution. Such literature shall display prominently the statement, "Instructional Activities" by _____ College.

It is intended that all participants be registered in the course related to the field trip. District employees and their families shall all be defined as students. Though registration is to be considered open, some individuals may be denied admission on the basis of prerequisites and other legal or policy constraints. AGENCY shall not make the tour package available to non-students except under conditions specified in Attach. A AND accepted by the DISTRICT. Implicit in such acceptance is approval by DISTRICT and assumption by AGENCY of all responsibility of non-students.

INDEMNIFICATION: AGENCY shall protect, hold harmless, indemnify and defend DISTRICT (including its offices, Board of Trustees and employees) from any and all liability (including defense costs) resulting from injury to or death sustained by any person (including AGENCY'S employees) or damage to property of any kind, which is, in any way connected with the performance of this contract, except that said agreement shall not be applicable to liability arising from the sole negligence or the sole willful misconduct of the DISTRICT.

LIABILITY INSURANCE: AGENCY shall maintain in force for the duration of the tour Comprehensive General Liability and Property insurance in the amount of \$1 million per occurrence combined single limit. The policy shall be endorsed to include the DISTRICT as additional insured to that policy. AGENCY will also maintain in force Professional Liability (Errors and Omissions) in the amount of \$1 million. These policies shall provide world-wide coverage for claims brought in the United States, and shall not be canceled without giving 30 days notice to the DISTRICT.

TERM: This Agreement shall be in effect from the date of signature by AGENCY and DISTRICT until the completion of the field trip unless canceled by mutual consent or insufficient registration.

NOTICES: Terms of this Agreement may be changed only upon acceptance in writing of written notice to the addresses listed below.

AGENCY:

Address: _____

Title: _____

Agency: _____

Phone: _____

DISTRICT:

Address: _____
Vice Chancellor of Business Services

Foothill-De Anza Community College District
345 El Monte Road
P.O. Box 20000
San Jose, CA 95126

For questions, contact: Risk Management at (650) 949-6146.