

**THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION
(known as CHARLOTTE-MECKLENBURG SCHOOLS (“CMS”))
REQUIRED ADDENDUM TO CONTRACT FOR TRAVEL-RELATED SERVICES IF
CMS IS PARTY TO THE CONTRACT
[Non-required CMS-sponsored overnight trips (including foreign travel)]**

Contractor Name: _____ (“Contractor”)

Trip: _____

It is understood and agreed by Contractor that the trip participants, not CMS, pay for non-required CMS-sponsored trips and that CMS has no financial obligations in connection with non-required CMS-sponsored trips.

It is also understood and agreed that CMS reserves the right, in its sole discretion, to cancel or postpone all CMS-sponsored field trips and related travel with no advance notice. For example, CMS may cancel all field trips and travel in the event of an act of terrorism or war or the threat of an act of terrorism or war.

Notwithstanding any other provision in this or any other any other agreement between CMS and Contractor, in no event will Contractor look to CMS for any financial payments nor will it charge any cancellation fees, penalties or nonrefundable deposits to CMS.

Additionally, Contractor agrees that Contractor will not charge trip participants any cancellation fees, penalties, or nonrefundable deposits that exceed the amount of Contractor’s actual out-of-pocket expenses paid to third parties (e.g. hotels, airlines, charter buses) that have not been reimbursed by such third party to Contractor. If requested by CMS, Contractor shall, within 10 days of such request, provide CMS with written evidence of all actual out-of-pocket expenses paid to third-parties that have not been reimbursed to Contractor. Contractor shall use all reasonable and good faith efforts to obtain reimbursements from all third parties. All money paid to Contractor that should be refunded to trip participants, shall be paid in full within 30 days of notice to Contractor of cancellation or postponement of a CMS-sponsored trip.

The Contractor shall indemnify and hold harmless CMS, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of the Contractor's failure to comply with any applicable law, ordinance, regulation, or industry standard; (b) arising directly or indirectly out of the Contractor's performance or lack of performance of the services or the terms and conditions of this Contract; or (c) arising out of any services paid for, or intended to be paid for, directly or indirectly by trip participants parents, PTA’s, Booster Clubs or other similar organizations.

AGREED TO:

Contractor

By: _____

Its: _____