

# Camp Ocean Pines, Inc.

## Reservation and Use Conditions – Contract

**This is a legally binding document – read carefully before signing the Program Contract.**

Rules for acceptance and participation in programs at Camp Ocean Pines are the same for everyone without regard to age, race, color, religion, sex, handicap, or national origin.

**1. Description of Premises:** Camp Ocean Pines agrees to permit Licensee to use the property identified in the Program Contract as “Facility” according to the following terms and conditions. The agreement includes the use of all improvements to the Facility, except those which Camp Ocean Pines expressly excludes by so notifying the Licensee’s representative upon his/her arrival at the Facility.

**2. Food Service:** Camp Ocean Pines shall provide meals as in accordance with an estimate of the number of diners furnished Camp Ocean Pines at least 10 days in advance of the service of the first meal. Licensee agrees to assist the food service as requested by Camp Ocean Pines and to assist with supervision over the use of the dining facilities.

**3. Use of Premises and Schedule:** During the term of this Contract, Licensee shall use the Facility for conducting a program of its own design and shall comply with all applicable laws, codes, and regulations. Licensee shall notify Camp Ocean Pines of the nature of its program, and shall promptly supply Camp Ocean Pines with information concerning the program upon request. Camp Ocean Pines prohibits hunting, fireworks, firearms, ammunition, and explosives at the site. The use of gasoline, flammables, poisonous substances, and hand and power tools are restricted. Prior authorization from the Camp Director must be obtained for outdoor fires. Outdoor fires are only allowed in the amphitheatre fire pit, and only with prior authorization and the preparation of a water source.

**4. Utilities:** Camp Ocean Pines shall provide water, electricity, and garbage disposal without charge to Licensee.

**5. Maintenance:** Camp Ocean Pines shall maintain the Facility in good condition and repair and shall provide janitorial services to the premises and buildings prior to and after departure. Camp Ocean Pines shall provide beds, mattresses, kitchen utensils, dishes, and other equipment necessary for the operation of the Facility. Licensee agrees to keep the Facility clean during their program stay and will leave the facility clean and in order prior to their departure. Licensee agrees to leave the Facility free of defacement.

### **6. Health and Safety:**

a. Camp Ocean Pines does not provide medical supervision, treatment, maintenance, or dispensing of medications for campers. These responsibilities belong to the Licensee.

b. Licensee agrees to furnish a qualified adult to provide basic health supervision. A qualified adult is at least 21 years of age and possesses at least a certificate of training in the principles of first aid and CPR. Licensee must bring own first aid supplies and equipment.

c. Licensee’s contact person shall bring and have available at all times a current list of participants that includes: names and addresses, emergency contact information, and known allergies or health conditions. Also, for each participant (camper or staff member) under the age of 18 and not accompanied by their parent or guardian, a signed form granting permission to seek emergency treatment.

d. Licensee agrees to furnish at least one counselor, age 18 years or older, who is trained in the principles of first aid, for each 10 campers under 16 years of age.

e. Licensee agrees to meet required counselor to camper ratios as follows:

Child’s Age	Overnight Ratio	Day Ratio
6 - 8 years of age	1 - 5	1 - 8
9 - 14 years of age	1 - 8	1 - 10
15 - 18 years of age	1 - 10	1 - 12

f. Emergency transportation is available through local emergency response groups by dialing 911. Licensee agrees to furnish non-emergency transportation.

g. Licensee will prohibit smoking and shall warn all persons of the hazards of indiscriminate smoking at the site. Open fires may be built only in the campfire area, for which fire permits have been secured. It is understood that both Camp Ocean Pines and Licensee must comply with all lawful orders of appropriate fire control officials. Use of vehicles at the site is restricted to roads and parking areas designated by the Site Director. Posted speed limits shall be obeyed.

h. Once at the site, the Licensee is required to participate in a brief orientation of Camp safety regulations and emergency procedures, led by the Camp Director or designee.

#### **7. Use Fees and Costs:**

a. **Guaranteed Minimum Fee:** The Guaranteed Minimum Fee is based on the number of persons guaranteed by Licensee. It will be charged to Licensee **even if fewer persons** use the Facility than Licensee guaranteed, or if Licensee terminates this Agreement without using the Facility, according to the terms also stated in part 11 of this Agreement.

b. **Additional Use Fees:** If more persons use the Facility than the Licensee guaranteed, Licensee shall pay to Camp Ocean Pines an additional fee. This fee will represent the use of the Facility by the additional persons, and will be calculated by totaling the individual charges for each additional person's lodging or day use fee, meal charges, other per person fees where applicable and sales tax.

c. **Breakage and Damage:** Licensee agrees to pay Camp Ocean Pines the amount reasonably necessary to repair or replace property or equipment damaged, destroyed or defaced during Licensee's use. Camp will provide an itemized invoice and an explanation of charges.

d. **Payment terms:** Licensee agrees to deliver payment in full to the representative of Camp Ocean Pines as per terms stated in part 11 of this agreement, or for additional charges, prior to Licensee's departure from Facility. Exceptions must be approved by Camp Ocean Pines prior to arrival. Licensee agrees to pay interest on any unpaid approved credit balance at the rate of 1% per month (annual percentage rate of 12%).

#### **8. Liability for Injury to Persons or Property:**

a. Licensee agrees to supervise and to assume full control and responsibility for any persons, entities or things other than Camp Ocean Pines' personnel or property who/which are, for any reason, on the Facility by reason of Licensee's program or use of the Facility.

b. Licensee agrees to defend, indemnify and hold harmless Camp Ocean Pines and its past, present, and future members, directors, officers, employees, agents and independent contractors and its and their successors, assigns and heirs from and against any harm and/or claim made by any third party arising out of or in any way connected with Licensee's actions and/or failure(s) to act in respect of its use of the Facility.

c. For the purpose of this section, "any person" includes, but is not limited to, Licensee's agents and employees, participants in Licensee's program, and Licensee's visitors.

#### **9. Miscellaneous:**

a. Licensee warrants that the person signing the Program Contract has the authority to execute the Program Contract on its behalf.

b. This Contract may be altered or amended only by written agreement of both parties.

c. Camp Ocean Pines reserves the right to require that the Licensee remove from the Facility any person in, or in any way connected with, Licensee's group who, in sole opinion of Camp Ocean Pines, are creating a disturbance or who are otherwise disrupting activities on said Facility. Licensee agrees to permit only authorized persons to enter the Facility and shall take all necessary steps to remove unauthorized persons from said Facility.

d. Licensee agrees that the total number of participants on the premises will not exceed the Facility Building Maximum capacity at any time.

#### **10. Termination:**

a. Camp Ocean Pines may terminate this Contract without any liability upon ten (10) days prior written notice to Licensee either 1) without cause or 2) upon a determination by Camp Ocean Pines, in its sole and exclusive judgment, that the requirements of the State Fire Marshall, the Department of Public Health and Safety or any statute, rule or regulation of any federal, state, or local body, imposes undue requirements or hardship on Camp Ocean Pines.

b. In the event of cancellation by Licensee, Licensee will be released from payment of the Guaranteed Minimum Fee provided Camp Ocean Pines receives written notice of the termination no later than 90 days prior to the event, or Camp Ocean Pines re-licenses the same facilities for the same period of time at the same fee. Camp Ocean Pines agrees to use its best efforts to re-license the Facility in this event.

**11. Payment of Fees:**

- a. Reservations will be held with a \$100 non-refundable registration fee.
- b. 50% of Licensee's total group fee is due no later than 90 days prior to arrival.
- c. Payment in full (100% of Licensee's total group fee) is due no later than 60 days prior to arrival.
- d. Licensee may be assessed a penalty for late payments or forfeit the reservation and be charged as per cancellation policies listed in item 13.

**12. Final Head Count:**

- a. Groups must inform Camp Ocean Pines in writing 10 days in advance of the reserved period of any increase in the number of participants expected to attend ("final head count"). This will denote an amendment to the Contract.
- b. Groups will be accountable for the payment of fees for the number of participants agreed or for the highest number of participants actually in attendance at any time during the reserved period, whichever is greater.
- c. In no instance will a reduction of services or fees be possible after the Program Contract is signed.
- d. Last minute increases to agreed upon count will incur possible shortage of food or an up-charge per additional meal.

**13. Cancellations:**

- a. 50% of your total group fee will be charged if you cancel later than 60 days before the event
- b. 100% of your total group fee will be charged for cancellations later than 30 days prior to the event.
- c. Cancellations must be made in writing.

**14. Insurance:** Groups will provide a Certificate of Insurance for a minimum of \$1 million dollars listing Camp Ocean Pines, Inc. as additional insured for the acts or omissions of camp users, insuring camp's officers, agents and employees.

**15. Conditions to Bind Agreement:** The "Reservation and Use Conditions – Contract" and the "Program Contract" shall become binding when a signed acceptance of the Program Contract is received by Camp Ocean Pines, Inc.

**Overnight Reservations**

The following applies specifically to overnight reservations of the Camp:

**16. Group Size and Exclusive Use:** Groups can make reservations for use of camp facilities for groups up to 120 participants. Exclusive use is guaranteed only to groups of 75 or more. For groups of less than 75 to have exclusive use of the Camp, they must pay for the established rate of 75 participants. **Exclusive use of the facilities by a Group is not implied, but must be expressly agreed by Camp Ocean Pines, Inc.**

**17. Inclusions and Exclusions:**

- a. Meals are included in the fees. No reduction in fees will be given if participants forego reserved meals or otherwise do not take advantage of food services.
- b. Lodging is included in the fees. No reduction in fees will be given if participants forego lodging services.