

Group: EXAMPLE
Reservation Date:
Date due:

USE AGREEMENT FOR Camp Albemarle *Terms and Conditions*

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

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

2. Food Service – Licensee may prepare their own meals, or may contract meal service with Camp Albemarle. If using Camp Albemarle’s kitchen facilities the Licensee will be responsible for all accidents or incidents related to use of the kitchen and food preparation, and shall hold Camp Albemarle and its agents harmless from any and all liability therein. If Camp Albemarle is contracted to provide food service for the Licensee will provide final attendance numbers and any special dietary needs no later than two weeks prior to their arrival.

3. Use of Premises and Schedule – During the term of this Agreement, 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 Albemarle of the nature of its program, and shall promptly supply Camp Albemarle with information concerning the program upon request by Camp Albemarle. Camp Albemarle prohibits hunting, fireworks, firearms, ammunition, and explosives at the Facility. **Pets are prohibited with the exception of service animals.** The use of gasoline, flammables, poisonous substances, and hand and power tools are restricted. Prior authorization from the Site Director must be obtained.

Swimming. No one shall enter the pool area unless a qualified lifeguard is supervising the pool area. The Swimming pool is generally available from Memorial Day weekend through Labor Day weekend, weather and maintenance permitting. Availability at other times is at the discretion of the Site Director, and is subject to change. Camp Albemarle shall, in its sole discretion, determine the minimum qualifications for said lifeguard, which will generally be a minimum of a Red Cross Lifeguard Certificate. **When a group is providing own lifeguard a copy of the lifeguard’s certification must be sent or faxed into the camp office no later than one week prior to the event. Said lifeguard shall also show proof of current lifeguard certification and show a picture i.d. to the Camp Albemarle staff member on duty before swimming may commence. Camp Albemarle requires one lifeguard per every 20 swimmers.** If more than one lifeguard is not available, swimmers must be rotated in 20 person groups for swimming.

If other specialized program activity areas or equipment are part of the Facility, Camp Albemarle will either provide appropriately trained staff or will determine minimum qualifications for said supervision by the Licensee. Additional information and guidelines for pool use and use of special equipment (ropes course, tree climbing, etc.) will be sent to all applicants expressing an interest in participating in such activities.

4. Utilities – Camp Albemarle shall provide water, electricity, and garbage disposal without charge to Licensee.

5. Maintenance – Camp Albemarle shall maintain the Facility in good condition and repair and shall provide janitorial services to the premises and buildings. Camp Albemarle shall provide beds, mattresses, kitchen utensils, dishes, and other equipment necessary for the operation of the Facility. Licensee agrees to assist in keeping the Facility clean, and shall leave the Facility free of defacement.

6. Health and Safety

- a. Camp Albemarle 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 current certificate of training in the principles of first aid and age-appropriate CPR from a nationally recognized provider. 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 and 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 ten campers under 16 years of age.
- e. Emergency transportation is available through local emergency response groups by dialing 911. Licensee agrees to furnish nonemergency transportation.
- f. Licensee will prohibit smoking except in designated places (picnic table behind Lodge and behind Dining Hall) and shall warn all persons of the hazards of indiscriminate smoking at the Facility. Open fires may be built only in the

campfire area, for which fire permits have been secured. It is understood that both Camp Albemarle and Licensee must comply with all lawful orders of appropriate fire control officials.

- g. Use of vehicles at the Facility is restricted to roads and parking areas designated by the Site Director. Posted speed limits shall be obeyed.

7. Use Fees and Costs

- a. Deposit – The facility reservation will not be guaranteed until this Usage Agreement is signed and returned with a deposit of 50% of the anticipated fee.
- b. If the Licensee contracts for other services such as Meals or programs, they will provide the number of participants no later than two weeks prior to their arrival to allow Camp Albemarle to order supplies and secure staffing for their stay.
- c. The balance of the contract is due two weeks prior to your arrival date.
- d. Breakage and Damage – Licensee agrees to pay Camp Albemarle the amount reasonably necessary to repair or replace property or equipment damaged or destroyed during Licensee's use.

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 Albemarle 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 Albemarle 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 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.
- d. **Licensee shall provide proof of liability insurance upon return of the user contract.**

9. Miscellaneous

- a. Licensee warrants that the person signing the Agreement has the authority to execute the Agreement on its behalf.
- b. This Agreement may be altered or amended only by written agreement of both parties.
- c. Camp Albemarle reserves the right to require that the Licensee remove from the Facility any persons in, or in any way connected with, Licensee's group who, in the sole opinion of Camp Albemarle, 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 Albemarle may terminate this Agreement without any liability upon ten (10) days prior written notice to Licensee either 1) without cause or 2) upon a determination by Camp Albemarle, in its sole and exclusive judgment, that the requirements of the State Fire Marshal, 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 Albemarle.
- b. If the Licensee cancels more than 90 days from the arrival date, they will be entitled to a refund of 80% of their deposit. If the Licensee cancels between 30 and 89 days from the arrival date, they will be entitled to a refund of 50% of their deposit. Cancellations made less than 30 days from the arrival date will be responsible for the full amount of their contract.

****Please sign below indicating you have read, understand and agree to abide by the terms put forth in this document. Please return to the Camp Albemarle office within 21 days with a copy of liability insurance. Keep a copy for your records.**

Name _____

Date _____

