



Use of Facilities Contract The Taylor Family Foundation at Camp Arroyo

This Use of Facilities Agreement (“Agreement”) is between the United Camps, Conferences & Retreats (“UCCR”) in partnership with The Taylor Family Foundation (“TTF”) and “Your Name Here _____”, (“User.”) The Agreement provides certain standard terms and conditions relating to User’s use of Camp Arroyo Facility (“Facility”) for the activities and purposes as detailed below. Dates of use, financial considerations, and review of orientation guidelines are addressed in the attached Facility Contract (a separate document), and both documents must be completed prior to Users use of the Facility.

IN FURTHER CONSIDERATION OF RECEIVING PERMISSION TO ENTER THE FACILITY FOR ANY PURPOSE CONSISTENT WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, EVALUATION AND/OR USE OF THE FACILITIES, USER HEREBY AGREES TO THE FOLLOWING:

1. USER HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, AND OR PROPERTY DAMAGE that may be incurred as the result of User’s use of and/or operation at the Facility.
2. USER HEREBY AGREES TO INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS UCCR, TTF, the East Bay Regional Parks District, or any of their respective directors, officers, employees, and agents (“Releasees”) from all liabilities, claims, expenses (including attorney’s fees), demands, suits or costs of whatever nature for injuries to, or death of, any person or persons or damage, theft loss or destruction of property arising out of or relating to the use of the Facility, or any part thereof, by User and/or any individuals or entities using the Facility in connection with User, with the exception of such harm caused by the willful misconduct or gross negligence of Releasees.

In the event that any portion of this Agreement results in a violation of any law of the State of California, the parties agree that such portion shall be severable, and that the remaining provisions of this Agreement shall continue in full force and effect.

IT IS FURTHER MUTUALLY AGREED between the parties that:

- (a) **USE:** User is granted the permit to use the Facility on the dates set forth in the Facility Contract.
- (b) **ASSIGNMENT:** User shall not assign or sublet this Agreement or any portion thereof without the prior written consent of TTF.
- (c) **INSURANCE:** User shall provide certificates of workers' compensation insurance, general liability, and automobile (owned and non-owned) liability insurance with a minimum limit of \$2,000,000.00 per occurrence that are updated annually and provide notice of cancellation to TTF at least thirty (30) days prior to said cancellation. The certificate of liability insurance shall be endorsed to state that any aggregate limit on the policy shall apply exclusively to the use of the Facility held under this Agreement; shall name United Camps, Conferences & Retreats, The Taylor Family Foundation, and the East Bay Regional Parks District, their respective officers, agents, and employees as additional insured’s; and shall be the primary and noncontributory coverage for the use of the Facility by User on its general liability policy with annual verification and notice of cancellation. A copy of the certificates and additional insured endorsements must be provided to TTF at least sixty (90) days in advance of User’s use of the Facility.
- (d) **FOOD SERVICE:** TTF, in coordination with UCCR, shall provide meals as set forth in the Facility Contract. User shall inform TTF of the number of individuals for food service not less than four (4) weeks prior to the beginning of camp. UCCR shall provide all meals, unless the site is being leased on a “Facility Use Only” basis. No individual shall be permitted to use the kitchen or to prepare food at any time.
- (e) **CONDITIONS:** User shall comply with each of the following conditions:
 - i. User shall not violate any city, county, or state law in or about the said Facility and shall comply with all Facility rules and regulations now in force or subsequently adopted.
 - ii. The Facility has a maximum sleeping capacity of 144. Sleeping outdoors or in tents is not permitted. User agrees not to decrease its confirmed number of participants as stipulated in the Facility Contract.
 - iii. User agrees to complete and return the following forms and any additional forms that may be requested by TTF: Certificate of Liability, Use of Facilities Agreement, Facility Contract, Cabin Assignments Form, Programming Request Forms, and Release of Liability Forms for all participants.
 - iv. The camp sessions at the Facility shall be conducted under the overall personal supervision of User’s Camp Director who will coordinate, control and supervise all camp activities. User’s Camp Director may designate a substitute camp director as long

as said substitute can coordinate, control and supervise all camp activities and is covered by the insurance provided. User's Camp Director/substitute is responsible for immediately communicating in writing any unsafe conditions or problems to the TTFF Program Director and UCCR Camp Liaison.

- v. Any additions to the site made by the User shall i) be temporary in nature; ii) be approved by TTFF and UCCR in writing, prior to installation; and iii) comply with the list of approved temporary additions /changes attached to this Agreement and marked Exhibit A, when applicable to User's camp. User is responsible for the removal and, if necessary, the disposal, of all materials used in the temporary addition.
 - vi. No signs or barriers shall be placed or used at the Facility without the prior written authorization of UCCR. Nothing shall be nailed or tacked to trees or other vegetation or structures.
 - vii. User shall be responsible for ensuring that insurance shall apply to and cover all participants, guests, invitees and/or entrants in all circumstances.
- (f) **UTILITIES:** UCCR shall provide water, electricity, and garbage disposal on a "normal use" basis without charge to the User.
- (g) **JANITORIAL:** UCCR shall provide janitorial service prior to User's arrival and after User's departure. User agrees to pay for all damage to any portion of the Facility incurred during User's stay.
- (h) **HEALTH & SAFETY:** User shall be solely responsible for all first aid and medical supervision or treatment of its camp participants. In that regard:
- i. User agrees to furnish qualified staff for health care needs and supervision, including, but not limited to, CPR and First Aid certification.
 - ii. User shall bring and have available at all times a current list of participants that includes: names, and addresses, emergency contact information, allergies and health conditions and in addition for each minor under the age of 18, a signed form granting permission to User for emergency medical treatment or a signed waiver exempting them from emergency treatment due to religious or personal beliefs.
 - iii. User is responsible for all non-emergency transportation. User may obtain emergency transportation by calling 911.
 - iv. UCCR prohibits hunting, fireworks, firearms, ammunitions or explosives at the Facility. The use of gasoline, flammables, poisonous substances and hand and power tools are also prohibited.
 - v. Open fires are permitted only with prior written authorization & coordination with TTFF and UCCR through User's Programming Request Forms.
 - vi. Use of vehicles at the Facility is restricted to roads and parking areas. The speed limit on all Facility roads is 5 mph. Speed limit is strictly enforced.

MINOR: Individual injuries, accidents, incidents and illnesses		MAJOR: Larger Scale Emergencies (included but not limited to: fire, earthquake, illness outbreak, evacuation or bomb threat, intruders on the camp facility, and the like)
UCCR	Takes supportive role	Takes lead role until responsibility shifts to Group
USER	Takes lead role	Prepares group to evacuate; compliant to UCCR direction *In the case of an evacuation, UCCR will shift responsibility to Group at their discretion.

- (i) **POOL AREA USE:** No one shall enter the pool area unless a UCCR lifeguard, or one approved by UCCR is present. The pool will be available for use May 1st through October 15th, weather permitting.
- (j) **CLIMBING WALL/CHALLENGE COURSE:** No one shall enter the climbing wall or challenge course areas unless Fort Miley Challenge Course Facilitator, or one approved by UCCR, is present. The Challenge Course will be available for use weather permitting. All participants must be free of medical or physical conditions, which might create undue risk to himself/herself or to others. All participants must fit safety equipment properly and meet the minimum age requirements (as stipulated in the Challenge Course Request Form) in order to participate. It is the User's responsibility to ensure that age requirements for the Challenge Course are upheld. Parental consent on the Release of Liability Form is required under the section titled, "PLI/Fort Miley Adventure Challenge Course Statement of Understanding and Legal Release".
- (k) **USER PERSONNEL:** TTFF & UCCR reserve the right to require User to remove from the Facility any persons, who in the sole discretion of TTFF & UCCR, are creating a disturbance or who are otherwise disrupting activities at the Facility. User agrees to permit only authorized persons to enter the Facility and shall take all necessary steps to remove unauthorized persons from the Facility. User shall provide at least one adult chaperone/counselor, age 18 or older, for every 11 campers.
- (l) **DAMAGES, OTHER FEES, COSTS AND EXPENSES.**
- i. User agrees to pay UCCR for all damage to any portion of the Facility and/or equipment incurred during User's use of the Facility, which arises from or is caused by an error, omission or negligent act of the User, its officer, agents or employees. The determination of that amount shall be in the UCCR's sole discretion, but at all times will be reasonable, and will include, but is not limited to, UCCR's costs for contractors, maintenance personnel, and camp operations staff as well as any costs for materials, garbage removal, or equipment rental.
 - ii. The minimum to guarantee the use of camp is 80 participants, which must be guaranteed 90 days prior to arrival.

- (m) **MISCELLANEOUS:** User warrants that the person signing this Agreement has the authority to execute this Agreement on its behalf.
 - i. This Agreement may be altered or amended only by written agreement between the User, TTFF, and the UCCR.
 - ii. User agrees that the total number of its group will not exceed the building maximum at any time, as indicated on the Cabin Assignments Form.
 - iii. If any term of this Agreement is held void, invalid, or unenforceable, but the remainder of the Agreement can be enforced, then such remaining terms shall not be affected and shall remain in full force and effect.
- (n) **ATTORNEYS' FEES:** If legal action shall be brought by any of the parties in connection with this Agreement, the prevailing party shall be entitled to recover its costs of suit, including all expert and consultants fees, and reasonable attorneys' fees.
- (o) **SPECIAL RIGHT OF TERMINATION FOR BREACH:** In the event, after warning by TTFF and UCCR, or the East Bay Regional Parks District personnel or their agents, User continues to fail to perform any requirement of this Agreement, TTFF and UCCR shall have the right to terminate this Agreement by notice to any representative of User, User's Camp Director, substitute or other User personnel, whereupon User shall immediately terminate its use of the Facility and cause all participants to promptly remove any equipment or other personal property owned by User's participants and depart from the Facility.
- (p) **CANCELLATION:**
 - i. TTFF must receive written notice of cancellation from the User ninety (90) days prior to date scheduled for the initiation of User's use of the Facility.
 - ii. If UCCR closes the Facility or is unable to make the Facility available to User for any reason, TTFF and UCCR will promptly give notice to User, and TTFF will process a full refund of any deposits, which shall be the sole obligation of TTFF to User. This Agreement may be terminated at any time by TTFF and UCCR by giving User thirty (30) days' prior written notice.

USER HAS READ, UNDERSTANDS, AGREES TO BE BOUND BY AND VOLUNTARILY SIGNS THIS USE OF PREMISES AGREEMENT AND THE INCORPORATED RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement inconsistent with the foregoing written agreement have been made.

User:	The Taylor Family Foundation:	United Camps, Conferences & Retreats:
Signature	Elaine Taylor Signature	Mike Carr
Printed Name	<u>Elaine Taylor</u> Printed Name	<u>Mike Carr</u> Printed Name
Title	<u>President</u> Title	<u>President/CEO</u> Title
Date	Date	Date