

USE AGREEMENT FOR NORTHERN PINES CAMP & RETREAT CENTER
Terms and Conditions

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

1. Description of Premises – Northern Pines 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 to the extent that they may be shared concurrently, except those which Northern Pines expressly excludes by so notifying the Licensee’s representative prior to or upon his/her arrival at the Facility.

2. Food Service – Northern Pines shall provide meals as specified on the “Meal Form” in accordance with an estimate of the number of diners furnished Northern Pines at least ten days in advance of the service of the first meal. If Licensee prepares its own food, it assumes all responsibility for any foods prepared, and for all activities incident to their preparations, and shall hold Northern Pines and the Facility owner harmless from any and all liability therein. Licensee agrees to assist with food service as requested by Northern Pines and to assist with supervision over the use of the dining facilities.

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 Northern Pines of the nature of its program, and shall promptly supply Northern Pines with information concerning the program upon request by Northern Pines. Northern Pines prohibits alcohol, controlled substances, hunting, fireworks, firearms, ammunition, and explosives at the Facility. The use of gasoline, flammables, poisonous substances, and hand and power tools is restricted. Prior authorization from the Site Director must be obtained.

All buildings are designated as Non-Smoking areas. Smoking is restricted to outdoors, with proper disposal of remains. Camp speed limit is 10 mph for all motorized vehicles. For safety, limiting congestion around facilities, and to enhance the appearance of our natural setting, cars are to be parked in designated parking areas (after loading or unloading). Pets must be on a leash at all times or kenneled in lodging areas. Pets are *not* allowed in the Red Pine Center, Lodge, Chapel, Woodward, Susanna, New Wesley, Cornerstone or the Lakeside Activity Building. A waiver and \$25 fee for pets will be collected upon arrival.

No one shall enter the swimming area unless a qualified lifeguard is supervising the swimming area. The lifeguard must possess current certification from a nationally recognized organization with training in waterfront rescue and emergency procedures. They must complete a skills check and verification with the Waterfront Director. Lifeguards will be assigned at a 1:25 ratio; there must always be two people supervising water activities, a certified lifeguard and at least one aquatic observer who is skilled in basic rescue equipment (which could be the adult in charge of First Aid.) There must be an adult at the swimming area that has current certification in First Aid and age-appropriate CPR from a nationally recognized organization whose certification includes training on bloodborne pathogens, use of an AED and the use of breathing devices (e.g. pocket masks.) If more than one aquatics activity location is used, a lifeguard and First Aid person must be provided at each location.

Swimming is generally available from Memorial Day weekend through Labor Day weekend, weather and water conditions permitting. Availability at other times is at the discretion of the Director, and is subject to change.

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

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

5. Maintenance – Northern Pines shall maintain the Facility in good condition and repair and shall provide janitorial services to the premises and buildings. Northern Pines shall provide beds, mattresses, kitchen utensils, dishes, and other equipment necessary for the operation of the Facility. Licensee must provide pillows, bedding, towels, washcloths, soap or shampoo. Licensee agrees to assist in keeping the Facility clean, and shall leave the Facility free of defacement.

6. Health and Safety

a. Northern 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 current certification from a nationally recognized provider in first aid and age-appropriate CPR, including training on bloodborne pathogens, use of an AED and the use of breathing devices (e.g. pocket masks). Licensee must bring own first aid supplies and equipment. Northern Pines First Aid kits are available on an “as is” basis for back up.

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

e. Licensee will prohibit smoking except in designated places and shall warn all persons of the hazards of indiscriminate smoking at the Facility. Open fires may be built only in designated campfire areas after securing permission from the Site Director. It is understood that

both Northern Pines and Licensee must comply with all lawful orders of appropriate fire control officials.

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

g. Once at the Facility, the Licensee is required to participate in a brief orientation to Northern Pines' safety regulations and emergency procedures, led by the Site Director or designee.

7. Use Fees and Costs

a. Additional Use Fees – If more persons use the Facility than the Licensee contracted for, Licensee shall pay to Northern 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, and where applicable, sales tax.

b. Breakage and Damage – Licensee agrees to pay Northern Pines the amount reasonably necessary to repair or replace property or equipment damaged or destroyed during Licensee's use.

c. Payment Terms – Licensee agrees to deliver payment in full to a representative of Northern Pines at Licensee's arrival. Additional use fees must be paid prior to Licensee's departure. Exceptions to this policy must be approved by Northern Pines prior to arrival.

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 Northern 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 Northern 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 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. User groups are advised to have their own liability insurance.

9. Liability for Volunteer Staff

a. User groups are advised to screen their staff, either volunteer or paid.

10. 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. Northern Pines 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 Northern 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.

11. Termination

a. Northern Pines 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 Northern Pines, 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 Northern Pines.

b. In the event of cancellation by Licensee, Licensee will be released from payment of the Guaranteed Minimum Fee provided Northern Pines receives written notice of the termination no later than 60 days prior to the event, or Northern Pines re-licenses the same facilities for the same period of time at the same fee. Northern Pines agrees to use its best efforts to re-license the Facility in this event.

Please sign proposal & terms/conditions sheets (pages 3 & 5) indicating agreed upon dates, times, costs, and services Northern Pines will provide, and return it to the office of Northern Pines within 14 days.

I have read and understand the Use Agreement between Northern Pines Camp & Retreat Center and Licensee (your group). I agree to honor the terms and conditions stated and to share information from the use agreement and quest handbook with those attending the event.

Signed: _____

Date _____