

USE AGREEMENT FOR Cherokee Retreat Center

Terms and Conditions

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

1. Description of Premises – Cherokee Retreat Center 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 Cherokee Retreat Center expressly excludes by so notifying the Licensee’s representative upon his/her arrival at the Facility.

2. Food Service – Cherokee Retreat Center shall provide meals as specified on the “Meal Form” in accordance with an estimate of the number of diners furnished Cherokee Retreat Center at least five 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 Cherokee Retreat Center and the Facility owner harmless from any and all liability therein. Licensee agrees to assist with food service as requested by Cherokee Retreat Center 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 Cherokee Retreat Center of the nature of its program, and shall promptly supply Cherokee Retreat Center with information concerning the program upon request by Cherokee Retreat Center. Cherokee Retreat Center prohibits hunting, fireworks, firearms, ammunition, and explosives at the Facility. The use of gasoline, flammables, poisonous substances, and hand and power tools are restricted. Prior authorization from the Site Director must be obtained.

If a swimming pool is a part of the Facility, no one shall enter the pool area unless a qualified lifeguard is supervising the pool area. Cherokee Retreat Center shall, in its sole discretion, determine the minimum qualifications for said lifeguard, which will generally be a minimum of a Red Cross Lifeguard Certificate. Swimming pools are 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.

If other specialized program activity areas or equipment are part of the Facility, Cherokee Retreat Center 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 will be sent to all applicants expressing an interest in participating in such activities.

4. Utilities – Cherokee Retreat Center shall provide water, electricity, and garbage disposal without charge to Licensee.

5. Maintenance – Cherokee Retreat Center shall maintain the Facility in good condition and repair and shall provide janitorial services to the premises and buildings. Cherokee Retreat Center 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. Cherokee Retreat Center 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 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 Cherokee Retreat Center 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.
- h. Once at the Facility, the Licensee is required to participate in a brief orientation to Cherokee Retreat Center's safety regulations and emergency procedures, led by the Site Director or designee.

7. Use Fees and Costs

- a. **Guaranteed Minimum Fee** – The Guaranteed Minimum Fee is ½ of the total rental fee. 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.
- b. **Additional Use Fees** – If more persons use the Facility than the Licensee guaranteed, Licensee shall pay to Cherokee Retreat Center an additional per building fee as appropriate.
- c. **Breakage and Damage** – Licensee agrees to pay Cherokee Retreat Center the amount reasonably necessary to repair or replace property or equipment damaged or destroyed during Licensee's use.
- d. **Payment Terms** – Licensee agrees to deliver payment in full to a representative of Cherokee Retreat Center prior to Licensee's departure from the Facility. Exceptions must be approved by Cherokee Retreat Center 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 Cherokee Retreat Center 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 Cherokee Retreat Center 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.

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

Please sign attached sheet indicating agreed upon dates, times, costs, and services Cherokee Retreat Center will provide, and return it to the office of Cherokee Retreat Center within 21 days.

<u>I have read, understand and agree to the CRC Use Agreement Policies</u>	
_____ / ____ / ____ - ____ / ____ / ____	_____ / ____ / ____
<i>Group Name</i>	<i>Rental Dates</i>
X _____ / ____ / ____	_____ / ____ / ____
<i>Authorized Signature</i>	<i>Date</i>

