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## **FACILITY USE AGREEMENT**

**Contact Name:** \_\_\_\_\_ **Agreement Date:** \_\_\_\_\_

**Organization/Group Name:** \_\_\_\_\_ (hereinafter referred to as *Organization/Group*)

**Camp Holiday Trails Contact:** \_\_\_\_\_ (hereinafter referred to as *CHT*)

**FROM:**  
**FIRST DATE of USE:** \_\_\_\_\_ **TIME of USE:** \_\_\_\_\_

**UNTIL:**  
**LAST DATE of USE:** \_\_\_\_\_ **TIME of USE:** \_\_\_\_\_

**APPROXIMATE SIZE OF GROUP:** \_\_\_\_\_

CHT will provide use of the following designated grounds, buildings, equipment and other facilities in addition to all common areas:

**FACILITIES**

- Dining Hall/Meeting Room: \$300/day
- Kitchen: \$150/day (does not include staff or food)
- The Art/Blue Room: \$75/day
- Sport Court: \$75/day
- Pavilion w/campfire ring: \$200/day
- Pool: \$200/day
- Waterfront: \$150/day
- TP Hill w/campfire ring, sleeping platforms, picnic area: \$150/day

**LODGING**

- Blue Ridge Cabins (Cabins 1-5): \$20/person/per night (min. 6 people) or \$200/day for entire cabin
- Blazer Cabins: \$15/person/per night (min. 4 people) or \$75/day for entire cabin
- Tents (Field or TP Hill): \$10/person/per night

**CHALLENGE COURSE/TEAM-BUILDING**

- (please contact Camp for costs & contract)

**WEDDINGS**

- 1) Additional fee of \$100 applies to all weddings.
- 2) Please note if you will need set-up time a day in advance of event. This does require reserving additional time at our facility.

1. CHT will insure that all facilities are in a clean state and in good working order to include toilets, sinks, and showers.
2. CHT will provide supplies for each facility to include toilet tissue, paper towels and soap.
3. The Organization/Group renting the facility is responsible for leaving the CHT facility in a clean state. CHT reserves the right to assess a cleaning/repair surcharge to organizations or groups leaving the facility unclean or in a state of disrepair.
4. CHT will review the facilities used and determine any property damage and excessive cleaning required other than as a result of normal wear and tear. This review will take place after checkout on the next available business day. A representative from the Organization/Group renting the facility may attend if desired.

5. All current health and safety standards will be adhered to by the Organization/Group including by way of example but not limited to: lodging facilities, dining facility and food preparation area cleanliness, vehicle parking (providing fire lanes), sanitation and garbage disposal.
6. The Organization/Group renting the facility will have access to a telephone inside the Dining Hall/Meeting Room. Telephone is to be used for emergencies and local calls only. Organization/Group must use phone cards/credit cards for any long distance calls. The Organization/Group renting the facility agrees to and does assume full responsibility to any loss, damage, injury, destruction or defacement to, or of, the property and facilities, and guarantees such replacement, reimbursement or repairs as may be necessary.
7. That there may be hazards associated with specific activities and activity sites which include but are not limited to: variations in terrain, stumps, rocks, forest growth, debris, water, ropes course elements, swimming pool, horse fields, recreational areas and other obstacles and all manner of natural hazards. It is understood that as a result of these dangers and other hazards, there is a potential for property damage, injury or even fatal injury to any and all participants renting the facility. **THE ORGANIZATION/GROUP VOLUNTARILY DESIRES TO PARTICIPATE IN SUCH ACTIVITIES BEING FULLY AWARE OF THE DANGER AND VOLUNTARILY ASSUMES ALL RISK OF LOSS, DAMAGE OR INJURY.**

8. The Organization/Group indemnifies and holds harmless CHT for any bodily injury , personal injury or property damage during the event and further WAIVES AND RELEASES any and all legal rights that may accrue to our Organization/Group as a result of personal injury, property damage or other damage which may be suffered while participating in programs scheduled to take place at CHT. The Organization/Group agrees to provide a **Certificate of Insurance with a minimum of liability set at \$1,000,000** to cover the duration of their time at CHT.
9. If serving and charging a fee for alcohol, Organizations/Groups must provide an **ABC license** to CHT before serving alcohol. Usage and possession of illegal drugs while on campgrounds is strictly prohibited. Questions: Contact Special Agent Eric Jones, Charlottesville ABC office, 434.977.2974

10. CHT is a **smoke-free** facility. Smoking is not allowed in any camp building or anywhere on campgrounds.
11. The Organization/Group renting the facility agrees to act in a reasonable and safe manner while participating in any programs scheduled at CHT so as not to endanger the lives of any persons or their property and agrees to indemnify CHT for the Organization/Group's failure to act in such a reasonable manner.
12. The Organization/Group renting the facility has received adequate information and satisfactory explanation of any unfamiliar terms regarding the rules, regulations, and policies governing the operation of CHT and has been provided with the opportunity to ask questions to clarify any information which may be unfamiliar.
13. Group leaders of the Organization/Group are responsible for the safety and supervision of all group activities. A minimum of two adults should be present at night for any youth group (under the age of 18.) For youth groups, we recommend the following supervisory ratios:

| <u>Camper Age</u> | <u># Adults</u> | <u>Overnight Campers</u> | <u>Day Campers</u> |
|-------------------|-----------------|--------------------------|--------------------|
| 4-5               | 2               | 5                        | 6                  |
| 6-8               | 2               | 6                        | 8                  |
| 9-14              | 2               | 8                        | 10                 |
| 15-18             | 2               | 10                       | 12                 |

14. **UPDATED in '08:** CHT strongly recommends that each Organization/Group appropriately interviews and screens all individuals working with or having access to youth participants. Please contact the Camp Office for criminal background screening contacts.
15. CHT does not provide health or emergency care to site rentals, but will assist in obtaining appropriate services or supplies. It is recommended that the Organization/Group provide an adult with CPR and first aid certification from a nationally recognized organization, first aid supplies, and a vehicle for emergency transportation. Group leaders should have complete information for all participants including emergency contact names and numbers, listing of persons with allergies or health conditions, and signed permission to seek emergency treatment.

- 16. The representative of the Organization/Group renting the facility will see to it that each member of the Organization/Group be familiar with the terms of this Agreement and the General Policies and Procedures.
- 17. As representative for the Organization/Group renting the facility, I am at least 18 years old. I have read the above Agreement and fully understand its contents. In consideration of allowing our Organization/Group to participate in programs provided at CHT, we agree to indemnify and hold harmless CHT, its agents, employees, officers, directors and assigns against any loss from any and all claims, demands or actions made by the Organization/Group or by anyone on behalf of the Organization/Group.
- 18. The Organization/Group further acknowledges that there are no warranties applicable to the equipment or facilities provided by CHT, whether expressed or implied. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE and we are accepting all equipment and facilities AS IS after having examined the same.
- 19. That this Agreement shall be interpreted in accordance with the Laws of the Commonwealth of Virginia.
- 20. I have received an estimate of the cost of rental and understand that the final cost may be dependent on the number of people attending the event as given to the CHT representative BEFORE the scheduled arrival date.

**RESERVATION/CANCELLATION POLICY:**

**DEPOSIT:** A deposit of \$250 and a signed Facility Use Agreement are required to rent the CHT facility. This fee will serve as a security deposit against damages or loss to equipment and facilities and must be received by the requested date noted on the Facility Use Agreement. This fee will be returned/deducted from balance within 30 days of departure and after inspection of facility. **Deposit due no later than 60 days before rental date.**

**CANCELLATIONS:** Due to the volume of rental requests, only cancellations received **thirty days**, or more, before the scheduled rental will receive a full deposit refund.

***Deposit will be forfeited if cancellation is received less than 30 days prior to the scheduled rental or when no cancellation notice is given. In addition, 50% of the original cost estimate will be charged for cancellations or substantial reductions in attendance made less than 30 days prior to the expected arrival date.***

This contract must be returned to CHT no later **than 60 days before rental date with expected attendance numbers.** Liability waivers may be returned the first day of rental.

If cancellation occurs for reasons beyond control of the group or Camp Holiday Trails (i.e., inclement weather or all manners of natural hazards) refund or re-scheduling will be negotiated. All fees paid are transferable and may be applied to any other available rental opening up to one year after the cancellation date.

**NOTES:**

*This agreement will be void if this contract is not returned by the specified date.*

Signature of Representative for Organization/Group:

X \_\_\_\_\_

DATE \_\_\_\_\_

Signature of Representative for CHT:

X \_\_\_\_\_

DATE \_\_\_\_\_