



Rental Agreement -Terms and Conditions

Catholic Charities of the Diocese of Albany located at 40 N. Main Avenue, Albany, New York 12203 agrees to allow the use of the facility at Camp Scully at Snyder's Lake in Wynantskill, New York, by the applicant named below. Hereafter referred to as "Licensee".

Name of Applicant: _____

- 1. Description of Premises** – Catholic Charities of the Diocese of Albany agrees to permit Licensee to use the Facility identified in the Agreement according to the following terms and conditions. The Agreement includes the use of facilities identified in Event Schedule – Addendum 1
- 2. Administrative Liaison** - Catholic Charities of the Diocese of Albany will provide an Administrative Liaison to the Licensee who will be on site for the duration of the rental period. In the event that the Liaison leaves the premises for a short period of time, the Licensee will be provided at the time of Check-In Orientation with the appropriate contact person and phone number in the event of a problem. Upon arrival the Administrative Liaison will conduct an orientation of the camp with the Licensee. The attached checklist will be completed at time of orientation and departure walk-through.
- 3. Use of Premises and Schedule** – Licensee shall use the Facility for conducting a program of its own design and shall comply with all applicable laws, codes and regulations. Furthermore, the licensee will adhere to the following rules:
 - a. Licensee is requested to be sensitive to neighboring properties and communities with respect to noise especially if using loud speakers or bull horns. Quiet time is between 11 p.m. and 7 a.m.
 - b. Licensee shall notify Catholic Charities of the Diocese of Albany of the nature of its program. Catholic Charities of the Diocese of Albany prohibits hunting, fireworks, firearms, ammunition, and explosives at the Facility. The use of gasoline, flammables, poisonous substances, and power tools are restricted.
 - c. Licensee is advised to provide adults with the responsibility, authority and training to provide direct supervision to minors with the following ratios: Age 4-5, 1 adult for 5 children; age 6-8, 1 adult for 6 children; 9 to 14 1 adult for 8 children; age 15-18 1 adult to 10 children. Furthermore Licensee is advised to provide training to minimize the potential of any rental group personnel being in a one-on-one camper situation when out of sight of others.
 - d. Licensee will prepare its own food and assumes all responsibility for any foods prepared and for all activities incident to their preparations. During the orientation, instruction will be given on how to use all kitchen equipment. Licensee is advised to use only clean and sanitized utensils, to clean and sanitize food contact areas after each use and minimize the time that foods remains above 40°F and/or below 140°F.
 - e. The waterfront, including boating area, is unregulated. Licensee, if opting to use the waterfront, uses it at own risk. See Addendum 2 Catholic Charities of the Diocese of Albany does not accept any responsibility for Licensee use and operation of the waterfront. Additionally, if using the waterfront area, it is recommended that the licensee provide at least one lifeguard for every 25 users who has current certification in Lifeguarding, CPR and First Aid from a nationally recognized provider.
 - f. The Aqua Jump is provided at the discretion of the Administrative Liaison. It is requested that an adult accompany any minors using the equipment and no more than 6 (six) people are on the jump at any given

time. It is recommended that all participants wear Personal Flotation Devices while using this equipment and an additional lifeguard should be used to guard this activity.

- g. If the Licensee desires to utilize the Camp Scully Ropes Course, Catholic Charities of the Diocese of Albany will provide appropriately trained staff, see Addendum 3. If the Licensee desires to utilize the archery range, the Licensee must provide staff who may supervise the activity. The staff must possess certification or specialized training in archery, which will be presented to Catholic Charities of the Diocese of Albany for verification prior to use.
- h. If the Licensee desires to utilize sports equipment while at the Facility, this request may be made at the time of the orientation walk-through. The Licensee agrees to pay for the replacement of any lost or misplaced equipment.
- i. Charities of the Diocese of Albany shall provide beds, mattresses, kitchen utensils, dishes, and other equipment necessary for the operation of the Facility. Licensee will not move furniture including bunk beds, couches and camp tables. Dining tables and chairs at the chapel may be rearranged within those buildings but may not be removed from those buildings.
- j. Licensee will also ensure that any equipment used is stored correctly and in the appropriate location for the duration of their stay. Licensee will refrain from affixing any item to camp property by nails, screws or staples without prior permission from the Administrative Liaison.

4. Utilities – Catholic Charities of the Diocese of Albany shall provide water, electricity, and garbage disposal without extra charge to Licensee. If garbage disposal at end of rental term is excessive, requiring additional garbage pick-up, an extra charge may be made to the Licensee.

5. Maintenance & Cleaning – Catholic Charities of the Diocese of Albany shall maintain the Facility in good repair and shall provide janitorial services to the bathrooms and for garbage collection once daily. Licensee will need to assist in garbage collection and cleaning needs beyond this minimum. Catholic Licensee agrees to assist in keeping the Facility clean and shall leave the Facility free of defacement. Requests for maintenance work shall be communicated to the Administrative Liaison. Before checkout, the Licensee agrees to sweep floors, wipe counters, tables & return equipment to its original location.

6. Health and Safety

a. Catholic Charities of the Diocese of Albany does not provide medical supervision, treatment or dispensing of medications for Licensee and their guests. These responsibilities belong to the Licensee. Catholic Charities of the Diocese of Albany do not assume responsibility for medical care/supervision that is provided by Licensee. Licensee should bring own first aid supplies. Licensee may opt to rely on Emergency Medical Services available via 911 in the area. Licensee agrees to furnish non-emergency transportation.

Will rely on area 911 service: Yes No **Signature:** _____

- b. Licensee agrees to furnish at least one person, age 18 years or older, who is trained in the principles of first aid, for every 200 persons under 18 years of age.
- c. Licensee will prohibit smoking except in designated places (i.e., “the Point”) and shall warn all persons of the hazards of indiscriminate smoking at the Facility. Open fires may be built only in the campfire areas. It is understood that both Catholic Charities of the Diocese of Albany and Licensee must comply with all lawful orders of appropriate fire control officials.
- d. It is recommended that the licensee provide at least one person who has current certification in CPR/AED from a nationally recognized provider.
- e. Licensee will prohibit the possession of pets while on Camp Scully property by any of its guests.
- f. Licensee will prohibit the possession of alcohol on the premises, unless written approval has been given by Catholic Charities of the Diocese of Albany. A waiver of this requirement may be requested.

Waiver requested for this requirement: Yes No. Reason: _____

Approval Granted: Yes No **Signature:** _____

- g. Use of vehicles at the Facility is restricted to roads and parking areas only. Licensee will prohibit driving on the grass without permission from the Administrative Liaison. Posted speed limits shall be obeyed.

7. Use Fees and Costs

- a. Breakage and Damage – Licensee agrees to pay Catholic Charities of the Diocese of Albany the amount reasonably necessary to repair or replace property or equipment damaged, destroyed or missing during or at departure of Licensee’s use. All damage must be immediately reported to the Administrative Liaison. Additional charges may also be incurred if the Facility requires extra cleaning or furniture/equipment rearranging beyond normal use or this will be deducted from any security deposit.
- b. Payment Terms – Licensee agrees to deliver 50% payment at signing of this Agreement and the remainder in full one month 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 Catholic Charities of the Diocese of Albany personnel or property that 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 Catholic Charities of the Diocese of Albany and Roman Catholic Diocese of Albany 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. Catholic Charities of the Diocese of Albany 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 Catholic Charities of the Diocese of Albany, 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.
- e. It is recommended that the licensee obtain the names, addresses, emergency contact information and known health conditions of all participants. For minors without a parent on site, it is recommended that a signed permission to seek medical treatment is obtained.

9. Termination

- a. Catholic Charities of the Diocese of Albany may terminate this Agreement without any liability upon thirty (30) days prior written notice to Licensee either 1) without cause or 2) upon a determination by Catholic Charities of the Diocese of Albany, in its sole and exclusive judgment, that the requirements of the State Fire Marshal, the Department of Health or any statute, rule or regulation of any federal, state, or local body, imposes undue requirements or hardship on Catholic Charities of the Diocese of Albany.
- b. In the event of cancellation by Licensee, Licensee will be released from payment of the Guaranteed Minimum Fee provided Catholic Charities of the Diocese of Albany receives written notice of the termination no later than 30 days prior to the event, or Catholic Charities of the Diocese of Albany re-licenses the same facilities for the same period of time at the same fee.

10. Insurance

Licensee must provide in writing a **certificate of insurance liability** naming the following organizations as additional insured.

- 1) **Roman Catholic Diocese of Albany**
- 2) **Catholic Charities of the Diocese of Albany**

This certificate of insurance shall indicate a general liability insurance coverage of \$1 million dollars.

Accepted according to the above terms and conditions:

Signature of Authorized Representative

Jenn Hyde
Executive Director
Catholic Charities Tri County Services

Title of Representative

Date

Date

Address

City, State, Zip

Phone Number

Email Address

Return this agreement to:

**Camp Scully
40 N. Main Avenue
Albany, New York 12203.**

**Include a 50% nonrefundable deposit and
the security deposit if applicable.
Make checks payable to: *Camp Scully*
The fees are calculated in Addendum 1**

To pay by credit card please call (518) 453-6613
Questions? Please email: colin.stewart@rcda.org or call 283-1617

The balance is due one month prior to arrival.

For Office Use only:

Received on: _____

Check Number: _____

Dates of Reservation: _____ to _____

Date confirmation was sent to applicant: _____

Balance Due: _____

Event Schedule – Addendum 1

RENTAL PACKAGE OPTIONS – BOOKING FORM -Revised May 2013

	Group Size Small 1-15 People	Group Size Medium 16-30 People	Group Size Large 31-100 People	Group Size Extra Large 101-200 People SECURITY DEPOSIT REQUIRED	Group Size Grandiose 200 Plus People SECURITY DEPOSIT REQUIRED
OPTION #1 Day Use Only No use of Kitchen and/or Camp Equipment	\$ 100	\$125	\$ 150	\$ 200	\$ 300
OPTION #2 Day Use Only Use of Kitchen and/or Camp Equipment	\$ 200	\$ 225	\$ 250	\$ 350	\$ 500
OPTION #3 1 Overnight Stay No Use of Camp Equipment	\$ 500	\$ 600	\$ 750	\$ 950	\$ 1,200
OPTION #4 1 Overnight Stay Use of Camp Equipment	\$ 650	\$ 750	\$ 900	\$1,100	\$ 1,350
OPTION #5 Dining Hall Rental ONLY	\$ 150	\$ 200	\$ 250	\$ 300	\$ 350

- Rates are based on a 1 night (24 hour) stay, each additional night is the same rate

DATES REQUESTED

FROM: Date _____ Time _____ Group Size: _____

TO: Date _____ Time _____

Calculate Cost: \$ _____

For Office Use only:

Dates confirmed: _____
Director Initials

Addendum 2 – Use of Waterfront

Licensee indicates the following with regard to use of the waterfront during terms of Agreement (check one):

- Will not use the waterfront (boating or swimming) at any time.
- Will use the waterfront (boating or swimming).

The Licensee has read the Use Agreement for Camp Scully and affirms that **Catholic Charities of the Diocese of Albany assumes no responsibility for Licensee’s use of the waterfront area as the waterfront is unregulated.**

- The waterfront area consists of a marked shallow area and a marked deep area.
- A diving platform and water trampoline may be available that are in deep water.
- It is recommended to use floatation devices when using the trampoline or the boats.
- Rescue tubes and floatation devices may be requested from Camp Scully for the waterfront area.
- A checkout system should be used for swimming and boating.

The Department of Health provides the following guidelines which all persons should adhere to.

- NEVER SWIM ALONE. A minimum of two adults, 18 years of age or older must be present whenever this swimming facility is in use.
- THERE IS NO SUBSTITUTE FOR ADEQUATE SUPERVISION. - Children under 18 years of age must be accompanied by a parent or guardian.
- IN AN EMERGENCY, DIAL 911, GET HELP & NOTIFY THE ADMINISTRATIVE LIAISON AS SOON AS POSSIBLE
- Only use this facility during posted hours of operation and swim only in the designated bathing area.
- Do not drink alcohol and swim.

Addendum 3 – Use of Challenge Course

Licensee indicates the following with regard to use of the challenge course during terms of Agreement (check one):

- Will not use the challenge course at any time.
- Licensee requests the use of the Camp Scully ropes course on the following dates and times:
Each session is 2 hours duration with a maximum of 12 participants per instructor.
The challenge course may not be available during your stay.

# Of Sessions	Dates	Times
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Facilitating and operating the Challenge Course requires training and experience. Catholic Charities of the Diocese of Albany will provide a skilled and trained staff member to facilitate each session. Licensee agrees not to use the Challenge Course with a staff member provided by Catholic Charities of the Diocese of Albany.

COST PER CHALLENGE SESSION: **\$200** Number of sessions: _____ TOTAL FEE: _____

The additional charges listed above will be added to the cost of using the Facility listed on addendum 1.

 Jenn Hyde
 Executive Director
 Catholic Charities of the Diocese of Albany

 Signature of Authorized Representative
For Addendum 2& 3

 Title of Representative

 Date

 Date

ORIENTATION ARRIVAL FORM

Administrative Liaison and Licensee have walked around the property and Licensee has been instructed on the correct use of the following facilities:

- Dining Hall & Kitchen
- Lookout Lodge
- Sleeping Cabins
- Main Bathhouse
- Pavilion
- Recreation Areas
- Waterfront (per Addendum 2)
- Archery (trained staff)
- Challenge Course (per Addendum 3)
- Directors Cabin

Camp Equipment to be used during Agreement period:

- Archery Equipment (Bows, arrows, targets)
- Waterfront Equipment (Canoes, kayaks, PFD's)
- Sports Equipment (Balls, cones)
- Loudspeaker & Amp
- BBQ

Detail below where Facility damage was noted at arrival and is not the responsibility of Licensee:

The following was explained by Administrative Liaison to Licensee Contact at time of arrival:

- General instructions on kitchen supplies
- Equipment Instructions - stove, ice machine, coffee maker, mixer, toaster.
- Instruction on sanitizing dishwasher
- Emergency contact numbers for Facility provided by Administrative Liaison

Administrative Liaison

Licensee

Date of Orientation: _____

DEPARTURE FORM

All Facility use areas indicated on the Orientation Arrival Form have been left clean and organized with all equipment returned to its original locations and in adequate condition, as per rental agreement sections 3i, 3j and 5.

___ Yes ___ No (indicate below)

Detail below where Facility damage was noted at departure and is the responsibility of Licensee (charges will be incurred and sent to Licensee or the amount will be deducted from the security deposit).

Administrative Liaison

Licensee

Date of Departure: _____

I decline to participate in the departure walk through. I understand that as a result of this declination by the Licensee, the Licensee is thereby responsible for any damages and/or missing equipment that is discovered by the Administrative Liaison after the departure of the Licensee (charges will be incurred and sent to Licensee and I forfeit the security deposit if applicable).

Administrative Liaison

Licensee

Date of Departure: _____