

Camp Ocean Pines Program Rental Contract

1473 Randall Dr. Cambria, CA 93428 805-927-0254 (Camp Office) 805-924-4016 (Program Rental line)

This Program Rental Contract ("Contract") is entered into by and between Camp Ocean Pines and Licensee as identified below (collectively the "Parties").

Licensee:

Group Name	Street Address	City, State, Zip
Contact Name	Contact Phone	Contact Email

The Parties agree as follows:

I. Definitions. The following definitions shall apply to this Contract:

- A. "Camp" means Camp Ocean Pines, Inc. a California Public Benefit Corporation.
- B. "Chaperone" means and includes all persons 18 years or older, who have been designated by Licensee as being responsible for minor Participants. Limited exceptions may be authorized in advance by a Camp designee for qualified high school age Participants. Licensee agrees to meet the following adult to minor ratios for its Participants as recommended by the American Camp Association:

Minor's Age	Overnight Ratio	Day Ratio
6 - 8 years	1:5	1:8
9 - 14 years	1:8	1:10
15 - 18 years	1:10	1:12

- C. "Facility" refers to Camp property, equipment, and structures.
- D. "Financial Commitment" is the amount Licensee is obligated to pay Camp based on the Minimum Guarantee Participant Number as indicated in the attached Program Worksheet which is incorporated into this Contract. **Licensee guarantees to pay a Financial Commitment equal to the minimum number of expected Participants even if fewer Participants actually attend the Program.**
- E. "Guaranteed Minimum Participant Number" is the number of Participants used to calculate Licensee's Financial Commitment as set forth in the Program Worksheet. Licensee shall indicate a minimum and maximum range of expected Participants. **The minimum number of expected Participants may not be decreased without paying the Financial Commitment in full.** At Camp's sole discretion, financial credit may be given when the actual number of Participants is less than the Guaranteed Minimum in situations caused by uncontrollable circumstances, such as medical emergencies, natural disasters and family deaths.

- F. "Health Supervisor" refers to Licensee's designated Participant who is qualified to provide basic health supervision. The Health Supervisor must be at least 21 years of age and possess a certificate of training in the principles of first aid and CPR.
- G. "Licensee" refers to the entity executing this Contract identified above and its agents, employees, Program Participants, Chaperones, visitors and other invitees.
- H. "Licensee Authorized Representative" means the individual who has been duly authorized by Licensee to enter into and agree to be bound by this Contract.
- I. "Participant" means and includes all of Licensee's invitees, including instructors and/or Chaperone's of minor Participants, who participate in the Program.
- J. "Participant Cost" is the amount Licensee shall pay to Camp for each Participant that attends the Program. The Participant Cost is set forth in the Program Worksheet. If more Participants use the Facility than the Guaranteed Minimum Participant Number, Licensee shall pay to Camp the Participant Cost for each additional Participant.
- K. "Program" means Licensee's education and activities to be provided by Licensee to its Participants in accordance with the terms and conditions of this Contract.
- L. "Program Fees" means and includes the agreed upon Service set forth in the Program Worksheet including meals and lodging. No reduction in Program Fees will be given if Participants forego reserved meals or lodging.
- M. "Reservation Fee" refers to the non-refundable, payment required from Licensee with the executed Contract to reserve the Program dates.
- N. "Service" refers to the meals lodging and Facility use activities in accordance with the terms of this Contract and as detailed in the Program Worksheet.

II. Camp Responsibilities. Camp shall:

- A. Provide the Service agreed to by Licensee and Camp as detailed in the Program Worksheet. The Service includes meals, lodging and Facility up to the maximum number of expected Participants. Licensee agrees to assist with supervision of its Participants over the use of the dining hall.
- B. Provide non-exclusive use of the Facility. Exclusive use is guaranteed only to groups that commit to pay a Guaranteed Minimum Participant Number equal to 80% or more of Camp's capacity. **Exclusive use of the Facility by a group is not implied and must be expressly agreed upon by Camp on the Program Worksheet.**
- C. Maintain the Facility in good condition and repair and shall provide janitorial services prior to and after departure. Camp shall provide beds, mattresses, kitchen utensils, dishes, along with other equipment and utilities necessary for its operation.
- D. Not discriminate against any individual or group based on race, color, religion, national origin, sex, age, ancestry, citizenship, physical or mental disability, marital status, medical condition, sexual orientation, gender identification, or on the basis of any other characteristic protected by applicable law.
- E. Reserve the right, in its sole discretion, to refuse Service to any person whose participation Camp reasonably believes may present a risk of harm to that individual or others.

- F. Have the right to require Licensee to remove from the Facility any person(s) in, or in any way connected with, Licensee's group who, in the sole opinion of Camp, is creating a disturbance or who is otherwise disrupting activities on the Facility. Licensee agrees to permit only authorized invitees to enter the Facility and shall take all necessary steps to remove unauthorized persons from the Facility.

III. Licensee Responsibilities. Licensee shall:

- A. Be familiar and comply with all Camp policies and procedures applicable to the Service. Licensee's Participants are required to participate in an orientation of Camp safety regulations and emergency procedures, led by Camp staff.
- B. Conduct a Program of its own design and instruction. Provide information about the Program content, curriculum or instruction upon request by Camp.
- C. Supervise and assume full control and responsibility for the safety and supervision of all Participants, entities or things other than Camp personnel or property who/which are, for any reason, on the Facility by reason of Licensee's Program or use of the Facility.
- D. Provide a Certificate of Insurance for a minimum of one million dollars (\$1,000,000) limit for commercial general liability naming Camp Ocean Pines, Inc. as an additional insured for the acts or omissions of Camp directors, officers, employees and agents. If Licensee is approved for use of alcohol while on the Facility, the Certificate of Insurance must also include a one million dollars (\$1,000,000) limit for liquor liability and name the Camp as an additional insured.
- E. Be responsible for knowing any medication requirements and/or any relevant physical or mental conditions or limitations of Participants. Licensee shall designate a Health Supervisor who is responsible for securing and administering any medication(s) to minor Participants in accordance with Licensee policies. Camp does not provide medical supervision, treatment, maintenance, or dispensing of medications for Participants. Licensee must bring its own first aid supplies and equipment. Emergency transportation is available through local emergency response groups by dialing 911.
- F. 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 under the age of 18 and not accompanied by their parent or guardian, a signed form granting permission to seek emergency treatment.
- G. Keep and leave the Facility and any off-site activity location clean, orderly and free of defacement during the Program stay. Licensee shall be responsible for any loss of or damage caused by the acts or omissions of any Licensee Participant or invitee. Licensee agrees to pay Camp the amount reasonably necessary to repair or replace property or equipment damaged, destroyed or defaced during Licensee's use. Camp will provide an itemized invoice and an explanation of charges.
- H. Discourage Participants from bringing any unnecessary items or property to Camp and hold Camp harmless for the theft or loss of any personal items belonging to Participants or Chaperones.
- I. Obtain advance approval on the Program Worksheet for the consumption of alcohol and comply with Camp's alcohol use policy that obligates Licensee to ensure: (i) consumption of alcohol only by Participants over the age of 21 and not in the presence of minors; (ii) no Participants drive from the Facility under the influence and designated drivers are available; (iii) non-drinking Participants are present; (iv) use of appropriate judgement and discretion when sharing the Facility with other groups; and (v) adequate safeguards are in place for Camp, neighbors and Participants. Certain groups also may be required to provide evidence of a valid liquor license for their event.

- J. Ensure Participants comply with Camp's smoking and open fire policy. All forms of smoking (including vaping) is allowed only in designated smoking areas. Open fires may be built only in the campfire designated area for which fire permits have been secured. The Parties understand that they each must comply with all lawful orders of fire control officials.
- K. Comply with Camp's policy with respect to animals (pets) on the premises. All pets must be on leash and not allowed in structures with the exception of California licensed emotional support and service animals. In such case, the Participant must have available a copy of the approved license and appropriate identification worn by the registered animal.
- L. Restrict use of vehicles to roads and parking areas designated by Camp. Posted speed limits shall be obeyed. Provide or ensure the availability of all transportation of Participants to, from and throughout the Program.
- M. Not discriminate against any individual or group based on race, color, religion, national origin, sex, age, ancestry, citizenship, physical or mental disability, marital status, medical condition, sexual orientation, gender identification, or on the basis of any other characteristic protected by applicable law.
- N. Comply with all laws, codes, and regulations applicable to the Program or Licensee's operations.
- O. Comply with Camp's Facility use policies, including the prohibition of hunting, fireworks, firearms, ammunition and explosives. Use of gasoline, flammables, poisonous substances and hand or power tools are restricted.

IV. Payment Terms. Licensee shall pay Camp:

- A. A Reservation Fee in the amount of \$100.00. Camp will not hold Program dates for Licensee prior to receiving both the Reservation Fee and executed Contract. The Reservation Fee is non-refundable.
- B. 50% of the Financial Commitment no later than 90 days prior to arrival. If the Contract is executed less than 90 days from the arrival date, the 50% payment will be due and payable according to the payment schedule set forth in the Program Worksheet.
- C. Payment in full 100% of the balance due for the Financial Commitment 60 days prior to Licensee's arrival date. If the Contract is executed less than 60 days from the arrival date, the payment in full will be due and payable according to the payment schedule set forth in the Program Worksheet.
- D. **The Financial Commitment regardless of whether the actual number of Participants is fewer than the confirmed Participant Number or if Licensee terminates this Contract pursuant to the cancellation terms stated in this Contract.**
- E. Additional Participant Cost fee, if any, prior to Licensee's departure from the Facility. Exceptions must be approved by Camp prior to arrival.
- F. Additional charges for recreational activities available for use with trained Camp personnel (requires advance reservation.)
- G. Sales tax on all meals unless Licensee provides adequate information to demonstrate exempt status under state law due to educational Program content.
- H. Forfeit the Program reservation fee pursuant to the cancellation policies set forth in this Contract.

- V. **Program Changes and Cancellation.** Licensee acknowledges and understands that:
- A. Camp requires accurate Participant Numbers in advance of the Program date in order to appropriately plan the needs of Licensee and Camp. Licensee will provide written confirmation of final Participant Numbers ten (10) days prior to the Program arrival date. The Program Worksheet will be amended and invoices updated as required based on such information. Any increase to the expected maximum number of Participants must be approved by Camp in writing no less than ninety (90) days prior to arrival. Failure to secure Camp approval for increases to the maximum number of Participants could result in a shortage of food and/or lodging.
 - B. It is responsible for the payment of Program Fees for the confirmed Participant Number or for the highest number of Participants actually in attendance at any time during the Program dates, whichever is greater.
 - C. In no instance will a reduction of Service be possible after execution of the Contract.
- VI. **Cancellation By Licensee.** Licensee acknowledges and understands that every Program is planned in advance to ensure sufficient staff, lodging, food, equipment, and supplies based on the Participant Number. For this reason, Licensee agrees:
- A. To provide Camp written notice of any cancellation.
 - B. To pay a cancellation fee equal to 50% of the Financial Commitment if the Contract is cancelled between thirty (30) and sixty (60) days of arrival date.
 - C. To pay a cancellation fee equal to 100% of the Financial Commitment if the Contract is cancelled within thirty (30) days of arrival date.
 - D. That the actual amount of damages is difficult to calculate in advance, the cancellation fee is reasonable and paid to Camp as liquidated damages.
 - E. The cancellation fee shall apply also if the Contract is cancelled by Camp due to Licensee's failure to timely perform its responsibilities under this Contract.
 - F. Camp may release Licensee from payment of the Financial Commitment if it re-licenses the same facilities for the same period of time at the same fee. Camp agrees to use its best efforts to re-license the Facility in this event.
- VII. **Termination By Camp.** Camp may terminate this Contract without any liability to Licensee:
- A. Upon a determination by Camp 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 Camp that precludes its ability to deliver the Program.
 - B. In the event of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service.

VIII. Indemnity

- A. Licensee agrees to defend, indemnify and hold harmless Camp and its past, present, and future members, directors, officers, employees, agents, independent contractors and related entities, and its and their successors, assigns and heirs from and against any harm and/or all claims, demands, actions, damages, liabilities, costs and expenses (including but not limited to reasonable attorneys' fees and costs), made by any third party, caused by, arising out of, or related to any negligent, wrongful or unlawful act or omission on the part of Licensee, or any of its members.
- B. Except as otherwise expressly provided for in this Contract, Camp agrees to indemnify and hold harmless, Licensee, and its individual members, from and against all claims, demands, actions, damages, liabilities, costs and expenses (including reasonable attorneys' fees and costs), caused by, arising out of, or related to any negligent, wrongful, or unlawful act or omission on the part of Camp, or any of its employees or agents.
- C. **Camp shall have no liability for any economic, consequential, indirect or special damage or loss (including loss of profit or bargain or anticipated savings) arising out of or in connection with its performance or non-performance under this Contract.**

IX. Miscellaneous

- A. Privacy policy: Camp respects the confidentiality of the information provided by Participants, and will not sell or make available this information to other organizations. Camp reserves the right to use this information for internal marketing and development purposes.
- B. California Law/Severability: This Contract is entered into and governed by the laws of the State of California. Any provision determined to be void or illegal under applicable law shall be deemed severable, and all other provisions of this Contract shall remain in full force and effect.
- C. Mediation/Arbitration: In the event of any dispute between the Parties with regard to the terms of this Contract, the Parties agree to submit such dispute to mediation in a good faith effort to resolve the dispute informally. Mediation will be held in the City of San Luis Obispo. The costs of such mediation shall be shared equally by the Parties. Should mediation not resolve the dispute, the Parties agree to submit the dispute to binding arbitration before the American Arbitration Association, pursuant to the Rules for Commercial Disputes. The arbitration will take place in the City of San Luis Obispo. The award of the arbitrator shall be final and binding with no right of appeal. The costs and expenses of arbitration shall be shared equally by the Parties, and each side shall bear its own attorney's fees and costs, unless otherwise determined by the arbitrator in his/her award.
- D. Entire Agreement/Modifications: The Parties agree that this Contract constitutes the entire agreement between them; that all prior agreements, whether oral or written, are expressly superseded and of no force or effect; and that no changes or modifications to the terms of this Contract shall be valid unless made in writing and signed by duly authorized representatives of both Parties.

E. Authority: Each person signing below represents and warrants that they are authorized to enter into this Contract and commit their organization to its terms.

By the signatures below, the Parties agree to be bound by the terms of this Contract effective as of the date executed by Camp Ocean Pines, Inc.

Licensee's Authorized Representative:

Licensee (Group) Name:	
Print Name of Authorized Representative:	Print Title:
Phone:	Email:
Signature:	Date:

Camp Ocean Pines, Inc. Authorized Representative:

Print Name: Cynthia Neer	Print Title: Administration Director
Phone: 805-924-4012	Email: admin@campceanpines.org
Signature:	Date:

Program Rental Worksheet

Program Overview:

Group Name:		
Purpose of Program:		
Arrival Date:	Arrival Day & Time:	First Meal:
Departure Date:	Departure Day & Time:	Last Meal:
	Number of nights:	Number of meals:

Program Fees:

Guaranteed Minimum Participant Number:	Expected Maximum Participant Number:
Non-Refundable Reservation Fee:	\$ 100.00
Participant Cost: \$ _____ x Guaranteed Minimum Participant Number _____	\$
Additional Fees (describe):	\$
Guaranteed Financial Commitment (total minimum group cost):	\$
Estimated Meal tax: _____ Exempt* _____ Non-Exempt @7.25% of \$ _____ total meals <i>*documentation of exempt status must be supplied prior to date of arrival</i>	\$
Exclusive use arrangement: _____ Yes _____ No	
Alcohol Use approved: _____ Yes _____ No (If yes, indicate any alcohol use restrictions not otherwise stated in the contract including if liquor license is required)	
Specific Facility Use Requirements:	
Day Use only: _____ Yes _____ No	
Credit card payments welcome! Make checks payable to Camp Ocean Pines and mail to 1473 Randall Drive Cambria, CA 93428	

Planning and Payment Schedule:

Task	Amount Due	Due Date
Execute Contract and pay \$100 Reservation Fee	\$ 100	Immediately
First Payment - 50% of Financial Commitment (due 90 days prior to arrival)		
Second payment - payment in full of remaining balance (due 60 days prior to arrival)		
Provide Certificate of Insurance prior to arrival	N/A	

Worksheet Acceptance (Initial/date)

Licensee: _____ / _____ Camp: _____ / _____