



USE AGREEMENT FOR CAMP WHITMAN ON SENECA LAKE *Terms and Conditions*

1. Description of Premises – Camp Whitman on Seneca Lake 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 areas of the Facility, except use of the Waterfront, Pool and Ropes course. Use of these areas require approval of Camp Whitman on Seneca Lake and any necessary certifications.

2. Food Service – Licensee normally prepares its own food. The Licensee assumes all responsibility for any foods prepared, and for all activities incident to their preparations, and shall hold Camp Whitman on Seneca Lake and the Facility owner harmless from any and all liability therein.

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 Camp Whitman on Seneca Lake of the nature of its program, and shall supply Camp Whitman on Seneca Lake with information concerning the program upon submission of the contract. Camp Whitman on Seneca Lake 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 Camp Whitman on Seneca Lake must be obtained.

No one shall enter the pool area unless approved by Camp Whitman on Seneca Lake. In addition to approval, the Licensee must provide a Red Cross certified lifeguard, 18 years or older, to supervise the pool area. Approved use of the Swimming pool is weather and maintenance permitting. A lifeguard with a Waterfront Lifeguarding Certification card is required for lakefront boating. Swimming is prohibited in the lake and at the pond.

4. Utilities – Camp Whitman on Seneca Lake shall provide water, electricity, and garbage disposal without charge to Licensee.

5. Maintenance

- a. Camp Whitman on Seneca Lake shall maintain the Facility in good condition and repair. Camp Whitman on Seneca Lake 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.
- b. Groups that exceed 150 people need to provide under their own contract port-a-johns to be on site for the duration of their stay. One additional port-a-john is required for every additional 50 people.

6. Health and Safety

- a. Camp Whitman on Seneca Lake does not provide medical supervision, treatment, maintenance, or dispensing of medications for retreat and rental guests. These responsibilities belong to the Licensee.
- b. Licensee agrees to furnish a qualified adult to provide basic health supervision. The minimal requirement is a qualified adult at least 18 years of age who possesses a current certification card for Community, or Basic First Aid with age-appropriate CPR. **Licensee must bring own first aid supplies and equipment.**
- c. Licensee agrees to furnish at least one staff person age 18 years or older, for each ten campers age 15-18, for each eight campers age 9-14, and for each six campers age 6-8.
- 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 by participants under 18 years old. Smoking by adults may not occur within any of the buildings. The Licensee shall warn all persons of the hazards of indiscriminate smoking at the Facility. Open fires may be built only in the campfire area. It is understood that both Camp Whitman on Seneca Lake 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 Camp Whitman on Seneca Lake. Posted speed limits shall be obeyed.

7. 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 Camp Whitman on Seneca Lake 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 Camp Whitman on Seneca Lake (Presbytery of Geneva) 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. Licensees, who contract for usage of the Facility, shall submit proof of insurance coverage, and shall name Camp Whitman on Seneca Lake as an insured party under said policy.

8. 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. Camp Whitman on Seneca Lake 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 Camp Whitman on Seneca Lake, 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 using the buildings on the premises will not exceed the Facility Building Maximum capacity at any time. The Licensee also agrees that they will not exceed the 500 maximum number of people on the entire site at any time.

9. Termination

- a. Camp Whitman on Seneca Lake 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 Camp Whitman on Seneca Lake, in its sole and exclusive judgment, that the requirements of the State Fire Marshal, the New York Department of Health, statute, rule or regulation of any federal, state, or local body, imposes undue requirements or hardship on Camp Whitman on Seneca Lake.
- b. In the event of cancellation by Licensee, the deposit is not refundable. Any additional monies remitted will be refunded, provided Camp Whitman on Seneca Lake receives written notice of the termination no later than 120 days prior to the start of your event. **There will be no refund of any of your fees if cancellation occurs within 120 days prior to the start of your event.**

Please sign this agreement and the attached sheet indicating agreed upon dates, times, costs, and services Camp Whitman on Seneca Lake will provide, and return it to Presbytery of Geneva/Camp Whitman on Seneca Lake, 2472 State Route 54A, Penn Yan, NY 14527, immediately along with the deposit, to reserve dates on our calendar.

Signed:_____

Date:_____

Print Name:_____

Duly Authorized Representative of _____