

## Facility Use Agreement for Guppy Gulch

This AGREEMENT (this "AGREEMENT") is made the \_\_\_<sup>th</sup> day of \_\_\_\_\_, 2023 between Guppy Gulch LLC, doing business as [Guppy Gulch] and having a physical address at 95 Guppy Valley Road, Delta, PA 17314, (hereinafter referred to as "CAMP") and \_\_\_\_\_, having an address at \_\_\_\_\_ (hereinafter referred to as "CLIENT").

WHEREAS, CLIENT desires to utilize [a portion of] the facilities of CAMP for the purpose of conducting a summer camp (the "PROGRAM"), consisting of (a) that portion of Guppy Gulch, located at 95 Guppy Valley Road, Delta, PA 17314, which has been designated as "PREMISES".

WHEREAS, CAMP is amenable to making available to CLIENT, on a non-exclusive basis, the PREMISES for the PROGRAM subject to the terms and conditions of this Agreement.

NOW, THEREFORE, In consideration of the mutual covenants and agreements set forth in this AGREEMENT, and other good and valuable consideration, the parties hereto agree as follows:

### ARTICLE 1. TERM

The term of this AGREEMENT (the "TERM") shall be for a period of \_\_\_ days, commencing on \_\_\_\_\_ [date] and ending on \_\_\_\_\_ [date]. [During the TERM, the PREMISES will be used only between the hours of \_\_\_\_\_ am/pm and \_\_\_\_\_ am/pm.] [In the event of inclement weather, rain date(s) of \_\_\_\_\_ will be designated with the same hours and conditions.] Dates and times may be changed by agreement of both parties if agreed to in writing or via email.

### ARTICLE 2. FEES

The fees payable by CLIENT to CAMP for use of the PREMISES during the TERM ("FEES") shall be based on the number of persons utilizing the PREMISES, computed as follows:

- a. For each camper or staff member attending the PROGRAM, the FEES shall be \$27 per swimmer per day and \$10 per nonswimmer per day.
- b. Overnight accommodations are \$10 per person per night.

CLIENT shall submit a deposit of \$100 upon execution of this Agreement, to be applied to the total amount of FEES payable in accordance with this AGREEMENT. Balance of the total amount of FEES then anticipated to be due hereunder shall be payable no later than the day of arrival at camp.

CLIENT shall provide to CAMP a complete list of all campers and staff that will be visiting CAMP along with appropriately executed liability waivers.

CLIENT will be responsible for providing all ATTENDEE SUPERVISORY staff. Camp will be responsible for providing FACILITY SUPERVISORY staff.

### **ARTICLE 3. USE OF PREMISES**

- A.** CLIENT will use the PREMISES to engage in and operate camp activities and for no other purposes.
- B.** CLIENT shall not use the PREMISES or any of its facilities in any manner other than that which is specifically allowed herein.
- C.** CLIENT shall not use the PREMISES or permit them to be used in any manner that results in waste of the PREMISES or that shall constitute a nuisance. For the purposes of this agreement, a nuisance is defined as interference with guest's enjoyment and use of the facility. CLIENT shall not use the PREMISES or permit them to be used for any illegal purpose.
- D.** CAMP reserves the right to restrict usage of its facilities in the event of severely inclement weather which makes these fields or surfaces unsuitable for play or which, in the sole discretion of CAMP, threatens their longevity. [If CAMP determines that the facilities are unsuitable for play, and CLIENT requires the use of such facilities, CAMP may, in its sole discretion, cancel the event, in which case CLIENT will receive a pro-rata portion of CLIENT'S FEES.]
- E.** CLIENT will receive a written or verbal safety orientation from CAMP and will be responsible to relay the information conveyed to all USERS.
- F.** CLIENT at its sole cost and expense, shall maintain insurance throughout the TERM, and any renewal or extension hereof, and shall provide to CAMP a current certificate of insurance prior to the commencement of the TERM evidencing at least:
- Commercial general liability insurance with limits not less than \$1 million each occurrence and \$2 million general aggregate (aggregate per location or project), including \$2 million products/completed operations and \$1 million personal injury liability.
  - Excess liability (umbrella) coverage with limits not less than \$1 million.
  - All policies must contain 30 days' notice of cancellation or non-renewal (except 10 days for nonpayment of premium), cover the entire TERM (or such longer length of stay for any persons part of CLIENT's group, and be placed with insurers acceptable to CAMP
  - CLIENT shall require any and all subcontractors (i.e. any outside caterers, photographers, musicians, performing groups or other providers of goods or services who may be hired by CLIENT to enter the PREMISES in order to provide such goods or services to CLIENT and its campers or other customers) to comply with the same insurance requirements as noted above and provide to CAMP certificates of insurance evidencing same.

### **ARTICLE 4. SERVICES and MAINTENANCE**

- A.** CAMP shall be responsible for providing, maintaining and paying for all housing and services for the PREMISES. Such services shall be commensurate with other camp programs at the PREMISES. CAMP shall not be liable for any interruption or delay in delivery of the contracted services due to circumstances beyond the control of the camp including inclement weather.

- B.** CLIENT shall permit no act or practice which may tend to injure, deface or otherwise damage the PREMISES or its equipment or to be a nuisance to the neighbors of the CAMP. CLIENT shall bear all expenses of all repairs due to any damage caused by CLIENT. CLIENT agrees to be responsible for, and to promptly reimburse CAMP for, any damage to the those portions of the PREMISES utilized by CLIENT for any cause whatsoever during the TERM, and to any damage to any other furniture, fixtures or other accoutrement located in the PREMISES arising out of CLIENT'S use of the PREMISES.
- C.** CAMP shall provide CLIENT use of all camp facilities, including but not limited to:
- Camp recreational facilities
  - Lifejackets (mandatory for all attendees)
  - Picnic facilities
  - Campsites

## **ARTICLE 5. HOLD HARMLESS**

- A.** CAMP is not involved at all, nor does it assume any responsibility for any programs, training instructions, programs, exercises or any other activity which CLIENT decides to implement while on the PREMISES. CAMP assumes no responsibility for any injuries or property damage sustained by any camper or staff due to exercises, activities or training implemented by CLIENT for their campers and/or staff, except to the extent said injury or property damage arises from defective, broken or otherwise damaged equipment or facilities or from Camp's negligence or willful misconduct. CLIENT agrees to immediately report any accident, injury or property damage to such employee of CAMP as CAMP may designate to CLIENT from time to time as the on-site coordinator or manager.
- B.** CLIENT hereby indemnifies and holds harmless CAMP from and against any and all claims, demands, actions, suits or causes of action, costs and expenses, including reasonable counsel fees and other costs defending against the same, for loss, damage, or personal injury (including death) arising from the use of the PREMISES during the TERM, as well as from any other use of the PREMISES (or any portion thereof and its facilities) by CLIENT, its members, guests, or invitees, except to the extent attributable to any failure on the part of CAMP to comply with this terms of this Agreement or any negligent act or omission by CAMP, its employees, agents, contractors, or subcontractors. CAMP hereby indemnifies and holds harmless CLIENT from and against any and all claims, demands, actions, suits or causes of action, costs and expenses, including reasonable counsel fees and other costs defending against the same, for loss, damage, or personal injury (including death) arising from the use of the PREMISES during the TERM, as well as from any other use of the PREMISES (or any portion thereof and its facilities), except to the extent attributable to any failure on the part of CLIENT to comply with this terms of this Agreement or any negligent act or omission by CLIENT, its members, guests or invitees.
- C.** CLIENT agrees not to use or allow the use of tobacco, alcohol, firearms or illegal drugs in or on the PREMISES at any time during the TERM. Smoking is prohibited in all areas of the PREMISES, including all buildings and on all grounds. If smoking, alcoholic beverages, firearms or illegal drugs are found in the possession of any camper, staff, invitee or guest of CLIENT, CAMP shall have the right to immediately terminate this Agreement, to require CLIENT to immediately vacate the PREMISES and to cause CLIENT to forfeit all payments to date or take such other action as CAMP may then deem appropriate.

D. CLIENT agrees to provide supervision, to the extent that said activities are carried on in a safe and orderly manner, for all activities and in all areas of the PREMISES during the TERM. CLIENT agrees that ALL children ages 8 and younger will be directly supervised AT ALL TIMES by an adult. "Directly supervise" is defined as supervision in which the sole focus of supervising adult will be the child or children being supervised. Being in the vicinity of the children to be supervised without actively watching them is NOT PERMISSABLE.

**ARTICLE 6. MISCELLANEOUS**

- A. This Agreement, together with any and all attachments hereto, constitutes the entire agreement between the parties and may not be modified except by a writing signed by the party against whom the modification is sought to be enforced.
- B. The person signing this Agreement below on behalf of CLIENT represents that he/she had legal authority to bind CLIENT.
- C. No waiver of any breach of this Agreement shall constitute a waiver of any other breach of that or any other provision hereof.
- D. If any provision of this Agreement shall be deemed invalid or unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect, if any provision shall be deemed to be inapplicable to any person or circumstance, it shall nevertheless be construed to apply to all other persons and circumstances.
- E. This Agreement may be executed by scanned e-mail signature and in counterparts. .
- F. This Agreement and all disputes hereunder shall be governed by, and construed in accordance with, the internal laws of the State of Pennsylvania without giving effect to the conflicts or choice of law provisions of Pennsylvania or any other jurisdiction. Any claim or dispute arising under or in connection with this Agreement shall be brought and maintained exclusively in the state courts of the State of Pennsylvania located in York County and no other courts. Each of CLIENT and CAMP submits to the jurisdiction of such courts and waives the right to contest jurisdiction or seek removal of any proceeding brought or maintained therein.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year first above written.

**Stephen Deem, Guppy Gulch LLC**

\_\_\_\_\_ **(client name)**

\_\_\_\_\_  
**Name and title**

\_\_\_\_\_  
**Name and title**