

**Use Agreement for Templed Hills Camp and Conference Center
Heartland Conference of the United Church of Christ
*Terms and Conditions***

*Rules for acceptance and participation in programs at Templed Hills Camp and Conference Center (the "Facility") are the same for everyone without regard to age, race, color, religion, gender, handicap, national origin, or any other characteristic protected by applicable law.

1. General

- a. Heartland Conference of the United Church of Christ ("Conference") agrees to permit Licensee to use Facility according to the following terms and conditions.
- b. The Agreement includes the use of the Facility as reserved.
- c. Templed Hills Camp and Conference Center is owned and operated by Heartland Conference of the United Church of Christ.
- d. "Staff" includes both paid employees and volunteers.

2. Food Service

- a. Facility shall provide meals as specified on the registration in accordance with an estimate of the number of diners furnished to Facility at least five days in advance of the service of the first meal.
- b. Licensee agrees to assist with food service as requested by Facility and to assist with supervision over the use of the dining facilities.
- c. If Licensee prepares its own food, it assumes all responsibility for any foods prepared, and for all activity incident to their preparations, and shall hold Facility and Conference harmless from any and all liability therein. o
- d. If Licensee prepares its own food in the main kitchen in Skipper Hall, Licensee will provide a lead individual to oversee food preparation and serving. This person must hold a current Safe Serve Certification and the documentation must be provided to Facility prior to gaining access to the kitchen. This person must also be available for an orientation to the kitchen prior to first use. If one cannot be provided Facility will provide food service at the expense of the Licensee. Notice must be given at least one month prior to the event.
- e. Any Licensee may prepare its own food outside of the Skipper Hall main kitchen. When a licensee prepares its own food, it must use only clean and sanitized utensils and equipment during food preparation, clean and sanitize food contact surfaces after each use, and minimize the time that potentially hazardous food remains in the temperature danger zone of 40 – 140 degrees Fahrenheit. Licensee also agrees to follow appropriate procedures for washing, sanitizing and drying dishes and food service utensils. This includes using a wash and initial rinse with temperatures of at least 100-degrees Fahrenheit, a second rinse process using an approved chemical sanitizer, such as a bleach solution, and that all dishes are air dried and protected from dust and contamination between use.
- f. Facility does not serve or provide alcohol. Alcohol is not permitted at events/rentals at which youth are the focus or dominant in attendance, as determined in the Facility's sole discretion. Licensee may have alcohol at primarily adult events/rentals under the following conditions:
 - i. Alcoholic beverages that are part of the social activity are acceptable. This social activity should have a clearly defined, having a limited time in the schedule and should not be the primary focus of the event nor should it be always available.
 - ii. Alcoholic beverages may not be sold on premises.
 - iii. Only beer and wine are allowed. Nonalcoholic beverages should be available with the same level of attractiveness and access. Persons choosing not to drink shall not be made to feel uncomfortable in exercising their preference.
 - iv. Alcoholic beverages are to be clearly marked as such and only served during a specific time and location. Alcoholic beverages must remain only in the area rented by the Licensee and may not be carried or consumed to other areas of the property. Guests should remain in the rented area of the facility while under the influence of alcohol.

- v. It is the licensee's responsibility to ensure that only participants 21 and over consume alcoholic beverages and that they comply with any local or state statutes and ordinances which may be applicable.
- vi. Facility has the discretion to monitor the use of alcohol and ask any guest to leave the site with a sober driver if they observe disregard to this policy or inappropriate behavior.
- vii. Licensee assumes all responsibility for any liquor served, and for all related activity incident and shall hold Facility and Conference harmless from any and all liability therein. Licensee insurance must include a host liquor liability coverage.
- viii. Any exceptions to the above policy must be approved by Conference prior to the event.

3. Use of Premises and Schedule

- a. Licensee shall use the Facility for conducting a program of its own design and shall comply with all applicable laws, codes, and regulations.
- b. Licensee shall notify Facility of the nature of its program and shall promptly supply Facility with information concerning the program upon request. Licensee shall supervise any activity, including specialized recreational activities that Facility staff are not providing.
- c. Facility prohibits hunting, fireworks, firearms, ammunition, weapons of any kind and explosives at the Facility. The use of gasoline, flammables, poisonous substances, and hand and power tools are restricted. Prior authorization from the Site Manager must be obtained.
- d. A swimming pool is a part of the Facility. No one shall enter the pool area unless a qualified lifeguard is supervising the pool area. Facility shall, in its sole discretion, determine the minimum qualifications for said lifeguard, which will be a minimum of a Red Cross Lifeguard Certificate, including first aid and CPR/AED. The swimming pool is generally available from Memorial Day weekend through Labor Day weekend, weather and maintenance permitting. Availability at other times is at the discretion of the Facility.
- e. An archery range and sports fields are other specialized program activity areas available at the Facility. Licensees who wish to use the archery range will either provide documentation of appropriately trained and certified adult staff to lead the activity and agree to follow Facility standards or will reserve Facility staff to lead the activity. Additional information and guidelines for pool, archery and sports field use and use of any connected special equipment will be provided upon request.
- f. Hiking trails and other common space are available for all guests to use. Please be aware of your surroundings, courteous to others using the same space, and aware of natural hazards such as poison ivy, branches, ravines, ponds, etc.

4. Facilities Utilities and Maintenance

- a. Facility shall provide water, electricity, and garbage disposal without charge to the Licensee.
- b. Facility shall provide janitorial services to the premises and buildings.
- c. Facility shall provide beds, mattresses, kitchen utensils, dishes, and other equipment necessary for the operation of the Facility.
- d. Licensee agrees to assist in keeping the Facility clean and shall leave the Facility as it found it.
- e. **At this time the facility does not have internet available for guests. High-quality internet is not available in our location. We appreciate your support for "rural internet access" legislation and efforts. Cellular service is good in most outside locations and in some buildings. If you must have internet, please plan on using your phone or a mobile hotspot and moving outside if necessary. Please feel free to call to inquire about specific buildings.**
- f. **Please take advantage of the limited internet connection to deepen your "retreat" physical connection time.**

5. Health and Safety

- a. Facility recommends that Licensee implement appropriate screening policy for all staff (including volunteers in charge) with responsibility for or access to campers. At minimum all seasonal staff over 18 should have an annual criminal background check, year round staff have criminal background check at least every 5 years, annual screening for all staff on camp property that

includes a disclosure statement attesting to at minimum to the non-conviction of violent crimes and crimes against children, and an annual check of the National Sex Offender Public website (www.nswpw.gov). We also highly recommend that you have these screening policies reviewed by your legal counselor or a human resource professional at least every three years.

- b. Facility does not provide medical supervision, first aid, emergency care, treatment, maintenance, or dispensing of medications for campers. These responsibilities belong to the Licensee.
- c. Licensee agrees to furnish a qualified adult to provide basic health supervision. A qualified adult is at least 18 years of age and possesses at least a current certificate of training in the principles of and age-appropriate CPR/AED from a nationally recognized provider. Groups with youth under the age of 18 must also provide a qualified adult who possesses at least a current certificate of training in first aid as well. All groups are encouraged to also have a certified first aider. Licensees must bring their own first aid supplies and equipment.
- d. All medications (both prescription and over the counter) shall be stored under lock except when in the controlled possession of the person responsible for administering them. Exceptions would be for the limited amount of medication for life threatening conditions carried by campers or staff persons (e.g., bee sting medication, epi-pen, emergency inhaler). No other drugs including illegal drugs are allowed on property.
- e. Licensee's contact person shall bring and have available at all times a current list of participants that includes names and addresses, emergency contact names and numbers, and known allergies or health conditions requiring treatment, restriction, or other accommodation while on site. Also, for each participant (camper and staff member) under the age of 18 and not accompanied by their parent or guardian, a signed form granting permission to seek emergency treatment or a signed religious waive should be obtained and available to leader at all times.
- f. The Licensee shall provide supervision to the group and its behaviors. For groups with children under 18 years of age the licensee also agrees to the following. Licensee agrees to train all staff members to minimize the potential of any staffer being in a one-on-one camper – personnel situation when out of site with others. To furnish at least one counselor/staff, age 18 years or older, who is on duty and supervising campers in units or living areas during, unstructured time and in all camp activities to meet the following minimums:

Camper age	Number of supervising staff	Overnight campers	Day only Campers
5 years or younger	1	5	6
6-8 years	1	6	8
9-14 years	1	8	10
15-18 years	1	10	12

- g. Licensee should consider when more staff may be needed, such as supervising campers with special needs or complicated or high-risk activities, and to identify locations or situations where a minimum of two staff members must be present. All staff members must be at least 16 years of age and at least two years older than minors with whom they are working. At least 80% (100% for groups primarily serving people with special needs) of the staff must be eighteen years or older.
- h. Emergency transportation is available through local emergency response groups by dialing 911. Licensee agrees to furnish non-emergency transportation. Licensees will alert Facility's Site Manager if 911 is called, prior to their arrival.
- i. Licensee will prohibit smoking except in designated places and shall warn all persons of the hazards of indiscriminate smoking at the Facility. Open fires may be built only in the designated campfire areas with a full bucket of water nearby or in Fireplaces. Do not remove ash from the fire circle or fireplace while it may still be hot, wait 24 hours to be sure; you may clean up after the last group and leave your ashes for the next group. Make sure open fires are completely out using water. Follow the Site Manager's directions for where and when to dispose of cool ash. It is

understood that both Facility and Licensee must comply with all lawful orders of fire control officials. The Site Manager will let Licensee know if we are under a fire ban where fire is prohibited.

- j. Use of vehicles at the Facility is restricted to roads and parking areas designated by the Facility. Posted speed limits shall be obeyed.
- k. Once at the Facility, the Licensee is required to participate in a brief orientation to Facility safety regulations, emergency procedures and reporting requirements, led by the Site Manager or designee. Please allow time in your schedule for this. All participants agree to abide and follow these procedures in the case of an emergency.

6. Use Fees and Costs

- a. **Guaranteed Minimum Fee (GMF)** – The Guaranteed Minimum Fee is based on the facilities requested and the minimum number of persons guaranteed by Licensee for food service or other per person fees. It will be charged to Licensee even if fewer persons receive food service or activities than Licensee minimum guaranteed, or if Licensee terminates this Agreement without using the Facility, according to the terms also stated in part 9.e of this Agreement.
- b. **Additional Use Fees** – If more persons use the Facility than the Licensee guaranteed, Licensee shall pay to Facility an additional fee. This fee will represent the use of the Facility by the additional persons and will be calculated by totaling the individual charges for each additional person's day use fee, meal charges, other per person fees where applicable and sales tax.
- c. **Breakage and Damage** – Licensee agrees to pay Facility the amount reasonably necessary to repair or replace property or equipment damaged or destroyed during Licensee's use.
- d. **Confirmation and deposit/payment terms requirements** –
 - i. Reservation Dates are confirmed when Licensee signs and returns the use agreement and pays the deposit.
 - ii. 25% non-refundable deposit is due at time of registration.
 - iii. 50% of the total reservation is due 6 months prior to event. If registration is made within 6 months, 50% is due upon reservation.
 - iv. The balance of the reservation is due two weeks prior to event.
 - v. Final payment for individual charges above the initial reservation is due upon arrival.
 - vi. Exceptions must be approved by Heartland Conference prior to arrival. Licensee agrees to pay interest on any unpaid approved credit balance at the rate of 1% per month (annual percentage rate of 12%).

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 Facility 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 Facility and Conference 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. **During the term of this agreement, Licensee shall at its own expense maintain a policy of comprehensive public limits of liability insurance not less than one million dollars, naming Heartland Conference of the United Church of Christ as additional insured. Written proof of said insurance policy that is satisfactory to Conference in its sole discretion shall be presented at least 30 days prior to arrival.**

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. Facility 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 Facility, 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 on the premises will not exceed the Facility Building Maximum capacity at any time.
- e. Pets are not allowed on the premises. All other use of any type of animal must have approval from Heartland Conference of the United Church of Christ prior to arrival at the Facility.
- f. Any personal or organizational equipment such as sports equipment and electronics that Licensee or their guests bring to camp are brought at their own risk. Licensee agrees to release Facility from all responsibility for loss, breakage, or damage of any kind to these items.
- g. Additional rules and regulations may be implemented due to local, national, or global emergency, such as a pandemic.

9. Termination and breach:

- a. Heartland Conference of the United Church of Christ and Licensee agree that these terms and conditions are material inducements to the execution of this agreement, and that the breach of any one or more of said provisions shall be a material breach entitling Heartland Conference of the United Church of Christ to terminate this agreement without notice. Waiver of one or more breaches shall not be construed as waiver of any subsequent or other breaches.
- b. Conference may terminate this Agreement without any liability upon ten (10) days prior written notice to Licensee with or without cause. In such events, all amounts paid by Licensee to Heartland Conference shall be fully refunded.
- c. If the facility is uninhabitable due to damage such as fire, tornado, other natural disasters, public health situations, and other causes beyond the control of Conference, this agreement may in the discretion of Conference be terminated and Licensee shall have no further obligation hereunder.
- d. If the Licensee terminates the agreement no later than 90 days prior to the event without use of the facility as agreed by licensee, Heartland Conference will issue a refund of 80% of the deposit to licensee. If the licensee terminates this agreement within 90 days of the event without using the facility as agreed and if Facility cannot re-license the facility, then licensee agrees to pay the entire amount of the Guaranteed Minimum Fee as liquidated damages.

10. Specific use agreement terms:

- a. Specific use terms arrangement will be outlined in your "cart" in Doubleknot and on your receipt after checking out.
- b. The following items will be included there:
 - i. Dates
 - ii. Times
 - iii. Costs
 - iv. Specific facilities for use
 - v. Additional services and costs and conditions provided, such as: food service, recreation options, program staff, program or recreational services or equipment.

Heartland Conference of the United Church of Christ and staff at Templed Hills Camp and Conference Center appreciate you choosing our facility for your event and we agree to the above terms.



Jill C. Frey
 Executive Director of Outdoor Ministries
 Heartland Conference of the United Church of Christ

2/2021
 Date

By signing below, I acknowledge that I have the authority to sign on behalf of my organization or group and that I have read and agree to the above terms and conditions.

Licensee signature

Licensee printed name and organization

Date