Camp Arroyo
Use Agreement Standard Terms

This use of facilities Agreement is between the YMCA of the East Bay, a California non-profit corporation (hereinafter referred to as "YMCA") and Washington Elementary, (hereinafter referred to as "User"). The Agreement provides for use of Camp Arroyo (hereinafter referred to as "Facility") for the activities and purposes as detailed below. Dates of use and financial considerations are addressed in the attached Facility Contract (a separate document), and both documents must be completed for this Agreement to be finalized.

IN FURTHER CONSIDERATION OF RECEIVING PERMISSION TO ENTER YMCA CAMP ARROYO FOR ANY PURPOSE CONSISTENT WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, EVALUATION OR USE OF FACILITIES OR EQUIPMENT, THE PARTIES MUTUALLY AGREE TO THE FOLLOWING:

1. USER HEREBY AGREES TO INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS the YMCA, The Taylor Family Foundation, Inc., the East Bay Regional Parks District, or any of their directors, officers, employees, and agents (hereinafter referred to as "Releasees") from liabilities, claims, expenses (including attorney's fees), demands, suits or costs for injuries to, or death of, any person or persons or damage, theft loss or destruction of property arising out of or that is the result of an error, omission or negligent act of User.

2. Releasees agree to defend, indemnify, save and hold harmless User, its officers, agents or employees, from all liabilities, claims, expenses (including attorney's fees), demands, suits or costs of whatever nature for injuries to, or death of or that is the result of an error, omission or negligent act of Releasees.

3. USER HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE that may be incurred arising from User's operations at Camp Arroyo, including but not limited to, use of the Releasees' equipment or facilities, that is the result of an error, omission or negligent act of the User, its officers, agents or employees."

In the event that any portion of this Agreement results in a violation of any law of the State of California, the parties agree that such portion shall be severable, and that the remaining provisions of this Agreement shall continue in full force and effect.

IT IS FURTHER MUTUALLY AGREED between the parties that:

(a) **USE:** User is granted the permit to use Camp Arroyo on the dates set forth in the Facility Contract.

(b) **ASSIGNMENT:** User shall not assign or sublet this Agreement or any portion thereof without the prior written consent of the YMCA.

(c) **INSURANCE:** User shall provide certificates of workers' compensation insurance and of general liability and automobile (owned and non-owned) liability insurance with limits of $1,000,000.00 that are updated annually and provide notice of cancellation to YMCA. The Certificate of Liability Insurance shall be endorsed to state that any aggregate limit on the policy shall apply exclusively to the camp held under this permit; shall name the Young Men's Christian Association, 2330 Broadway, Oakland, 94612, The Taylor Family Foundation, and the East Bay Regional Parks District, their officers, agents, and employees as additional insured's. A copy of the certificates and additional insured endorsements must be provided to the YMCA at least 15 days in advance of User's arrival at camp.

(d) **FOOD SERVICE:** YMCA shall provide meals as set forth in the Facility Contract. User shall inform YMCA of the number of individuals for food service not less than two weeks prior to the beginning of camp. YMCA shall provide all meals, unless the site is being leased on a "Facility Use Only" basis; or User has fewer than 30 participants and is choosing a vendor from the YMCA's preferred catering list. No individual shall be permitted to use the kitchen or to prepare food at any time.

(e) **CONDITIONS:** As a condition to holding this camp and receiving this use permit, User shall comply with each of the following conditions:

i. User shall not violate any city, county, or state law in or about the said Facility and shall comply with all camp rules and regulations now in force or subsequently adopted.

ii. Camp Arroyo has a maximum sleeping capacity of 144. Sleeping outdoors or in tents is not permitted. User agrees not to decrease its confirmed number of participants as stipulated in the Facility Contract.

iii. User agrees to complete and return the following forms and any additional forms that may be subsequently requested by the YMCA: Guest Cabin Housing Form; Group Needs Assessment Form; Orientation Guidelines; Table Groups, Adventure Groups and CA Youth Policies Forms. Forms must be received by YMCA by the specified due dates.

iv. The camp sessions shall be conducted under the overall personal supervision of User's Camp Director who will coordinate, control and supervise all camp activities. User's Camp Director may designate a substitute camp director as long as said substitute meets established qualification guidelines (e.g. CPR, First Aid certified etc.) and is covered by the insurance provided. User's Camp Director is responsible for immediately communicating in writing any unsafe conditions or problems to the YMCA Camp Arroyo Camp Director.

v. Any additions to the site made by the User shall only be temporary in nature; and approved by YMCA Camp Arroyo in writing prior to installation; and comply with the list of approved temporary additions /changes attached to this Agreement and marked Exhibit A, when applicable to User's camp. User is responsible for the removal and, if necessary, the disposal, of all materials used in the temporary addition.

vi. No signs or barriers shall be placed or used in the Camp without the prior written authorization of the YMCA. Nothing shall be nailed or tacked to trees or other vegetation or structures.

vii. User shall be responsible for and its insurance shall apply to all participants, guests, invitees and/or entrants in all circumstances.

(f) **UTILITIES:** The YMCA of the East Bay shall provide water, electricity, and garbage disposal on a "normal use" basis without charge to the User.

(g) **JANITORIAL:** The YMCA shall provide janitorial service prior to User's arrival and after User's departure. User agrees be responsible for the cleaning of the cabins during its stay. User agrees to pay for all damage to any portion of the Facility incurred during

User's stay.

(h) **HEALTH & SAFETY:** User shall be solely responsible for all first aid and medical supervision or treatment.

i. If staying overnight, user agrees to furnish qualified adult for health care needs and supervision, including, but not limited to, CPR and First Aid certification.

ii. User shall bring and have available at all times a current list of participants that includes: names, and addresses, emergency contact information, allergies and health conditions and in addition for each minor under the age of 18, a signed form granting permission to User for emergency medical treatment or a signed waiver exempting them from emergency treatment due to religious or personal beliefs.

iii. User is responsible for all emergency and non-emergency transportation.

iv. The YMCA prohibits hunting, fireworks, firearms, ammunitions or explosives at the Facility. The use of gasoline, flammables, poisonous substances and hand and power tools are also prohibited.

v. Smoking and open fires are not permitted. User is required to inform all participants of this policy and to explain the hazards of open flame in Camp. BBQ units are permitted only with prior authorization and only under the supervision of YMCA staff.

vi. Use of vehicles at the Facility is restricted to roads and parking areas. The speed limit on all Facility roads is 10 mph. Speed limit is strictly enforced.

(i) **POOL AREA USE:** No one shall enter the pool area unless a YMCA lifeguard, or one approved by YMCA is present. The pool will be available for use May 1 through October 15, weather permitting.

(j) **CLIMBING WALL/CHALLENGE COURSE:** No one shall enter the climbing wall or challenge course areas unless a YMCA staff person, or one approved by YMCA, is present. The climbing wall will be available for use weather permitting, provided Use Request Form is submitted and fulfilled. All participants must be at least 10 years of age, and free of medical or physical conditions, which might create undue risk to himself/herself or to others.

(k) **USER PERSONNEL:** YMCA reserves the right to require User to remove from the Facility any persons, who in the sole discretion of the YMCA, are creating a disturbance or who are otherwise disrupting activities at YMCA Camp Arroyo. User agrees to permit only authorized persons to enter Camp Arroyo and shall take all necessary steps to remove unauthorized persons from the Facility. User shall provide at least one adult chaperone/counselor, age 18 or older, for every 11 campers.

(l) **DAMAGES, OTHER FEES, COSTS AND EXPENSES.**

i. User agrees to pay YMCA for all damage to any portion of the Facility and/or equipment incurred during User's use of YMCA Camp Arroyo, that arises from or is caused by an error, omission or negligent act of the User, its officer, agents or employees. The determination of that amount shall be in the YMCA's sole discretion, but at all times will be reasonable, and will include, but is not limited to, YMCA's costs for contractors, maintenance personnel, and camp operations staff as well as any costs for materials, garbage removal, or equipment rental.

ii. The Guaranteed Minimum Fee is based on the number of persons guaranteed by the User. The fee is based on the guaranteed number whether or not the number of actual participants is fewer. The fee also applies if the User terminates this Agreement without 90 days prior written notice or does not attend Camp.

(m) **MISCELLANEOUS:** User warrants that the person signing this Agreement has the authority to execute this Agreement on its behalf.

i. This Agreement may be altered or amended only by written agreement of both parties.

ii User agrees that the total number of its group will not exceed the building maximum at any time.

(n) **ATTORNEYS' FEES:** If legal action shall be brought by either of the parties in connection with this Agreement, the party prevailing in said action shall be entitled to recover from the party not prevailing its costs of suit and reasonable attorneys' fees, which shall be fixed by the court.

(o) **SPECIAL RIGHT OF TERMINATION FOR BREACH:** In the event, after warning by authorized YMCA, The Taylor Family Foundation, or the East Bay Regional Parks District personnel or their agents, User continues to fail to perform any requirement of this Agreement, YMCA shall have the right to terminate this Permit by notice to any officer of User, User's Camp Director or substitute or other User personnel in charge, whereupon User shall immediately terminate its use of the Facility and cause all participants to promptly remove any equipment or other personal property owned by User's participants.

(p) **CANCELLATION:**

i. The YMCA must receive written notice of cancellation from the User 90 days prior to the arrival day as set forth in the Facility Contract. The User will forfeit the total amount of their fees and deposit if the YMCA receives notice of cancellation by the user in less than 30 days.

ii. If the YMCA closes Camp Arroyo or is unable to make the Facility available to User for any reason, the YMCA will promptly give notice to User, and the YMCA will process a full refund of all fees and deposits which shall be the sole obligation of YMCA to User. This Agreement may be terminated at any time by YMCA by giving User thirty (30) days' prior written notice.

USER HAS READ, UNDERSTANDS, AGREES TO BE BOUND BY AND VOLUNTARILY SIGNS THIS USE OF PREMISES AGREEMENT AND THE INCORPORATED RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement inconsistent with the foregoing written agreement have been made.

USER:	**YMCA of the East Bay**
_____	_____
Signature	**Signature**
_____	David Johnson
Name (printed)	**Name (printed)**
_____	Senior Vice President
Title	**Title**
_____	_____
Date	**Date**