

USE AGREEMENT FOR CAMP TECUMSEH

~Terms and Conditions~

Rules for acceptance and participation in programs at CAMP TECUMSEH are the same for everyone without regard to age, race, color, religion, sex, handicap, or national origin.

1. **Description of Premises** – CAMP TECUMSEH agrees to permit Licensee to use the property identified in the Agreement according to the following terms and conditions. The Agreement includes the use of all improvements to the Facility, except those which CAMP TECUMSEH expressly excludes by so notifying the Licensee's representative upon his/her arrival at the Facility.
2. **Food Services** – Licensee must bring their own cooks and prepare their own food and beverages, assuming all responsibility for any foods prepared and for all activities incident to their preparations, and shall hold CAMP TECUMSEH and the Facility owner harmless from any and all liability therein. Tableware and other related food/service items are the responsibility of the rental group. Cooking utensils are provided with the rental of the Dining Hall.
3. **Use of Premises and Schedule** – During the term of this Agreement, Licensees 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 TECUMSEH of the nature of its program, and shall promptly supply CAMP TECUMSEH with information concerning the program upon request by "OUR CAMP". CAMP TECUMSEH prohibits hunting, fireworks, firearms, explosives, ammunition, smoking, alcohol, and non-prescription drugs at the Facility. The use of gasoline, flammables, poisonous substances, and hand and power tools are restricted. Prior authorization from the Site Director must be obtained.

If the swimming pool is part of the agreement, no one shall enter the pool area unless a qualified lifeguard is supervising the pool area. CAMP TECUMSEH shall, in its sole discretion, determine the minimum qualifications for said lifeguard, which will generally be a minimum of a Red Cross Lifeguard Certificate. The American Camping Association requires a ratio of one certified lifeguard to every 30 persons in the water, and an overall ratio of one non-certified "observer" for every 10 persons in the water.

Swimming pools are generally available from Memorial Day weekend through Labor Day weekend; weather, schedule, and maintenance permitting.

If other specialized program activity areas or equipment are part of the Facility, CAMP TECUMSEH will either provide appropriately trained staff or will determine minimum qualifications for said supervision by the Licensee. Additional information and guidelines for pool use, and use of special equipment (ropes course, horses, etc) will be sent to all applicants expressing an interest in participating in such activities.

4. **Utilities** – CAMP TECUMSEH shall provide water, electricity, and garbage disposal without charge to Licensee.
5. **Maintenance** – CAMP TECUMSEH shall maintain the Facility in good condition and repair and shall provide janitorial services to the premises and buildings. CAMP TECUMSEH 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. Licensee needs to provide own bedding and linens.
6. **Health and Safety**
 - a. CAMP TECUMSEH does not provide medical supervision, treatment, maintenance, or dispensing of medications for licensee/rental group. These responsibilities belong to the Licensee.
 - b. Licensee agrees to furnish a qualified adult to provide basic health supervision. A qualified adult is at least 21 years of age and possesses at least a certificate of training in the principles of first aid and CPR. Licensee must bring own first aid supplies and equipment.
 - c. Licensee's contact person shall 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 (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.
 - d. Licensee agrees to furnish at least one counselor, age 18 years or older, who is trained in the principles of first aid, for each ten campers under 16 years of age.
 - e. Emergency transportation is available through local emergency response groups by dialing 911. Licensee agrees to furnish non-emergency transportation.
In the event of an emergency, Hunterdon Medical Center, 2100 Wescott Drive, Flemington, NJ is open 24 hours daily, (908) 788-6194. (*Directions to hospital: At gate turn left. At stop sign turn right and quick left. At next stop turn left. At light turn right – turn on I-78E. Take Exit 17 for 31 South. Approximately 10 miles on right is hospital.*)
 - f. Open fires may be built only in the campfire area, for which fire permits have been secured. It is understood that both CAMP TECUMSEH and Licensee must comply with all lawful orders of appropriate fire control officials.
 - g. Use of vehicles at the Facility is restricted to roads and parking areas designated by the Site Director. Posted speed limits shall be obeyed.

7. Use Fees and Costs

- a. **Guaranteed Minimum Fee** – The Guaranteed Minimum Fee is based on the number of persons guaranteed by Licensee. It will be charged to Licensee even if fewer persons use the Facility than Licensee guaranteed, or if Licensee terminates this Agreement without using the Facility, according to the terms also stated on Page 2 of the Reservation Form.
- b. **Additional Use Fees** – If more persons use the Facility than the Licensee guaranteed, Licensee shall pay to CAMP TECUMSEH 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 lodging or day use fee, other per person fees where applicable.
- c. **Breakage and Damage** – Licensee agrees to pay CAMP TECUMSEH the amount reasonably necessary to repair or replace property or equipment damaged or destroyed during Licensee’s use.
- d. **Payment Terms** – Licensee agrees to deliver payment in full to a representative of CAMP TECUMSEH prior to Licensee’s departure from the Facility. Exceptions must be approved by CAMP TECUMSEH prior to arrival.

8. Liability for Injury to Persons or Property

- a. Licensee agrees to supervise and to assume full control and responsibility for persons, entitles or things other than CAMP TECUMSEH 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 TECUMSEH 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. **Groups must obtain from their insurance company and submit with their application, a Certificate of Insurance naming The Salvation Army as additionally insured (minimum amount \$1 million).** Dates cannot be guaranteed without it.

9. 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 TECUMSEH 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 TECUMSEH, 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.

10. Termination

- a. CAMP TECUMSEH may terminate this Agreement without any liability upon ten (10) days prior to written notice to Licensee either 1) without cause or 2) upon a determination by CAMP TECUMSEH, 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 TECUMSEH.
- b. In the event of cancellation by Licensee, Licensee will be released from payment of the Guaranteed Minimum Fee provided by CAMP TECUMSEH received written notice of the termination no later than 90 days prior to the event, or CAMP TECUMSEH re-licenses the same facilities for the same period of time at the same fee. CAMP TECUMSEH agrees to use it best efforts to re-license the Facility in this event.

We agree to comply faithfully with the rules, policies, and guidelines of Camp Tecumseh as outlined above on the “Use Agreement for Camp Tecumseh – Terms and Conditions”.

Signature of Applicant/Licensee _____ Date _____

Please return one signed copy of this agreement with your reservation form – keep one for your records.