

Agreement For The Use Of Camp Colorado

2011 Rental Season - Page 1

This agreement by and between the **Brethren Leadership Foundation Inc (d.b.a. Camp Colorado Inc.)**,
the Camp Operator, 238 North Highway 67, Sedalia, CO 80135 and

(Please print the name of the organization)

with _____ serving as the director/coordinator

for the purpose of holding a _____
(Example: Youth/family camp or family reunion).

The renter wishes to rent Camp Colorado's facilities, buildings, and grounds from

_____ P.M. on _____
(Rental Start Time) (Rental Start Date)

through _____ A.M. on _____
(Rental End Time) (Rental End Date)

This constitutes a _____ day rental for the renter with the understanding that the facilities, buildings, and grounds must be cleaned daily according to Health regulations and that a late checkout (as defined in section V. b.) will be assessed a fee of ½ of the daily rental fee for your group. The Operator must have time to prepare for the immediate arrival of another rental at 2:00 P.M. the day of your checkout.

IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES:

I. FEES, CHARGES AND RENTAL DEPOSIT

- a. **The User (renter) agrees to pay the Operator (Brethren Leadership Foundation)**
 - i. **A rental fee of _____ per day for all persons attending their event (camp, family reunion, retreat).**
 - ii. **A day is defined as any period exceeding 2 hours or more during a 24-hour period.**
 - iii. **Renters also using the RV park facilities will pay an additional \$5 per day for each space used.**
 - iv. **Any group bringing in counselors for a pre-camp session (only allowed when the camp is not rented on that day) will pay \$20.00 per person. If the counselor group exceeds a count of 25, regular rental rates will apply for that day.**
- b. **All renting groups will pay a surcharge of \$100 to remove the garbage and waste created from their rental. The group may choose to remove their own garbage and avoid the surcharge. If the renting group is over 100 people and a second trip to the dump is required, an additional charge will be assessed by the camp manager.**
- c. **A deposit of \$500 per group rental shall accompany this signed agreement and shall be applied to the camp rental. This deposit shall be forfeited in case of cancellation by the renter.**

II. STATE LICENSING REQUIREMENTS

- a. **Camp Colorado is a licensed childcare facility in the State of Colorado and is subject to stringent child protection regulations. Users (renters) that are holding children's camps (1st through 12th grades) that exceed three days must comply with**
 - i. **Adequate staffing ratios, presence of a health care professional, adequate registration documentation, fire drills, staff training, screening, etc.**
 - ii. **Camp Manager or Corporate Directors can provide an addendum of licensing regulations.**
- b. **Family camps where children are under the direct supervision of their own parents are not subject to these additional requirements.**

Agreement For The Use Of Camp Colorado

2011 Rental Season - Page 2

III. USE OF THE PREMISES - INSURANCE REQUIREMENTS

- a. The User (renter) promises and warrants that it carries liability insurance with a minimum liability limit of \$1,000,000 per occurrence.
 - i. The User will provide a certificate of insurance to the Operator at least seven days prior to the date upon which the User begins to use the premises.
 - ii. The certificate of insurance will indicate that User has made Operator (Brethren Leadership Foundation Inc.) an "additional insured" on the User's policy with respect to the use by User of the premises.
- b. The User agrees that it will not use the premises for any unlawful purpose, and will obey all laws, rules and regulations of all governmental authorities while using the premises.
- c. The User agrees to be responsible for preparing for use and returning to the pre-use condition (cleaning) all areas of the premises, including buildings, grounds, and equipment.
 - i. The Camp Manager will provide a check-out checklist to the User, which outlines the check-out process.
 - ii. The Camp Manager will inspect the camp prior to departure of the User.
- d. The User agrees to hold harmless, indemnify and defend the Operator (including the Operators agents, employees, and representatives) from any and all liability for injury or damage including but not limited to bodily injury, personal injury, emotional injury, or property damage which may result for any person using the premises, its entrances and exits, and surrounding property, for User's purposes, regardless of whether such injury or damage results from the negligence of the Operator (including the Operators agents, employees and representatives) or otherwise.
- e. The User agrees to conduct a visual inspection of the premises, prior to each use, and warrants that the premises will be used only if it is in a safe condition. If unsafe conditions exist or are observed they will be reported to the Camp Manager immediately.

IV. EQUIPMENT, GROUNDS AND BUILDINGS

- a. Each group renting Camp Colorado will have use of the main buildings and grounds, Except:
 - i. The manager's quarters, the camp garage, camp shop, camp storage buildings, camp store, and the Camp Colorado food storage area.
 - ii. RV parking spots not utilized by the renter may, at the discretion of the Camp Manager, be filled by separate day RV renters
 1. Day RV renters will understand that they can not enter the main camp ground area.
 2. A separate contract is available for Day Renters.
- b. The dining hall shall include cooking equipment and food storage facilities to prepare and serve meals.
- c. The cabins shall include beds, mattresses, paper goods and electricity. Additional sleeping areas include:
 - i. Rooms above the kitchen and west end of main lodge
 - ii. Nurse's quarters above the manager's cabin
 - iii. Ponderosa Director's Office/Cabin
- d. Linens and bedding are not included as part of the basic rental. Most bed mattresses are covered in plastic and participants should bring a single fitted sheet to cover the plastic for sleeping bags or other bed linens.
 - i. All renters will provide mattress covers (twin fitted sheet) for each bed used. Mattress covers are required for safety and sanitary conditions. Extra fitted covers will be provided by the Camp Manager, if needed, and should be returned at the end of the rental for cleaning.
 - ii. Mattress covers are required for all beds.

Agreement For The Use Of Camp Colorado

2011 Rental Season - Page 3

- e. Adult/Leader supervised fires shall be limited to established areas such as the dining hall and the campfire ring. The Douglas County Sheriff, Forest Service and County Commissioners may prohibit open fires as a result of dry or high wind conditions. The Camp Manager will be the final authority on whether open fires are allowed.
- f. Recent Colorado forest fires have demonstrated that damage to government forests and private property can occur from discarded cigarettes, fireworks, non-supervised campfires, vehicle backfires or just playing with matches or fire. You should be aware that individuals that start forest fires in Colorado are responsible for the costs of fighting them. The 2002 Haymen fire cost 39 million to fight and the individual responsible is facing 10-20 years in jail for Federal and State charges, millions of dollars of fines and perhaps a 100 or so civil suites. Please make sure that all members of your group understand how dry the forest might be and how important it is to be careful with fires. We recommend that all directors collect matches, lighters and other dangerous materials from campers at the beginning of their rentals.
- g. Use of ATV's and Motocross cycles with spark arrestors are allowed as long as everyone in the group and the Camp Manager agrees to their use during daytime hours. Usage will be limited to established roads only. Extensive ATV (100 miles) trails exist along the Rampart Range Road just down the road from the camp and renters are encouraged to use those facilities rather than tearing up camp property.
- h. It is understood that bringing any vehicles (camper, bus or RV) up the rather steep, narrow Camp Colorado roads is at the user's risk. Generally only vehicles shorter than 24 feet can navigate the curves and trees that grow right next to the road. The speed limit on all Camp Colorado roads is 10 miles per hour.
- i. The User is responsible for keeping the buildings and grounds clean during use, and leaving them in a clean and orderly condition. The buildings, restrooms, and grounds should be cleaned daily, and cleaning is the responsibility of the Renter.
- j. The User will be responsible for all damage to property other than reasonable wear and tear.
 - i. The User will check with the camp manger or other representative before departure to see that all is in order. After a walk-thru inspection, payment of account, and rental review, check-out clearance will be given.
 - ii. Clearance shall include paying the camp rental, paying for damages (such as broken dishes or equipment, damage to buildings, doors, screens, mattresses, recreational equipment, etc.) and verification, using the Check-Out list as provided by the manager for cleaned grounds, buildings and equipment.
- k. No equipment is to be removed from its customary place of use (i.e. kitchen equipment used only in the kitchen, mattresses used only on beds in the provided sleeping quarters, campfires built only in the places provided for this purpose, etc.). If there is any doubt about the proper place or use for any equipment, consult the camp manager or other camp representative.
- l. If extra equipment is needed or desired, permission of the Camp Manager or Corporate Director shall be obtained to bring it on the grounds, and arrange for its removal at the close of the camping period.
- m. Fireworks are prohibited in and around National Forests and at Camp Colorado for obvious reasons.
 - i. The use of alcohol and tobacco products is discouraged.
 - ii. Smoking in dormitories and other camp buildings is prohibited. Occasionally the Forest Service will even prohibit smoking outside.
- n. The camp telephone is to be used only after obtaining permission of the Camp Manager or Corporate Director.
 - i. Local calls should be kept brief.
 - ii. All long distance calls must be made utilizing calling cards, credit cards, or permission from the camp manager. In the case of a camp or group

Agreement For The Use Of Camp Colorado

2011 Rental Season - Page 4

emergency, the Camp Manager has the authority to limit the length of phone calls to assure camper safety and insure on-going emergency communications.

- iii. Cell phones do not work (the camp property is in a valley surrounded by mountains) from the property. To find cell service, you must travel approximately 2 miles to Rampart Range Road.
- o. It is understood that the Camp Store will only be manned by the Camp Managers.
 - i. Renters and campers are not authorized to help themselves to store stock.
 - ii. The Managers will be glad to open the store for your group on regular-prearranged times.
- p. The Camp management discourages bringing of pets to camp, but if they are brought, the Operator assumes no responsibility for them whatsoever. The User agrees to assume all responsibility for and to pay for any damage or inconvenience caused by pets. The renter will remove pet waste.

V. COOPERATION WITH THE OPERATOR

- a. Check in time for the User is after 2:00pm on the first day of the rental, unless special arrangements have been made with Camp Colorado
- b. Checkout time is 11:00am on the last day of the rental.
 - i. Checkout means, that all areas are cleaned-up, final check-out clearance has been received, and your group has left the premises by 11 am.
 - ii. Renters who do not meet the Check-Out deadline of 11:00 am will be assessed a late fee, 1/2 of the daily rental fee for your group. Other arrangements can only be made with the Camp Manager.
 - iii. The Camp Managers need the 3 hours between checkout (11:00 am) and check-in (2:00 pm) to replenish supply closets, and prepare the camp for the next renter.
- c. The User agrees to take direction from the Camp Manager or Corporate Directors regarding any questions not covered in this agreement that arise during the rental.
- d. Camp vehicles (camp pickup, camp trailer, camp suburban, camp multi-use MULE) are only to be operated by the Camp Managers or Corporate Directors.

Dated this ____ day of _____

FOR THE USERS/RENTERS

FOR THE OPERATOR

Position with Users/Renters

Address: _____

Officer
Brethren Leadership Foundation, Inc.
Camp Colorado Inc.

City/State/Zip: _____

Home Phone # _____

Work Phone _____

Email Address: _____