

# UCCR TERMS AND CONDITIONS

1. **DESCRIPTION OF PREMISES:** UCCR agrees to permit Licensee to use the property identified in this Agreement as "Facility" according to the following terms and conditions. The Agreement includes the use of all improvements to the Facility except those which UCCR expressly excludes by so notifying the Licensee's representative upon his/her arrival at the Facility.
2. **FOOD SERVICE:**
  - A. UCCR shall provide meals as specified on this agreement in accordance with an estimate of the number of diners furnished to UCCR at least five days in advance of the service of the first meal.
  - B. Licensee agrees to assist with food service as requested by UCCR and to assist with supervision over the use of the dining facilities as requested.
  - C. If Licensee and/or its participants prepare their own food, it assumes all responsibility for any foods prepared, and for all activities incident to their preparations, and shall hold UCCR and the Facility owner harmless from any and all liability arising there from.
3. **USE OF PREMISES AND SCHEDULE:** During the term of this Agreement, Licensee 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 UCCR of the nature of its program, and shall promptly supply UCCR with information concerning the program upon request by UCCR. Licensee shall furnish to UCCR a schedule of activities and shall give prior notification to UCCR of any changes in the schedule.
4. **TAX-EXEMPT STATUS:** Licensee warrants that it is currently exempt from federal and state income taxation and that its activities at the Facility will be in furtherance of its tax-exempt purposes.
5. **UTILITIES:** UCCR shall provide water, electricity and garbage disposal without charge to Licensee.
6. **MAINTENANCE:** UCCR shall maintain the Facility in good condition and repair and shall provide janitorial services to the premises and buildings. UCCR 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 caused by Licensee and/or its participants.
7. **HEALTH AND SAFETY:**
  - A. UCCR does not provide medical supervision, treatment or maintenance and dispensing of medications for campers. These responsibilities belong to the Licensee. However, **ALL GROUPS staying 5 or more consecutive 24 hour periods MUST provide a Health Specialist for guest screening and emergency treatment, or** have arrangements to have a physician available and on call during your stay at any UCCR facility.
  - B. For youth groups staying 72 or more hours, 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.
  - C. For all youth groups, Licensee 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 or a signed waiver exempting them from emergency treatment due to religious or personal belief(s).
  - D. Licensee shall furnish counselors, age 18 years or older, as follows: If camper age is 4-5 years, licensee shall furnish at least 1 counselor for each 5 or fewer campers (e.g., 4 campers – 1 counselor, 6 campers – 2 counselors, etc.). If camper age is 6-8 years, licensee shall furnish 1 counselor for each 6 or fewer campers. If camper age is 9-14 years, licensee shall furnish 1 counselor for each 8 or fewer campers. If camper age is 15-18 years, licensee shall furnish 1 counselor for each 10 or fewer campers.
  - E. Emergency transportation is available through local emergency response groups by dialing 911. Licensee agrees to furnish non-emergency transportation.
  - F. UCCR prohibits hunting, fireworks, firearms, ammunitions and explosives 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.
  - G. If a swimming pool/designated swim area is a part of the Facility, no one shall enter the swimming area unless a qualified lifeguard is supervising the swimming area. UCCR shall, in its sole discretion, determine the minimum qualifications for said lifeguard, which will generally be a minimum of a Red Cross Lifeguard Certificate or equivalent. The swimming pool at Westminster Retreat, an adult conference center, does not require a lifeguard. Swimming pools/swim areas are generally available from Memorial Day weekend through Labor Day weekend, weather and maintenance permitting. Availability at other times is at the discretion of the Site Director, and is subject to change.
  - H. 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 campfire area, for which fire permits have been secured. It is understood that Licensee and its participants must comply with all lawful orders of appropriate fire control officials.
  - I. Use of vehicles at the Facility is restricted to roads and parking areas designated by the Site Director. Posted speed limits shall be obeyed.
  - J. Once at the Facility, the Licensee is required to participate in a brief orientation to UCCR's safety regulations and emergency procedures led by the Site Director or designee.
8. **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 as agreed. The entire amount of the Guaranteed Minimum Fee will be paid as liquidated damages.
  - B. **Additional Use Fees:** If more persons use the Facility than the Licensee guaranteed, Licensee shall pay to UCCR 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, meal charges, other per person fees where applicable and sales tax.
  - C. **Breakage and Damage:** Licensee agrees to pay UCCR the amount reasonably necessary to repair or replace property or equipment damaged or destroyed by Licensee and/or its participants during Licensee's use.
  - D. **Payment Terms:** Licensee agrees to deliver payment in full to a representative of UCCR prior to Licensee's departure from the Facility. Exceptions must be approved by UCCR in writing 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%).
9. **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 UCCR 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 UCCR and the Facility Owner and their 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 or in any way connected with Licensee's actions and/or failure(s) to act with respect to its performance of this Agreement.

- C. During the term of this Agreement, Licensee shall at its own expense maintain a policy of comprehensive public liability limits of not less than one million dollars, naming UCCR and the Facility Owner as additional insured; or Licensee shall be self-insured against loss and/or claims in an amount of not less than one million dollars, naming UCCR and the Facility Owner as additional insured and shall, upon signing this Agreement, present **adequate proof at least 30 days prior to arrival** that it will be so insured during the entire period of its use of the Facility.
- D. Neither UCCR nor the Facility Owner shall be liable to Licensee or to any company insuring Licensee for any loss or damage to Licensee if the casualty causing such loss or damage was or could have been covered by any other property insurance.
- E. 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.
- F. Licensee shall require that transportation providers, transporting persons to and from UCCR sites, shall hold valid licenses appropriate to the vehicle(s) being used, and that they be currently insured for such operations. Licensee shall also require that the transportation provider send proof of insurance to UCCR at least 10 days in advance of Licensee's arrival at the UCCR site.

**10. MISCELLANEOUS:**

- A. Licensee warrants that the person signing the Agreement has the authority to execute this Agreement on its behalf.
- B. This Agreement may be altered or amended only by written agreement of both parties.
- C. UCCR 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 UCCR, 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 at any time.

**11. TERMINATION AND BREACH:**

- A. UCCR 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 UCCR 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. UCCR may terminate this Agreement without any liability upon ten (10) days prior written notice to Licensee either 1) with cause or 2) upon a determination by UCCR, 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 UCCR. In such latter events, all amounts paid by Licensee to UCCR shall be fully refunded.
- C. If the Facility is destroyed by fire or other cause or is so damaged that it is untenable, this Agreement may, in the discretion of UCCR, be terminated and Licensee shall have no further obligation hereunder.
- D. In the event a legal action or other proceeding is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party those of its fees and costs incurred in the proceeding which the Finder of Fact shall, in its sole discretion, apportion in its favor.
- E. In the event of cancellation by Licensee, Licensee will be released from payment of the Guaranteed Minimum Fee provided UCCR receives written notice of the termination no later than 90 days prior to the event, or UCCR re-licenses the same facilities for the same period of time at the same fee. UCCR agrees to use its best efforts to re-license the Facility in this event. If Licensee terminates this Agreement without using the Facility as agreed and if UCCR cannot re-license the Facility, then Licensee agrees to pay to UCCR the entire amount of the Guaranteed Minimum Fee as liquidated damages.

Revised 12/2008