

Community of Christ

Camp Quarryledge Use Agreement

This Camp Quarryledge Use Agreement ("Agreement") is made and entered into as of the ____ day of _____, _____, between Camp Quarryledge Campground of the Community of Christ ("Lessor"), and _____ Lessee").

WITNESSETH: In consideration of the agreements, covenants and fees set forth herein, the parties agree as follows:

1. **PROPERTY.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the portions of the premises located at 1626 Rt. 31, Oswego, Illinois 60543 in accordance with Exhibit A. Lessor shall have use of the Property at all other times and may permit its use by other parties at its discretion. Lessee shall take the Property in "as is condition".
2. **FEES.** Any Lessee which is not an affiliate of or officially sponsored by the Community of Christ agrees shall pay a deposit in the amount of Two Hundred Fifty Dollars (\$250.00) payable to Lessor at the time the Agreement is signed. Lessee shall pay Lessor the agreed sum of \$ _____ (estimated) for the use of the agreed portions of the premises, as stated in aforementioned Exhibit A. User fees shall be payable to Lessor at the time the lessee uses the premises. The cost of any damages and repairs as referenced in Section 5.1 shall first be deducted from the deposit with the balance being applied toward the User Fees. Any damage costs exceeding the deposit will be subject to Section 5.1.
3. **CANCELLATION.** Lessee shall notify Lessor of cancellation by phone to Lessor's Business Office at P.O. Box 901; Oswego, Illinois 60543 by phone (630) 608-9774 and confirm cancellation in writing within thirty (30) days. Upon notification and written receipt of cancellation within the thirty (30) day period Lessor shall refund ninety (90%) percent of the deposit listed in Section 2. Any other notification is unacceptable and Lessee shall not be entitled to return of deposit.
4. **CAMPGROUND RULES.** (See exhibit "A") The use or possession of alcohol, tobacco (in any form whether smoked or smokeless), illegal drugs (in any form), fireworks and firearms is absolutely prohibited on the site and on all property owned or occupied by the Lessor. The Lessee shall strictly enforce this prohibition for its employees, agents, members, and all other persons who may be directed by, responsible to, or under the supervision of the Lessee.
 - 4.1 Lessee agrees to enforce any and all campground or event specific rules or regulations. In the event that the Lessor calls violations of these rules or regulations to the attention of the Lessee, Lessee shall promptly take appropriate remedial action as required by the Lessor, which may include termination of this Lease Agreement.

5. **CONDITION OF THE PREMISES.** Lessee shall return the Property, facilities and any furnishings to the same condition and arrangement they were in prior to use of the Property for the activity. In the sole discretion of the Lessor, Lessee shall pay an additional One Hundred Dollars (\$100) per hour if any cleaning of Property, facilities or furnishings is necessary and the maintenance agreed to in Exhibit A is not completed.

5.1 In the event damage, other than reasonable wear and tear, occurs to the Property, facilities, or furnishings while in use by Lessee, the Lessee agrees to pay, in cash, for the damages caused, in an amount to be determined solely by the management of the Owner within ten (10) days of receipt of damage reimbursement request.

6. **TERMINATION.** Lessor may terminate this Agreement at any time without liability by providing a termination notice to Lessee. Unless otherwise provided in the notice, the termination is effective ten (10) days after the date of the notice.

6.1 In the event use of the Property shall be delayed, hindered, or prevented from the performance of any act required by this Agreement by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, act of God or other reason of a similar nature not the fault of Lessor makes the premises not usable for the purposes of this agreement, then this Agreement shall cease and terminate and the Lessee shall receive a complete refund of deposit, if any.

7. **INSURANCE.** Lessee agrees to provide health and accident insurance for all participants in this activity while at the Campgrounds. In addition, any Lessee which is not an affiliate of or officially sponsored by the Community of Christ agrees to provide a certificate of insurance evidencing General Liability Insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate covering Bodily Injury, Property Damage, Personal Injury, Advertising Injury, Products/Completed Operations and limits of \$5,000 for Medical Injury; Automobile Liability Insurance: \$1,000,000 Combined Single Limit - Bodily Injury and Premises Damage For Injuries To Person Or Persons if group utilizes automobiles, vans or buses in their operations; and Sexual Abuse/Molestation Liability limits of \$1,000,000 General Aggregate – Per Occurrence. The certificates shall name Camp Quarryledge Campground and Community of Christ as additional named insured's. The certificate should be provided to Lessor no later than fourteen (14) days prior to the event date.

8. **INDEMNIFICATION.** Lessee hereby covenants and agrees to and does hereby indemnify, defend and hold Lessor and its affiliates (including Camp Quarryledge Campground and Community of Christ), and its respective agents, contractors, subcontractors, employees, officers, directors, priesthood and other representatives harmless from, and against, any and all claims, actions, suits, proceedings, costs, expenses, damages, losses and liabilities, including attorney's fees, court costs and other expenses of defense and collection arising out of, connected with, occurring on, or resulting from the Property, or the Agreement, including without limitation (i) any accident, injury or damage to any person or property occurring in, on or about the

Property or any part thereof, including the playground, and (ii) any claim involving any alleged criminal act or violent behavior, including child molestation.

8.1 Lessee shall have each camper or his or her parent/legal guardian sign a consent form and/or release of liability prior to the scheduled date. Such camper consent form shall contain language acceptable to Lessor and exculpating Lessor from liability due to negligence to the extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year above written.

COMMUNITY OF CHRIST	
(Signature)	(Signature)
(Print Name)	(Print Name)
(Date)	(Date)
(Title)	(Title)

EXHIBIT A
Property Use

1. Contact Information

Group Making Reservation: _____

Contact Person: _____ Phone Number: _____

Type of Activity: _____

Date of Event: _____ Time of Event: From _____ a.m./p.m. To _____ a.m./p.m.

Insurance Company: _____

2. Deposit (refundable): _____ \$250.00 _____

In order to avoid the assessment of extra maintenance fees, User agrees to complete the clean-up procedures as outlined on the reservation application and as listed on the Rules for use of Camp Quarryledge, pertaining to the areas used during the activity prior to vacating the premises.

3. Request to use the following facilities at Camp Quarryledge: (checkmark indicates desire to use) ALL _____

- | | | |
|---------------------------------------|-------------------------------------|--------------------------------------|
| <input type="checkbox"/> Kitchen | <input type="checkbox"/> Dorm | <input type="checkbox"/> Dining Hall |
| <input type="checkbox"/> Trailer Park | <input type="checkbox"/> Tent Areas | <input type="checkbox"/> Picnic Area |
| <input type="checkbox"/> Other _____ | | <input type="checkbox"/> Classrooms |

4. Estimated cost, to be entered on page one (1) of Camp Quarryledge Use Agreement:

Anticipated # of persons attending _____ X # of days of event _____ = _____ X \$22.00 = _____ = Amount Owed

EXHIBIT B

RULES FOR USE OF CAMP QUARRYLEDGE

1. A written contract from the Camp Quarryledge Board is required for the use of the campgrounds.
2. Each group must have an adult leader in charge. A minimum of one adult for every ten youth is required.
3. Upon arriving at the camp, "check in" with the Camp Quarryledge representative.
4. Cars must be parked in the designated areas. (See Camp Quarryledge representative for locations)
5. Campground Hazard Information and Disaster Procedures are posted in the lodge. These are to be presented to all camp participants upon the opening of each activity.
6. In accordance with Illinois State law, the use or possession of alcoholic beverages, tobacco, or drugs is strictly prohibited by anyone while at camp. NOTIFY THE CAMP NURSE OR DIRECTOR OF ANY PRESCRIPTION MEDICATION TAKEN BY A CAMPER. Medications must be in their original RX containers.
7. Possession of firearms is strictly forbidden including fireworks of any kind.
8. The Camp Quarryledge Board and Community of Christ are not responsible for any accidents occurring on the campgrounds.
9. Lessee shall furnish its own cook(s) and in accordance with Illinois State Law, there must be at least one person with a current "State Food Sanitation License" supervising the preparation, storage and serving of food. (See Illinois Public health Requirements dated December 14, 1994).
10. All trash must be deposited in trash containers. Containers are provided for paper and garbage. Before leaving the grounds, see that all trash and garbage have been properly disposed of into the outside dumpster near the kitchen door and grounds have been swept for trash.
11. All furniture must be returned to its proper place with floors swept and vacuumed. All rest rooms cleaned per instructions located in the specific restroom. Sweep and mop Dining Hall, clean the Kitchen and ensure that everything is put back in order again before leaving the grounds.
12. State Law requires that all campers wear footwear wherever they are on the grounds, for personal and health safety. This includes the recreation program.
13. It is expected that all staff and campers will treat the grounds and property of Camp Quarryledge with respect. Littering, marking or carving walls, trees, equipment, etc. is not acceptable at any time. Neither is pilferage, breakage or misuse beyond normal wear and tear.
14. The quarry, pump-house, and storage shed are off limits except to authorized persons.
15. All camp-owned vehicles and equipment (the tractor, mower, etc.) are off limits except to authorized persons.
16. No pets allowed on campgrounds! Not even on a leash or in a cage! Handicapped trained animals are permitted.
17. The director or group chairperson must ask the camp Quarryledge representative to check the campgrounds and sign the checkout form before the group leaves the grounds.
18. Open fire is only permitted in supervised, designated fire-sites. Candles are permitted, if used in a supervised setting only in the multi-purpose and dining area.
19. Lessee agrees to furnish first aid supplies, bedding and clean-up crews.
20. Lessee shall also furnish their own health officer.
21. User shall not remove furnishings, including beds or mattresses, from the facilities except under the direction of the Camp Quarryledge representative.