



HOLIDAY LAKE 4-H EDUCATIONAL CENTER USER GROUP AGREEMENT



Whereas the Holiday Lake 4-H Educational Center, Inc., here in after referred to as the 4-H Center, is a non-profit corporation, fully accredited by the American Camp Association, operating under the laws of the Commonwealth of Virginia and as a part of Virginia Cooperative Extension for the purpose of providing educational and recreational facilities.

Whereas **Group Name** thereafter referred to as the Client, desires to rent and make use of the 4-H Center's facilities **date(s) to be used**. Now therefore, for considerations received by both parties, receipt of which is hereby acknowledged, the parties to this agreement do hereby agree as follows:

This agreement is binding on all parties, and represents all conditions relating to the use of the 4-H Center's facilities by the Client and its members and visitors. No other conditions, expressed or implied, shall be binding upon either party unless agreed to in writing by both parties.

Terms & Payment

1. Obligations

- A. The 4-H Center will provide the service and facilities specified on the Reservation Form during the dates and for the rates specified therein
- B. The dates and services specified on the Reservation Form and this User Group Agreement are contingent upon receipt by the 4-H Center of the signed copy of this User Group Agreement, Reservation Form, and initial deposit.
- C. The Client and their guests must be moved out of lodging by the designated time of **10AM** to help us prepare for the next group. We don't require you to leave the property but ask that you please move luggage and belongings to a central location or vehicles to allow our housekeeping staff to clean lodges.

2. Counts

- A. Estimated charges are based on the preliminary counts specified on the Reservation Form. This number is the Client's best estimate at the time of booking.
- B. The count as of two weeks prior to the program, or Guaranteed Count will be used to calculate final bill and payment. The Client shall be liable for the Guaranteed Count or actual number served, whichever is greater. Guaranteed Count includes meal costs.
- C. All services or arrangements should be stated on the Reservation Form. Any additional request for A.V. equipment, change in meeting room arrangements or special dietary (excludes non-medical diets) requests must be received 5 days prior to the date of your reservation. The 4-H Center will not be responsible for any required services not submitted by two weeks prior to the program.

3. Deposits & Charges

- A. To officially reserve your date initial deposit of \$200 for day use and \$400 for overnight use, and a completed Reservation Form is required. This should be received by the Center no later than **two weeks**
- B. A 1.5% service charge (\$15 minimum) will be added to any balances remaining unpaid after 30 days after the event start. Per state requirements, applicable Virginia Sales Tax will be added to listed prices. A \$50 service charge will be added for all returned checks. Client will be responsible for all attorney and collection fees incurred by the 4-H Center to retrieve any past due monies. Clients with unpaid balances may not be rescheduled until payment is settled.

4. Cancellations

- A. The initial deposit specified on the Reservation Form is non-refundable unless this agreement is canceled by the 4-H Center, in which case the liability of the 4-H Center shall be limited to the amount of the deposits paid by the Client. In the event of cancellation by the Client less than 30 days prior to the scheduled event, the Client will be liable for 40% of the Estimated Charges (less deposits paid). In the event of cancellation by the Client 48 hours prior to the scheduled event, the Client will be liable for 100% of the Estimated Charges (less the deposits paid).
- B. The 4-H Center reserves the right to cancel an event due to hazardous weather conditions or to request a group leave early if catastrophic conditions are imminent. In such cases, all deposits and fees will be returned if the event is cancelled or pro-rated if the event ends early.
- C. Clients are to provide notice of a least 24 hours before the scheduled time of arrival if hazardous conditions would prevent them from traveling to the 4-H Center. In such an event, not deposits or payments will be returned, and the 4-H Center will make reasonable efforts to reschedule the event.

5. Liability

- A. The Client will be financially responsible for any damages to the 4-H Center's facilities and properties, other than normal wear and tear, caused by actions of the Client's members, guest or visitors. The cost of such damage shall be the repair and/or replacement cost.



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- B. Client agrees to indemnify, hold harmless, and defend the Holiday Lake 4-H Educational Center, Virginia Polytechnic Institute & State University, its offers, agents, and employees against any liability for loss, damage, or injury to persons or property, cost of expense, including reasonable attorney's fees, resulting from any claim or legal action of any nature, whether or not reduced to a judgement, that may arise against the Holiday Lake 4-H Center or Virginia Polytechnic Institute and State University in connection with the event or in connection with the rights and privileges granted by the Holiday Lake 4-H Educational Center and Virginia Polytechnic Institute and State University, including, without limitation, personal injury, wrongful death, property damage claims, any patent, trademark, franchise, copyright, libel, or defamation claim or suit, and any claim or suit based upon client's agents', employees', or invitees' intentional or negligent acts or omissions
- C. Any action at law, suit in equity or judicial proceeding arising directly, indirectly, or otherwise in connection with, out of, related to or from this Agreement shall be litigated only in the courts of Appomattox County, Virginia.

Policies & Information

Holiday Lake 4-H Center is fully accredited by the American Camp Association (ACA). This means that we uphold the highest standards for camper health and safety. The following information will help to assure that your group benefits fully from the facilities and services at Holiday Lake 4-H Educational Center in a safe and wholesome environment. The information is provided in categories for easy reference. The user group contact is responsible for the supervision of the group and its behavior. Please notify all your participants of the appropriate information and provide an orientation to the camp's safety procedures and regulations.

1. Site and Food Service

- A. If the group is providing its own meal service, then all food must be prepared and properly stored in areas free of accumulated dirt and grease and protected from rodents and insects. Utensils and food contact surfaces must be clean and properly sanitized after each use (Wash and rinse water temperatures must be at least 100 degrees; second rinse must contain an approved chemical sanitizer. Contact surfaces must be wiped with a bleach solution or commercial sanitizer). All washed dishes and utensils must be air dried and protected from dust and contamination between uses.
- B. All trashcans should remain covered except when in use during food preparation and clean up. Full trash bags should be placed in the back of the pickup truck parked at the loading dock. This trash will be removed to the dumpster on a daily basis.
- C. If the group is providing their own potentially hazardous food (i.e. milk, milk products, eggs, meat, poultry, fish, shellfish, edible crustacean, etc.) these foods must be maintained at temperatures below 40 degrees or above 140 degrees. The group is responsible for monitoring and recording the temperature in refrigerators and informing camp staff if there are any problems.
- D. Use of the 4-H Center's Kitchen is strictly prohibited. No unauthorized personnel is permitted to enter the kitchen.

2. Transportation

- A. Groups are responsible for providing emergency transportation. This transportation must be available at all times. Appomattox County Rescue Squad is available for emergency transportation by calling 911 or 352-5433.
- B. Please park in designated areas only.
- C. Holiday Lake 4-H Educational Center prohibits the transportation of persons in non-passenger vehicles (i.e. in the back of pick up trucks or vehicles without seat).

3. Health and Wellness

- A. The group is advised to have an adult who is certified in CPR and first aid from a nationally recognized provider available at all times while at the 4-H Center.
- B. If Holiday Lake 4-H Educational Center provides a health care provider, then Holiday Lake 4-H Educational Center assumes responsibility for the first aid and emergency care of the group, including emergency transportation. Holiday Lake 4-H Educational Center will also have first aid supplies and equipment available for use under the supervision of the health care provider.
- C. In the event of accidents, injuries, illnesses or incidents, the group should notify the camp immediately.
- D. The nearest hospital is Southside Regional Hospital in Farmville. Directions to Southside Regional and Lynchburg General Hospitals will be provided upon arrival.
- E. Health and accident insurance are available but must be requested by the group in advance.
- F. The group is advised to collect the following information from participants:
 1. Name and address.
 2. Emergency contact names & addresses.



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3. Listing of any persons with known allergies or health conditions requiring treatment, restriction or other accommodations while on the site.
 4. For minors, without parents on site, signed permission to seek emergency treatment or a religious waiver.
- G. Medication (both prescription and over-the-counter) should be stored under lock except when in the controlled possession of the person responsible for administering them.

4. Recreation and Activities

- A. Recreational equipment is available at the office including basketballs, volleyball, softballs and bats, and horseshoes. All equipment should be returned to the office and properly stored after use.
- B. The archery ranges, rifle ranges, and shotgun fields may only be used in conjunction with an approved activity when under the direct supervision of a certified range officer as listed in the Virginia 4-H Shooting Education plan.
- C. The swimming pool is open and staffed regular hours during the swimming season. Lifeguards provided by Holiday Lake 4-H Educational Center will be on duty and rules for pool use will be clearly posted. The group must make arrangements in advance with the 4-H Center for additional pool hours outside of the regular hours so that lifeguards can be secured.
- D. Groups using the canoes must provide a lifeguard (certified by a nationally recognized certifying body) who is also certified in CPR and first aid. If canoeing instruction is offered, the group is advised to provide a person appropriately certified for canoe instruction by a nationally recognized certifying body or who has documented experience and skill in teaching canoeing. Everyone using a canoe must wear a properly fitting PFD. Groups using the canoes will be provided with the canoe rules upon arrival.
- E. All activities and recreational opportunities involving youth under the age of 18 must be appropriately supervised by an adult. It is recommended that all user groups utilize best practices when selecting adults who will be in a supervisory role over minors. This may include a voluntary disclosure process/form, a check of the National Sex Offender registry and/or background checks.
- F. Rescue equipment available at the canoe docks includes a shepherds crook and a throw buoy. A first aid kit is available upon request. In the event of an emergency, emergency numbers may be found on a sheet posted on the bulletin board beside the pay phone. Emergency numbers are also posted next to all phones at the Center.
- G. Groups are advised to appropriately evaluate and classify swimming abilities and allow members to swim in areas that are commensurate with abilities. Non swimmers may only swim in the shallow end of the pool and may not use the canoes.
- H. Never stand up in a canoe.
- I. Groups are advised to implement a check out system for canoes to ensure the safe return of all participants.

V. General

- A. Firearms are allowed only in conjunction with an approved program. Firearms must be stored in a locked vehicle when not in use, and ammunition stored separately from firearms.
- B. The use of alcohol is prohibited at the 4-H Center when there are youth activities at the center. If alcohol is served, the group is responsible for the appropriate permit from the Virginia Alcohol Beverage Control Office. The group is responsible for ensuring that all ABC laws are followed. The possession or use of illegal drugs is prohibited.
- C. The 4-H Center Office should be notified immediately of any concerns with any of the facilities, equipment or grounds being used by a group.
- D. If an intruder is spotted on camp property, please notify the 4-H Center Office immediately and contact the Appomattox County Sheriffs Department.
- E. In the event of an emergency or natural disaster, please call the appropriate emergency number listed beside any telephone. The Public Address system may be used to warn campers of emergency situations. Groups are advised to implement a system, which allows for the accountability of all members such as a buddy system.
- F. Group members may bring their own sports equipment and other personal belongings (i.e., radios, cameras, etc.) but Holiday Lake 4-H Center will not take responsibility for safekeeping of personal belongings, nor will the 4-H Center be held liable in the event of damage or theft.
- G. Pets and other animals are not allowed except in conjunction with a program that is approved in advance by the 4-H Center Director.
- H. Smoking is prohibited in any camp buildings. Smoking is allowed on the decks of the dining hall and on the porch of the office. Butts must be disposed of in the butt cans.
- I. Groups are advised to wear shoes whenever walking on the campgrounds.
- J. Groups should supervise young children at the canoe docks, and it is recommended that children be warned to remain one body length away from the water.



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K. It is 4-H Center policy that the following adult to youth ratios be met for proper supervision: All adults/staff should do their best to avoid one-on-one situations with youth (parents excluded).

<u>Camper age</u>	<u>Number of staff</u>	<u>Number of youth</u>
4-5	1	5
6-8	1	6
9-14	1	8
15-18	1	10

Liability Insurance

Does your group have its own liability insurance? Yes or No
Can the Center and Virginia Polytechnic Institute be names as additional insured? Yes or No
If yes, please provide the 4-H Center a copy of this coverage prior to your event.

Estimated Fees:

Cost per person for meals:

Estimated number of participants:

Total Estimated Invoice: _____ (does not include sales tax)

I have read and understand the details of this contract and agree to the contract's terms and conditions.

Group Name: _____

Signature of Contact Person: _____ Date: _____

Title of Contact Person: _____

Holiday Lake 4-H Educational & Virginia Cooperative Extension programs and employment are open to all, regardless of age, color, disability, gender, gender identity, gender expression, national origin, political affiliation, race, religion, sexual orientation, genetic information, veteran status, or any other basis protected by law. An equal opportunity/affirmative action employer.

For Office Use Only

Date Booked: _____

Date Reservation Form Received: _____

Date Contract Sent: _____

Date Contract Received: _____

Contact Person: _____