

**CAMP TALOALI, INC.
USE AGREEMENT CONTRACT**

THIS AGREEMENT, entered into this _____ day of _____

By and between Camp Taloali and _____ User Group

1. Renters may enter the Facility at noon on _____ and must vacate by noon on _____

2. Facilities and rates:

Day use only: Rates include use of the grounds for activities, Recreation Center, and Restrooms. Does not include use of the Swimming Pool, Pavilion, Infirmary, Modular Office, Learning Center, Picnic Shelter, Cabins, Teepees or Over Night Camping.

12 hour period or increment thereof: over six (6) years of age: **\$3.00 per person.**

Swimming Pool: (open Memorial day to Labor day) Rates is for use of the Swimming Pool and Restroom facilities only. **(You must have a certified life guard on duty in the pool area when in use. If you do not have a certified life guard, ask the program manager to give you information on where to find one)**
\$3.00 per individual.

Picnic Shelter: This building is an open shelter with refrigerator, pellet barbeque, picnic tables, sink and electrical outlets. Includes the use of the grounds for activities and Restrooms. Does not include the use of the Swimming Pool, Recreation Center, Pavilion, Infirmary, Modular Office, Learning Center, Cabins, Teepees or Over Night Camping. (Maximum Capacity 32) **1 to 16 people-\$50; 17 to 32 people-\$100.**

Overnight Camping: Rates includes use of the grounds for activities, Recreation Center, and Restrooms. Does not include the use of the Swimming Pool, Pavilion, Infirmary, Modular Office, Learning Center, or Picnic Shelter. Per unit per night, **1-4 people-\$15; each additional person** over six (6) years of age-**\$4.00.**
A unit is: tent, trailer, camper, 5th wheel, motor home or teepee.

Pavilion: Large open dining room with well equipped kitchen. Includes use of the grounds for activities, Recreation Center and Restrooms. Does not include use of the Swimming Pool, Infirmary, Picnic Shelter, Modular Office, Learning Center, Cabins, Teepees or Over Night Camping.
24 hours-**Kitchen only \$100, 24 hours-Dining Room only: 1-16 people-\$50; 17-50 people-\$100; 51-100 people -\$150**

Infirmary: This building is generally used by medical personnel and patients. It can sleep 6; has two full bathrooms and showers and a common area between the sleeping quarters. Includes use of the grounds for activities, Recreation Center and Restrooms. Does not include use of the Swimming Pool, Pavilion, Modular Office, Learning Center, Picnic Shelter, Cabins, Teepees or Over Night Camping.
24 hour-**1/2 of building-\$35; all-\$70**

Cabins: There are 10 cabins that sleep 8 each on wooden bunks with mattresses. No more than 8 people are to sleep in a cabin. Includes use of the grounds for activities, Recreation Center and Restrooms. Does not include use of the Swimming Pool, Pavilion, Infirmary, Modular Office, Learning Center, Picnic Shelter, Teepees or Over Night Camping.
Per Person per night-**1-2 people \$25 (minimum charge)** each additional person **\$4.00**

Modular Office: This building is normally used by the summer camp staff. It has one office, a restroom and two open areas. Includes use of the Grounds for activities, Recreation Center and Restrooms. Does not include use of the Swimming Pool, Pavilion, Infirmary, Learning Center, Picnic Shelter, Cabins, Teepees or Over Night Camping.
24 hours \$100

Teepee: There are three teepees that can sleep up to 6 people on the ground. Includes use of the grounds for activities, Recreation Center and Restrooms. Does not include use of the Swimming Pool, Pavilion, Infirmary, Modular Office, Learning Center, Picnic Shelter, Cabins or Over Night Camping.

\$12 per night for each teepee (minimum charge)

Learning Center: A new 25x30 building that can be used for meetings. Has tables and chairs, built in sink and electrical outlets. Includes use of the grounds for activities, Recreation Center and Restrooms. Does not include use of the Swimming Pool, Pavilion, Infirmary, Modular Office, Picnic Shelter, Cabins, Teepees or Over Night Camping. (Maximum Capacity 50) **1 to 16 people \$50; 17 to 50 people \$100**

WE HAVE READ AND UNDERSTAND THE USE AGREEMENT CONTRACT AND THE ADDITIONAL TERMS AND CONDITIONS TO THE USE AGREEMENT CONTRACT. WE AGREE TO BE BOUND BY ALL THE PROVISIONS OF THIS CONTRACT AND ALL OF THE ADDITIONAL TERMS AND CONDITIONS TO THE CONTRACT.

SIGNATURE _____ **DATE** _____

Address: _____

Contact Number: _____

Building Reservations: Please check the facilities that you will be using

___ **Pavilion** **How many people?** _____

___ **Kitchen (there is an additional \$50 deposit if using the Kitchen)**

___ **Infirmary** ___ **one side;** ___ **both sides**

___ **Picnic Shelter** **How many people?** _____

___ **Swimming Pool (Licensee agrees to provide # using the pool)**

___ **Office Building**

___ **Cabins** **How many** _____

___ **Teepees** **How many** _____

___ **Learning Center** **How many people?** _____

Do you want your activities on our calendar or not? _____

(revised 5/2009)

Camp Taloali
15934 N. Santiam Hwy
Stayton, Oregon 97383
503-769-6415 (TDD)

ADDITIONAL TERMS AND CONDITIONS TO USE AGREEMENT CONTRACT

Rules for acceptance and participation in programs at “**CAMP TALOALI**” are the same for everyone without regard to age, race, color, religion, sex, disability, or national origin.

1. **Description of premises**-CAMP TALOALI agrees to permit User Group to use the property identified in the agreement as “Facility” according to the following terms and conditions. The Agreement includes the use of all improvements to the Facility, except those, which Camp Taloali expressly excludes by so notifying the User Group representative upon his/her arrival at the Facility.
2. **Food Service**-If User Group prepares its own food, it assumes all responsibility for any foods prepared and for all activities incident to their preparation, and shall hold harmless and indemnify Camp Taloali and the owner of the facility from any and all liability therein. At least one person who is working in the kitchen at all times must have an Oregon Food Handlers Permit and supervise all other persons working in the kitchen. All Oregon Health Department rules for food preparations must be followed.
3. **Use of premises:**
 - a) During the term of this agreement, User Group shall use the Facility for conducting a program of its own design and shall comply with all applicable laws, codes, and regulations and camp rules. User Group shall notify CAMP TALOALI of the nature of its program, and shall promptly supply CAMP TALOALI with information concerning the program (some activities may require certified instructors) upon request by CAMP TALOALI. **CAMP TALOALI prohibits hunting, fireworks, firearms, firearms ammunition, and explosives at this Facility.** The use of gasoline, flammables, poisonous substances, and hand or power tools are restricted. Prior authorization for the use of tools must be obtained from the Site Manger.
 - b) **Maximum capacity** of the entire Facility is 100 people. If the User Group is staying overnight, and has plans for more than that number attending, they must provide one portable toilet and hand washing facility for each ten people in excess of 100. For day users only, they must provide one portable toilet and hand washing facility for each additional 50 people or fraction thereof.
 - c) A \$50.00 cleaning deposit (refundable) is required if using the Pavilion kitchen. If upon inspection at the User Group departure, the kitchen is not found in an acceptable clean condition, the deposit will not be refunded.
 - d) User Group may at no time sub-let the Facility to another group.
 - e) The adjacent Santiam River is considered dangerous, and is not part of the Facility. The User Group shall monitor and supervise participants to prevent them from entering the Santiam River from Camp Taloali property. Camp Taloali will terminate this contract as it is in direct violation of Camp Taloali insurance policy.
 - f) **Swimming pool** – No one shall enter the swimming pool area without a qualified life guard supervising the area. The User Group shall provide a qualified lifeguard at its expense to supervise group participants using the swimming pool area. Camp Taloali in its sole discretion determines qualifications of the lifeguard per aquatics rules. For every 30 in the pool there must be one (1) life guard with two (2) spotters. The pool can not exceed fifty (50) in number.
 - g) **Specialized activities** – If the User Group utilizes specialized activities requiring supervision by persons with the training and experience to make judgments concerning equipment, procedures and safety considerations; then Camp Taloali will either provide appropriately trained staff (added fee) or will determine qualifications for supervision by User Group.
4. **Utilities**-CAMP TALOALI shall provide water, electricity, and garbage disposal without charge to the User Group.
5. **Maintenance**-CAMP TALOALI shall maintain the Facility in good condition and repair, and shall provide janitorial materials to the premises and buildings. CAMP TALOALI shall provide beds, mattresses, kitchen utensils, dishes and other equipment necessary for the operation of the Facility. User Group agrees to assist in keeping the Facility clean, and shall leave the Facility free of defacement.

6. **Health and Safety:**

- a) CAMP TALOALI does not provide medical supervision, treatment, maintenance, or dispensing of medication. These are the responsibilities of the User Group and the User Group shall be responsible for the expenses for such services.
- b) User Group 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. User Group must bring its own first aid supplies and equipment. The User Group's contact person should bring a current list of participants that includes names, address, emergency contact information and known allergies/health conditions. This is a safety net for User Groups in case of illness. User Groups keep their own list. For any person under 18 not accompanied by parent or guardian, a signed form with a health history that grants permission to seek emergency treatment should accompany the User Group.
- c) Emergency transportation is available through local response groups by dialing 911. Payment for the emergency transportation is the responsibility of the User Group. User Group agrees to furnish non-emergency transportation.
- d) Any accident or illness that needs professional medical attention during your stay at camp, needs to be reported to Camp Taloali Site Manager or 971-239-8153 on our accident/incident form within 24 hours of the occurrence.
- e) User Group will prohibit smoking except in designated places and shall warn all persons of the hazards of indiscriminate smoking. **All buildings are designed non smoking areas.**
- f) **Open Fires** – They may only be built in the campfire area. It is understood that both Camp Taloali and the User Group must comply with all lawful orders of appropriate fire control officials.
- g) **Alcohol/drugs** – Illegal drugs are not permitted. Usage will terminate this contract. Consumption of alcohol is not allowed at any children aimed events. Adult events may have alcohol but it is the responsibility of the User Group to keep behavior under control. Consumption of alcohol should not be allowed for any participant or user under the age of 21. All evidence of alcohol needs to be removed by User Group which includes empty alcohol containers.
- h) Use of vehicles at the Facility is restricted to roads and parking areas as designated by the Camp. **TEN MILES PER HOUR IS THE MAXIMUM SPEED ALLOWED AT CAMP TALOALI. NO ATVS WILL BE ALLOWED AT THE FACILITY.**
- i) **All Emergencies** – In the case of any emergency either fire, nuclear, tornados, windstorms, flood, go to the Pavilion for instructions.
- j) **Group Orientation** – Once at Camp Taloali, the User Group leader is to communicate to their group the information in the Orientation Brochure regarding safety regulations and emergency procedures
- k) **Insurance** - User Groups whose focus is for a children's event must have insurance coverage for the event. Camp Taloali shall be named as a co-insured on your insurance policy. User Groups need to understand that Camp Taloali does not provide insurance coverage for your event.
- l) **NO DOGS** are allowed in camp when a children's program is in session. All other groups using the camp and that have dogs must keep them on a leash at all times and cleanup after their dogs. Exception to this policy is Certified Service Dogs. Any violation of this policy, the owner or the dog(s) will be asked to leave the camp. The Site Manager and Board members are the authorized person to enforce this policy.

7. **Use Fees and Costs**

- a) Guaranteed Minimum Fee-The Guaranteed Minimum Fee is based on the number of persons guaranteed by the User Group. It will be charged to the User Group even if fewer persons use the facility than the User Group guaranteed, or if the User Group terminates this agreement without using the Facility, according to the terms also stated in part 10b of this agreement; the current Guaranteed Minimum Fee is 30% of the use fees and cost.
- b) Additional Use Fees- If more persons use the Facility than the User Group guaranteed, User Group shall pay to CAMP TALOALI 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 person during the User Group's use.
- c) Breakage and Damage – User Group agrees to pay CAMP TALOALI the amount reasonably necessary to repair or replace property or equipment damaged, missing or destroyed during User Group's use.
- d) Payment Terms – User Group agrees to deliver payment in full to a representative of CAMP TALOALI prior to the User Group's departure from the Facility. Exceptions must be approved by CAMP TALOALI prior to arrival. User Group agrees to pay interest on any unpaid approved credit balance at the rate of 1% per month (annual percentage rate of 12%)

8. Liability for injury to Person or Property

- a) User Group agrees to supervise and to assume full control and responsibility for any persons, entities or things other than CAMP TALOALI personnel or property who/which are, for any reason, on the Facility by reason of the User Group's program or use of the Facility.
- b) User Group agrees to defend, indemnify and hold harmless CAMP TALOALI 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 and/or claims made by any third party arising out of any way connected with User Group'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, User Group's agents and employees, participants in User Group's program, and User Group's visitors.

9. Miscellaneous

- a) User Group 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 TALOALI reserves the right to require that the User Group remove from the Facility any persons in, or in any way connected with, User Group's group who, in the sole opinion of CAMP TALOALI are creating a disturbance or who otherwise disrupt activities on said Facility. User Group agrees to permit only authorized persons to enter the Facility and shall take all necessary steps to remove unauthorized person from said Facility.
- d) User Group agrees that the total number of participants on the premise will not exceed the Facility or Building Maximum capacity at any one time.

10. Termination:

- a) CAMP TALOALI may terminate this agreement without any liability upon ten (10) days prior written notice to User Group either, 1) without cause, or 2) upon determination by CAMP TALOALI in its sole and exclusive judgment that the requirements of the State Fire Marshall, 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 TALOALI.
- b) In the event of cancellation by User Group, User Group will be released from payment of the Guaranteed Minimum Fee provide CAMP TALOALI receives written notice of the termination no later than 90 days prior to the event, or CAMP TALOALI re-licenses the same facility for the same period of time at the same fee. CAMP TALOALI agrees to use its best effort to re-license the Facility in this event.

Please sign the attached sheet indicating agreed upon dates, times, cost and services CAMP TALOALI will provide, and return it to the office at CAMP TALOALI within 21 days, 15934 N. Santiam Hwy., Stayton, Oregon 97383.

(revised 5/2009)