



The Salvation Army
Camp SWONEKY
605 Middleboro Rd
Oregonia, Ohio 45054
513.932.1794 – Fax: 513.932.8831

Camp SWONEKY Facility Use Agreement

The Salvation Army, which owns and operates Camp SWONEKY, enters into this FACILITY USE AGREEMENT with _____, hereinafter referred to as “Licensee” (Licensee includes without limitation Licensee, its employees, staff, campers, and guests). This Agreement sets forth the Terms and Conditions for the use of Camp SWONEKY by Licensee.

1. Description of Premises

- a. Camp SWONEKY agrees to permit Licensee to use the camp property located at 605 Middleboro Road, Oregonia, Ohio 45054 (the “Facility”) according to the following Terms and Conditions. The Facility includes the land, buildings, and recreational areas of Camp SWONEKY.

2. Facility Guidelines

- a. Alcoholic beverages; firearms; fireworks; explosives; hunting; and pets and animals of any kind are prohibited at Camp SWONEKY. Smoking is not permitted inside any building; if smoking is required, an outside smoking area will be designated.
- b. Bicycles, motorbikes, scooters, skateboards, and roller blades are not permitted at Camp SWONEKY. Private golf carts and/or utility vehicles are permitted only with the prior approval of the camp leadership. The use of such vehicles must be covered and included in your insurance coverage. Safe driving and usage of such vehicles is mandatory. Posted speed limits must be obeyed at all times.
- c. Fires are permitted only in the designated campfire area and all campfires are to be pre-arranged with Camp SWONEKY staff. Campfires are only permitted under the direct supervision of Camp SWONEKY staff. Please contact Camp SWONEKY in advance if your group wants to include campfires in its program. If a large quantity of wood will be needed, an additional fee will be required.
- d. Use of vehicles is restricted to roads and parking areas designated by the camp. No driving or parking is permitted on the walking paths and the grassy areas. After unloading at the cabins, all vehicles must be moved to one of the parking lots.
- e. Boating at the lake and or swimming in the pool is not permitted unless a lifeguard is present. Camp SWONEKY will provide a lifeguard at the swimming pool and at the lake during regular camp hours. No one shall enter the pool area or lake area unless a qualified lifeguard is supervising the area. The swimming pool is generally available from Memorial Day weekend through Labor Day weekend, weather and maintenance permitting. Availability is at the discretion of the camp leadership, and is subject to change.

- f. For safety reasons, Licensee is not permitted to use or play on the Challenge Course Area and Climbing Wall. This area is available for use if pre-arranged for your program. There is an additional fee for use of the Challenge Course and Climbing Wall as specialized staff are required to facilitate this area. Licensee's leaders are expected to enforce this guideline.
- g. Hazing and pranks are strictly prohibited. This involves all types of "initiations" and/or acts upon another person. Due to the severity of the potential consequences, this policy will be strictly enforced. This is for the safety of patrons, and the camp.
- h. Plants and trees are not to be disturbed; please don't cut trees or pick plants.
- i. Camp SWONEKY is not responsible for the loss of or damage to any personal property brought to Camp SWONEKY by Licensee.

3. Food Service

- a. Camp SWONEKY will provide all meals for Licensee's campers and staff, consisting of the same menu used for Camp SWONEKY campers. Any additional items or changes will be charged separately. Meal count must be submitted within one week of your event. Groups with fewer than 100 people will be charged an additional \$150 per day.
- b. No additional food may be brought into the meeting facilities or the Dining Hall unless permission is given by Camp SWONEKY. No food may be brought into any of the cabins or sleeping facilities. Licensee agrees to assist with food service as requested by Camp SWONEKY and to assist with supervision over the use of the dining facilities.
- c. If Licensee prepares its own food, it assumes all responsibility for any foods prepared, and for all activities incident to their preparations, and shall hold Camp SWONEKY and the Facility owner harmless from any and all liability therein.

4. Use of Premises and Supervision

- a. 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 Camp SWONEKY of the nature of its program, and shall promptly supply Camp SWONEKY with information concerning the program upon request by Camp SWONEKY. Camp SWONEKY is owned and operated by The Salvation Army and exemplifies a Christian experience in all areas of operation.
- b. Supervision of campers is extremely important. Although Camp SWONEKY may provide certain staff and/or services in connection with Licensee's event, Licensee agrees and understands that it is Licensee's sole duty and responsibility to supervise and to assume full control over all campers, persons, entities or things (other than Camp SWONEKY personnel or property) who/which are, for any reason, on the Facility by reason of Licensee's program or use of the Facility. 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.
- c. Staff/camper ratios that are based on the recommended ratios established by the *American Camp Association* are to be followed during all programs run by Licensee. Organizations which utilize the Facility and services for youth group activities are advised of the following ratios *American Camp*

Association ratios recommended for effective camper supervision:

- i. 4-5 year old day campers: 1:6; overnight campers: 1:5
 - ii. 6-8 year old day campers: 1:8; overnight campers: 1:6
 - iii. 9-14 year old day campers: 1:10; overnight campers: 1:8
 - iv. 15-18 year old day campers 1:12; overnight campers: 1:10
- d. Licensee agrees to furnish at least one counselor, age 18 years or older, who is trained in the principles of first aid, for each ten campers under 16 years of age.
 - e. Where practicable, it is recommended that there be at least two staff members with any group of campers unless they are in an area near the main lodge where other groups are around and have easy accessibility to get help in the event of an emergency.
 - f. Male and female campers are not permitted in each other's cabins.

5. Housing

- a. Camp SWONEKY will provide housing for persons attending Licensee's program, which will include bunks and mattresses but no linens. Bed linens are available for a charge of \$5.00 per person per event (with a \$30.00 fee charged in the event of damaged or lost linens). No towels are provided by Camp SWONEKY.
- b. The number of persons sleeping in any facility cannot exceed the amount of beds in that facility. For an additional cost of \$10 per person per night, a cot may be made available.

6. Health and Safety

- a. Medical supervision, treatment, and dispensing of medications for participants and attendees in Licensee's program are the responsibility of Licensee.
- b. 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 current certificate of training in the principles of first aid and age-appropriate CPR from a nationally recognized provider. Licensee must bring its own first aid supplies and equipment. Camp SWONEKY maintains a First Aid Kit in the Dining Room Kitchen.
- c. Report all accidents, injuries, and emergencies immediately to the camp leadership.
- d. Licensee's contact person 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, Licensee shall bring a form signed by the camper's parent or guardian, granting permission to seek emergency treatment.
- e. Emergency transportation is available through local emergency response groups by dialing "911". Licensee agrees to furnish non-emergency transportation.

- f. Once at the Facility, Licensee's staff and/or counselors are required to participate in a brief orientation to Camp SWONEKY's safety regulations and emergency procedures, led by the Camp Director or his designee.

7. Insurance and Indemnification

- a. Licensee must provide satisfactory evidence that it is covered under a general liability policy of insurance for the event at Camp SWONEKY, with minimum coverage of \$1,000,000.00, naming The Salvation Army and Camp SWONEKY as additional insureds.
- b. Licensee agrees to defend, indemnify and hold harmless The Salvation Army (including Camp SWONEKY) and its affiliates, past, present and future members, directors, officers, employees, agents, and independent contractors and its successors, assigns and heirs from and against any and all claims asserted or made by, and/or any damages incurred or loss suffered by, any person or entity, arising out of or in any way connected to Licensee's actions and/or failure(s) to act and/or use of the Facility.

8. Arrival and Departure

- a. Check-in time is anytime after 3pm on the day of your event. Any other check-in time must be approved by Camp SWONEKY in advance.
- b. Check-out time is 1 hour after your final meal. Any other check-out time must be approved by Camp SWONEKY in advance. An additional per person facility usage charge may apply to any group needing to use the facilities after their final meal.

9. Use Fees and Costs

- a. **Guaranteed Minimum Fee** – The Guaranteed Minimum Fee is based on the number of persons guaranteed by the Licensee at the time of booking. 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, according to the terms also stated in the Termination section of this Agreement. One week prior to your rental, you are required to contact Camp SWONEKY with your final Guaranteed Minimum (food orders and final camp/facility preparations will be based on this number). At this time, adjustments will be made to your invoice, as needed. If Camp SWONEKY does not hear from you, all food orders and final camp/facility preparations will be based on the number of persons guaranteed by the Licensee at the time of booking.
- b. **Additional Use Fees** – If more persons use the Facility than the Licensee guaranteed, Licensee shall pay to Camp SWONEKY 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, and other per person fees where applicable.
- c. **Breakage and Damage** – Licensee agrees to pay Camp SWONEKY the amount reasonably necessary to repair or replace property or equipment damaged or destroyed during Licensee's use.
- d. **Payment Terms** – Licensee shall make a 10% non-refundable deposit of the Guaranteed Minimum Fee upon making the initial reservation. Licensee shall then make an additional 25% non-refundable preliminary payment of the Guaranteed Minimum Fee 90 days prior to the event. If the preliminary prepayment is not received within that time by Camp SWONEKY, the reservation is subject to

cancellation by Camp SWONEKY. Licensee agrees to deliver the remainder of the Guaranteed Minimum Fee to a representative of Camp SWONEKY at the time of arrival at the Facility. Any exceptions to this rule must be approved by Camp SWONEKY prior to arrival at the Facility. Licensee agrees to pay interest on any unpaid approved credit balance at the rate of 1% per month (annual percentage rate of 12%).

10. Miscellaneous

- a. Camp SWONEKY shall provide bunks, 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.
- b. Licensee warrants that the person signing the Agreement has the authority to execute the Agreement on its behalf.
- c. This Agreement may be altered or amended only by the written agreement of both parties.
- d. Camp SWONEKY 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 Camp SWONEKY, 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.
- e. Licensee agrees that the total number of participants on the premises will not exceed the Facility Building Maximum capacity at any time.

11. Termination

- a. The parties may terminate this Agreement for any reason up to 90 days prior to Licensee's scheduled arrival at Camp SWONEKY. Camp SWONEKY may terminate this Agreement without any liability if Licensee fails to fulfill any of its obligations set forth under the Terms and Conditions herein. In the event of cancellation by Licensee, Licensee will be released from payment of the Guaranteed Minimum Fee provided Camp SWONEKY receives written notice of the termination no later than 90 days prior to the event. Any termination by Licensee within 90 days of the event will result in full liability for the entire Guaranteed Minimum Fee.

Please sign below, indicating your agreement to the above Terms and Conditions, and establishing the agreed upon dates, times, costs, and services Camp SWONEKY will provide during your event (as indicated on the *User Group Invoice*). Return this **entire** document to Camp SWONEKY within 2 weeks of receipt (be sure to make a copy for your records and file).

SIGNATURE OF ACKNOWLEDGEMENT

(Please return a signed copy of this form with your initial deposit)

I hereby acknowledge that I have personally read and accept all of the above policies and procedures for our group to hold an event at The Salvation Army Camp SWONEKY. Furthermore, I will assume all responsibility for making sure that all of this information is explained to each individual attending our event.

Group Name: _____ Event Dates: _____

Arrival Time*: _____ Departure Time*: _____

Leader Name: _____ Daytime Phone: _____

Cell Phone: _____ Email Address: _____

Signature of Group Leader: _____ Title/Position: _____

Date Signed: _____

*Refer to 8a and 8b on page 4 of this document regarding arrival and departure times. Please be aware that any exceptions to these policies must be cleared in advance and may incur additional fees.

SIGNATURE AND VERIFICATION OF RECEIPT

(Will be signed by a camp staff member upon receipt of this form along with your initial deposit)

Signature of Camp Representative: _____ Title: _____

Date Signed: _____