



YMCA Camp Campbell Outdoor Science School
16275 Highway 9
Boulder Creek, CA 95006
P: 831-338-2128 / F: 831-338-9486
www.ymcacampcampbell.org

Group Use Agreement

Please Read Carefully and Completely

Member Number: **62821**

Contract Sent: **2/23/2016**

To assure requested dates and facilities, this agreement must be signed and returned with proof of insurance and \$500 deposit no later than 5/2/2016.

GROUP INFORMATION:

Name of School: **Sherman Oaks Community Charter**

Address: **1800 #C Fruitdale Ave., San Jose, CA 95128**

Contact Person: **Anica Moss**

School Phone: **408-795-1140**

District: **Campbell U.S.D.**

Principal: **Will Flores**

Email: **Amoss@campbellusd.org**

School Fax: **408-341-7180**

This agreement covers **ONLY** the facilities and services stated below. Any changes will require the written consent of both parties.

First Date of Use: **2/7/2017**

Last Date of Use: **2/10/2017**

First Meal: **Tues Lunch**

Last Meal: **Fri. Brunch**

Arrival Time: **10:00 a.m.**

Departure Time: **12:30 p.m.**

ATTENDANCE:

Minimum Guarantee: **50**

Maximum Number: **70**

FEES:

Per Student: **\$285**

Per Teacher: **\$210**

Minimum Charge for use described above: **\$14250**

Camp fees include, unless otherwise specified, all meals, lodging, program fees, medical supplies, recruitment and training of volunteer cabin leaders who will provide 24 hour supervision, a Health Supervisor and other staff certified in age appropriate first aid, CPR, use of AED and group orientation to all safety and emergency procedures and regulations.

FINANCIAL RESPONSIBILITY: A non-refundable deposit of \$500 with the signed copy of this agreement by the above specified date is necessary to hold the requested dates of use and facilities. The deposit will be deducted from the final invoice. Part-time participants shall be charged accordingly to the stated rates. Partial credit will be given for meals/days missed due to student injury or illness. The final bill must be paid in full within 30 days of visit. A service charge of 1.5% per month on the unpaid balance will be added to past due balances. Applicant agrees to pay for any damage to YMCA property by any member of the group, excepting ordinary wear and tear.

GUARANTEED MINIMUM / MAXIMUM: Campbell U.S.D. is responsible for paying the per camper day fee for each of the minimum guarantee numbers listed in this agreement. Please check for accuracy. Minimums apply to full-time participants. Part-time participants and guests are not included in this total. You may not exceed your maximum without written permission from the YMCA Camp Campbell management.

INDEMNITY / INSURANCE: Campbell U.S.D. shall defend, indemnify and hold harmless the YMCA of Silicon Valley (YMCA), including its officers, directors, employees and agents, from and against any and all liability, losses, damages and expenses, including reasonable attorney's fees and costs, incurred by the YMCA which arise out of or relate to the wrongful, willful, or negligent act or omission of, its officers, directors, employees or agents, in the performance of this agreement.

The YMCA of Silicon Valley (YMCA) shall defend, indemnify and hold harmless Campbell U.S.D., including its officers, directors, employees and agents, from and against any and all liability, losses, damages and expense, including reasonable attorney's fees and costs, incurred by Campbell U.S.D., which arise out of or relate to the wrongful, willful, or negligent act or omission of the YMCA, its officers, directors, employees or agents, in the performance of this Agreement.

Campbell U.S.D. will provide documentation prior to use of the facilities naming the YMCA as "Additional Insured," at a minimum, one million dollar combined single limit liability for bodily injury, property damage and personal injury and all risk liability related to the program. The YMCA does not provide Accident/Illness insurance for participants. Each group is responsible for providing its own coverage.

I have read **BOTH** pages of this agreement and understand it to be the official agreement between the YMCA of Silicon Valley and Campbell U.S.D..

SUPERINTENDENT: _____

Signature

Date

Cancellation Policy: The school understands that cancellation or reduction of this contract is possible *ONLY* if the YMCA is able to arrange a replacement group generating comparable income. If a replacement group is arranged, then all but the non-refundable deposit will be refunded. If no arrangement is possible, the group understands it is obligated to meet the full minimum financial requirement of this contract.

Registration: All arrangements must be confirmed at least fourteen days prior to your group's arrival.

1. Applicant agrees to provide a Group Director (GD) to serve as your main contact person during the entire stay of your group.
2. The GD will work directly with YMCA personnel to insure a smooth operation for your group and provide a means of communication.
3. To comply with State Law and Insurance Regulations, the GD is requested to provide the YMCA with complete registration lists of adults and children attending camp.
4. It is understood that all youth under the age of 18 who are attending camp without the direct supervision of their parent or legal guardian need parental medical releases in order to attend. It is the responsibility of the group to supervise and manage the behavior of the participants at all times by an adult. If this person is different from the group contact person on the contract, the group must inform the program director upon arrival.
5. Applicant agrees to provide 1 school employee per 30 students to attend the entire program. This school employee must be physically and emotionally able to participate in all activities. All adults dealing with supervision of children should minimize any situations where personnel are in a one-on-one situation/interaction when out of sight of others.
6. The GD must be prepared to pay for medical services rendered at the local hospital, **IN CASH**, as the hospital is instructed not to bill the YMCA. The group will also be required to provide at least one vehicle for emergency transport.

Camp Clean Up: We take great pride in keeping our camp and its environment clean. Groups are required to leave all utilized camp areas neat and tidy prior to departure. Brooms and waste containers are provided in each housing area. The YMCA reserves the right to charge a clean-up fee if the buildings, grounds, and/or trails are littered.

Cooperation: We request...

1. All paperwork (buddy lists, health forms, liability waiver forms) must be submitted two weeks prior to your scheduled visit.
2. All groups must have at least one vehicle on site throughout the week in case of emergency. It is the responsibility of the school to transport sick or injured students if parent pick-up is not possible.
3. No smoking in any buildings. Smoking is permitted only in designated areas.
4. No alcoholic beverages may be brought on the grounds or used during your stay unless previously noted in writing by YMCA Management.
5. No drugs or drug paraphernalia may be brought on the grounds unless prescribed by a licensed physician.
6. With the exception of Guide Dogs, no pets may be brought to camp.
7. No hot plates, coffee pots, or other small kitchen appliances may be used in cabins due to fire hazard.
8. Do not remove any of the furniture from the rooms in which you find it without the consent of Camp Management.
9. All federal, state, and county laws will be enforced. The camp is not responsible in case of deviation from the laws by clients.
10. Observe camp boundaries and the right of privacy of our neighbors.
11. Quiet time in camp is from 10:00 p.m. until 8:00 a.m. Failure to comply with this ordinance (Santa Cruz County Ord. 4001) will result in a \$200 fine per neighbor complaint and \$500 for each police visit.
12. Vehicles must be parked in designated parking areas. Do not drive into the cabin areas. The speed limit in camp is 5 mph. Do not block fire lanes.
13. Passengers may not be transported in any vehicle not intended to carry passengers. All passengers must wear seatbelts.
14. No firearms, ammunition, explosives, poisons, hand or power tools may be brought to camp.

Housing and Meeting Areas: Assignments of housing, meeting, and dining facilities will be specified by Camp Management prior to your arrival. Unless otherwise agreed, Camp Management will hold the number of the bed spaces and sections of camp for the number guaranteed. The group agrees to comply with the maximum capacities of each assigned housing unit. For small groups, Camp Management reserves the right to schedule other compatible users to that section.

Food Service: For food ordering purposes, the expected meal count (whether above, at, or below the minimum guarantee) must be submitted **no later than ten (14) days before arrival**. Variation from this count in excess of 10% must be approved by the Camp Management. There are **NO** refunds for meals missed by participants.

Special Set Up / Recreational Equipment: Arrangements for use of audio-visual equipment, recreation equipment, program activities, and naturalist activities need to be made no later than ten (14) days prior to arrival. YMCA Camp Campbell Staff is responsible for running contracted activities. Groups must provide adult supervision of activity areas in addition to YMCA staff. Use of the camp pool is only possible with prior arrangement and requires proper YMCA lifeguard supervision and standards. Program subject to change based on availability.

Statement of Accessibility: All individuals are welcome to attend YMCA of the Redwoods programs and use our facilities regardless of race, religion, gender, and national origin, ability to pay or disability. If you feel you will need assistance or further information, please call our front office at 831-338-2128.

Caring Honesty Respect Responsibility