

# INSTRUCTIONS FOR USE OF POWDERFORK CAMP AND RETREAT CENTER BY OVERNIGHT USERS

## INTRODUCTION

Powderfork Camp and Retreat Center (the "Center") is the property of the Community of Christ, and is maintained by the church for the primary use of worship and outdoor fellowship. The camp is located at 199 Bald Knob Road, Bald Knob, AR 72010-9130.

Operating costs of the camp are met largely from camp rentals, while improvements are made from private contributions and appropriations from the church. The following policies and the attached schedule of fees have been carefully worked out to allow maximum use of the camp facility at the lowest possible cost necessary to maintain the camp. We welcome your use and hope that your group enjoys the Center.

## GUIDELINES FOR RESERVATION AND USE

1. Requests for reservations for overnight use are made by filing with the Center office, 199 Bald Knob Road, Bald Knob, AR 72010-9130, a Campground Use Agreement and attached Reservation of Powderfork Camp and Retreat Center form, an initial deposit of 25% of the total estimated fees indicated on that form, and a certificate of insurance as indicated in Section 2 below. A reservation request is accepted only when the Campground Use Agreement is signed by the user and the Center, and a copy signed by both parties is returned to the user. An additional deposit of 25% of the total estimated fees is due at the Center office at least fourteen days before the beginning date of your activity. These deposits will apply toward the actual rental fees and charges, if any, for cleaning, loss and/or damage. If you have any questions regarding the fee schedule, please call the Center office at 501-724-5520.
2. ***INSURANCE COVERAGE FOR THE USER'S ACTIVITIES IS NOT INCLUDED IN THE FEES.*** Because of dramatic jury awards and escalating insurance premiums in recent years, we must ask the user to provide us, with the signed Campground Use Agreement and initial deposit of 25%, a certificate of insurance evidencing the coverages and liability limits listed below. These coverages and limits must remain in effect at all times during the time that you use the Center.
  - a. **General liability insurance:** either commercial general liability or event general liability coverage with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; covering Bodily Injury, Property Damage, Personal Injury, Advertising Injury, and Products/Completed Operations; and with Medical Injury limits of \$5,000 per injury.
  - b. **Sexual abuse and molestation:** coverage with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
  - c. **Automobile liability:** coverage for owned, non-owned, and hired vehicles with a \$1,000,000 combined single limit and medical injury limit of \$5,000 per injury.
  - d. **Additional insureds:** The Powderfork Camp and Retreat Center and the Community of Christ must be named as additional insureds on each policy and certificate of insurance.

You probably already have these coverages and can therefore obtain this certificate of insurance from your insurer at no additional cost to you. We need this coverage for your participants and staff only during the period that you use the Center.

### **Additional and/or supplemental coverages and limits may be required for certain specific activities.**

3. Specific facilities must be reserved. Facilities to be used should be listed on your Reservation of Powderfork Camp and Retreat Center form. Facilities not reserved usually remain locked and may not be used without permission of the campground caretaker.
4. Groups that desire to use the camp longer than originally agreed shall arrange extensions of their use with the campground business manager, subject to the existing schedule of reservations and upon payment of the applicable fees.
5. When two or more groups are scheduled to use different sections of the camp at the same time, they shall mutually coordinate and arrange their schedules to avoid conflicts or program interruptions. Double scheduling is done only with the consent of the user(s) who have earlier contracts.
6. Swimming pool and pond use is included in the fees. The Center will not provide a lifeguard. The user must provide one lifeguard with a current Red Cross Advanced Life Saving card and/or current Lifeguard Training card for each 50 people who use the swimming pool and/or pond. Safety regulations and rules for use are posted at

the swimming pool and pond, and must be followed by all users. FAILURE TO FOLLOW RULES AND THE LIFEGUARD'S DIRECTIONS WILL RESULT IN CLOSURE OF THE SWIMMING POOL AND/OR POND. Your lifeguard staff must be present at all times while activities are taking place at the swimming pool and/or pond. Lifeguard requirements for pond activities, excluding swimming, are the same as those for the swimming pool. NO SWIMMING, WADING, OR OTHER ENTRY INTO THE WATER IS PERMITTED IN THE POND.

7. The lagoon area is out of bounds and may not be entered or used.
8. THE CAMPGROUND SPEED LIMIT IS FIVE MILES PER HOUR and must be enforced by the director of your activity.
9. The use or possession of alcohol, tobacco (in any form whether smoked or smokeless), illegal drugs (in any form), fireworks, and firearms is prohibited on the campground. Animals are not allowed at the Center.
10. Care, cleanliness, and good behavior are expected of all users. Violation of proper conduct shall be a sufficient basis to cancel any reservations.
11. Facility or arrangement problems should be referred to the campground caretaker for his assistance.

### CARE OF EQUIPMENT AND FACILITY

1. All folding and/or other chairs found in the dining hall building are to be used there only. If you need chairs other than in the dining hall, contact the campground caretaker. Please do not sit or stand on tables.
2. The Center does not furnish any recreation equipment.
3. Consent to use the grounds and its facilities, furnishings, and equipment carries with it the responsibility to take proper care of such. If loss or damage results, the campground caretaker will list it on the checkout report that is signed by the campground caretaker and the director of your activity at the end of your activity. The user will pay, in cash, for any loss or damage, in an amount determined solely by the Center and within 10 days after receiving a loss/damage reimbursement notice.
4. **CLEANING SERVICES ARE NOT INCLUDED IN THE FEES.** At check-in, the director of your activity will receive a list of **required** cleaning procedures that must be performed before you leave the campground.
5. **AT THE CONCLUSION OF FACILITY USE:** All dining hall tables and chairs are to be placed back in their racks, unless the campground caretaker gives other instructions. All floors of the facilities used, including the kitchen, must be swept or dry dust mopped and wet mopped. Carpeted areas are to be vacuumed. The kitchen area and all pots, pans, utensils, etc. must be cleaned and put back in place. During and at the conclusion of your activity, users are to collect refuse in the barrels provided or in the industrial trash bin located in back of the kitchen in the Main Building. Trash or debris must not be thrown into the pond or lagoon.
6. The director of your activity is accountable to the campground caretaker for housekeeping and cleanliness of the grounds and must report the actual attendance at your activity, return keys, and sign a checkout report with the campground caretaker before you leave the campground.
7. Air conditioners may be used in RV sites and in cabins that are wired for such use.

Revised 02-08-2008

## POWDERFORK CAMP AND RETREAT CENTER - FEES FOR OVERNIGHT USE

The following daily rate—which does not include insurance coverage, cleaning services, food, or lifeguard(s)—applies to activities that involve overnight use of the camp and includes grounds use, housing, kitchen and dining hall use, and swimming pool and pond use. The user must provide its own food, cook(s), servers, dish room workers, and cleanup crew; and one certified lifeguard for each 50 people who use the swimming pool and/or pond. There is no charge for children three years old and younger. **A minimum fee of \$750 will be charged for any overnight use of the Center from Memorial Day through Labor Day, and \$600 for any overnight use of the Center the rest of the year.**

Adults and children four years old and older                      \$15.00 per person per day

### Deposits and Insurance

The user must pay an initial deposit of 25% of the total estimated fees and provide a certificate of insurance when it submits its signed Campground Use Agreement to the Center office, and pay an additional deposit of 25% of the total estimated fees at least 14 days before its activity begins. Checks should be made payable to: **Powderfork Camp and Retreat Center.**

### Refund Policy

The user will be entitled to the following refund of its deposit(s), provided that the Center office receives actual written notice that the user is canceling its use of the Center:

Notice received at least 90 days before use:	90% refund
Notice received 60 to 89 days before use:	50% refund
Notice received less than 60 days before use:	NO REFUND

# Community of Christ

Contract No. 2008-\_\_\_\_\_

## Campground Use Agreement – Overnight Use

This Campground Use Agreement ("Agreement") is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2008, between the Powderfork Camp and Retreat Center ("Lessor"), and \_\_\_\_\_ ("Lessee").

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

1. **PROPERTY.** Lessor hereby rents to Lessee, and Lessee hereby rents from Lessor, the portions of the premises known as the Powderfork Camp and Retreat Center located at 199 Bald Knob Road, Bald Knob, Arkansas 72010-9130 ("Property") as indicated in Exhibit A, which is attached hereto and incorporated herein by reference. Lessor shall have use of the Property at all other times and may permit its concurrent use by other parties at its discretion. Lessee shall take the Property in "as-is condition."

1.1 Lessor, or its agents, shall be permitted to enter the Property at any time during the term of this Agreement to carry out necessary maintenance work on the Property, to inspect the Property, and/or to prepare the Property for subsequent users.

2. **FEES.** Lessee shall pay Lessor the fees indicated in Exhibit A and in this Agreement for its use of the Property ("Fees"). Lessee shall pay Lessor, at the time it submits this Agreement to Lessor for execution, a deposit of twenty-five percent (25%) of the Fees; and, not later than fourteen (14) days before the beginning date of its activity indicated in Exhibit A, an additional deposit of twenty-five percent (25%) thereof. Lessee shall pay Lessor the balance of the Fees within ten (10) days after the end of its use of the Property. Lessee shall be entitled to the following refund of its deposit(s) if Lessor receives actual written notice from it that it has canceled its use of the Property: ninety percent (90%) if Lessor receives notice at least ninety (90) days before the beginning date indicated in Exhibit A; fifty percent (50%) if Lessor receives notice sixty (60) to eighty-nine (89) days before; and none if Lessor receives notice less than sixty (60) days before.

2.1 Lessee agrees to report the number of people who have actually used the Property to the Lessor prior to leaving the Property. If the number of people reported exceeds that indicated in Exhibit A, Lessee will pay Lessor the fees stipulated therein for each additional person within ten (10) days after the end of its use of the Property. If the number of people reported is less than that indicated in Exhibit A, Lessee will pay Lessor the fees stipulated therein for each person who has actually used the Property.

2.2 Lessee's deposit(s) shall be applied to the Fees (including all fees to be paid pursuant to Sections 2 and 2.1 of this Agreement, all charges for cleaning pursuant to Section 4 of this Agreement, and all charges for loss and/or damage pursuant to Section 4.1 of this Agreement). Any unused portion of the deposit(s) will be refunded to Lessee after the Fees are paid in full.

3. **CAMPGROUND RULES.** 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 Property. Animals are not allowed on the Property. Lessee shall strictly enforce these prohibitions for its employees, agents, members, and all other persons who may be directed by, responsible to, or under the supervision of Lessee ("Users").

3.1 Lessee agrees to enforce any and all campground or event-specific rules, regulations, and guidelines. In the event that the Lessor calls violations of these rules, regulations, or guidelines to the attention of the Lessee, Lessee shall promptly take appropriate remedial action as required by the Lessor, which may include termination of this Agreement.

3.2 Lessee agrees to enforce all safety regulations and rules posted at the swimming pool and pond. Failure to do so will forfeit Lessee's right to use the swimming pool and/or pond. Lessor will not provide a lifeguard. Lessee agrees to provide one (1) person with a current Advanced Life Saving and/or Lifeguard Training card for each fifty (50) people who use the swimming pool and/or pond. Lessee's lifeguard staff must be present at all times while activities are taking place at the swimming pool and/or pond. Lifeguard requirements for pond activities, excluding swimming, are the same as those for the swimming pool. No swimming, wading, or other entry into the water is permitted in the pond.

3.3 Lessee will provide all staff necessary to conduct Lessee's activity on the Property, to direct, supervise, and control all Users, and to perform the Lessee's obligations under this Agreement.

4. **CONDITION OF THE PREMISES.** Lessee shall clean and return the Property, facilities, furnishings, and equipment to the same condition and arrangement they were in prior to its use thereof. In the sole discretion of the Lessor, Lessee shall pay an additional charge of Fifteen Dollars (\$15.00) per hour if any cleaning of the Property, facilities, furnishings, or equipment is necessary. This charge, if any, will be added to the Fees and paid to the Lessor as provided in Section 2 of this Agreement.

4.1 If any loss or damage, other than reasonable wear and tear, occurs to the Property, facilities, furnishings, or equipment during use by the Lessee or any User, Lessee agrees to pay, in cash, an additional charge for the loss or damage caused, in an

amount to be determined solely by the Lessor and within ten (10) days after receiving a loss/damage reimbursement notice. This charge, if any, will be added to the Fees and paid to the Lessor as provided in Section 2 of this Agreement.

4.2 Lessee agrees that all personal property that it or any User may bring upon the Property shall be at their sole risk, and that the Lessor shall not be liable to the Lessee or any User for any loss of or damage to such property.

5. **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.

5.1 In the event Lessee's use of the Property as indicated in Exhibit A shall be delayed, hindered, or prevented 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 any other cause beyond the Lessor's control, then this Agreement shall cease and terminate, the Lessee shall receive a complete refund of its deposit(s), if any, and the Lessee shall have no further claim against the Lessor, whether for breach of this Agreement or otherwise.

5.2 If by mistake two or more use agreements are executed for the same rental period and facilities and the Lessor fails to obtain the prior written consent of the Lessee with the earlier dated use agreement, the Lessee with the earliest dated use agreement shall be entitled to use the facilities per its use agreement and the Lessor shall make reasonable efforts to accommodate any Lessee with a later-dated use agreement. If the Lessor is unable to relocate said Lessee to Lessee's satisfaction, Lessor shall refund said Lessee's deposit(s) in full, and said Lessee shall have no further claim against Lessor, whether for breach of this Agreement or otherwise.

6. **INSURANCE.** Lessee agrees to provide health and accident insurance for all Users while at the Property. In addition, any Lessee which is not an affiliate of or officially sponsored by the Community of Christ agrees to provide the Lessor, no later than fourteen (14) days prior to the beginning date of activity indicated in Exhibit A, a certificate of insurance for the following coverages: (a) either commercial general liability or event general liability coverage with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; covering Bodily Injury, Property Damage, Personal Injury, Advertising Injury, and Products/Completed Operations; and with Medical Injury limits of \$5,000 per injury; (b) sexual abuse and molestation coverage with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and (c) automobile liability coverage for owned, non-owned, and hired vehicles with a \$1,000,000 combined single limit and medical injury limit of \$5,000 per injury. The Community of Christ and the Powderfork Camp and Retreat Center must be named as additional insureds on each policy and certificate of insurance, and the coverages and limits indicated above must remain in effect at all times while the Lessee uses the Property.

7. **INDEMNIFICATION.** Lessee hereby covenants and agrees to and does hereby indemnify, defend and hold Lessor and its affiliates (including Community of Christ), and their 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 this Agreement, including without limitation (a) 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 (b) any claim involving any alleged criminal act or violent behavior, including child molestation.

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

8. **TIME AND PERFORMANCE.** Time and performance are of the essence of this Agreement and Exhibit A.

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

POWDERFORK CAMP AND RETREAT CENTER	
(Signature)	(Signature)
(Print Name)	(Print Name)
(Date)	(Date)
(Title)	(Title)

**EXHIBIT A  
RESERVATION OF POWDERFORK CAMP AND RETREAT CENTER – OVERNIGHT USE**

Group Making Reservation: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Numbers: (Home) \_\_\_\_\_ (Work) \_\_\_\_\_ (Cell) \_\_\_\_\_ (Fax) \_\_\_\_\_

Activity Director: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Numbers: (Home) \_\_\_\_\_ (Work) \_\_\_\_\_ (Cell) \_\_\_\_\_ (Fax) \_\_\_\_\_

Facilities To Be Used: \_\_\_\_\_

Activity (**please be specific and attach a copy of your schedule of activities**): \_\_\_\_\_

\_\_\_\_\_

Beginning Date of Activity: \_\_\_\_\_ Ending Date of Activity: \_\_\_\_\_

Hour of arrival: \_\_\_\_\_ a.m./p.m. Hour of departure: \_\_\_\_\_ a.m./p.m.

Use of 24 hours or less constitutes one day, e.g., 12:00 noon to 11:59 a.m. the following day. Use of more than 24 hours constitutes two days, e.g., 12:00 noon to 5:00 p.m. the following day.

Estimated fees (indicate the total number of people who are expected to use the Powderfork Camp and Retreat Center, including staff; if the number of people who actually use the Center exceeds this number, the fee stated below will be paid for each additional person). **A minimum fee of \$750 will be charged for any overnight use of the Center from Memorial Day through Labor Day, and \$600 for any overnight use of the Center the rest of the year.**

\_\_\_\_\_ persons age 4 and older @ \$15.00 per person per day, food not included

Total Estimated Fees: \_\_\_\_\_

Lessee must provide the food, cook(s), servers, dish room workers, and cleanup crew for all meals. **THE ABOVE FEES INCLUDE SWIMMING POOL AND POND USE BUT NOT INSURANCE COVERAGE, CLEANING SERVICES, FOOD, OR LIFEGUARD(S).**

Deposits: First 25% (due with Agreement): \_\_\_\_\_ Second 25% (due at least 14 days before the activity): \_\_\_\_\_

Swimming Times: \_\_\_\_\_

Number of swimmers: \_\_\_\_\_ Name(s) of Lifeguard(s): \_\_\_\_\_

Person(s) in charge of playground recreational activities: \_\_\_\_\_