



# CALIFORNIA LIONS CAMP USE AGREEMENT

This agreement is made by and between California Lions Camp, Inc., a California non-profit corporation and \_\_\_\_\_, called User

(EIN non-profit # \_\_\_\_\_), and sets forth the terms and conditions by which the Rental Group described below shall be permitted to use the camp facilities located at 45895 Hwy. 49, Ahwahnee, California. 93601

Name of Rental Group: \_\_\_\_\_

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

Person Responsible: \_\_\_\_\_ Telephone: \_\_\_\_\_

Rental Period: Beginning: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ : \_\_\_\_\_ a.m./p.m.  
Ending: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ : \_\_\_\_\_ a.m./p.m.

Number of Adults: \_\_\_\_\_ Number of Children: \_\_\_\_\_

## 2. Facilities:

- |                             |                                   |
|-----------------------------|-----------------------------------|
| A. Kitchen and Dining Hall  | E. First Aid House                |
| B. All Sleeping Cabins      | F. Swimming pool and Picnic Area  |
| C. Craft Cabin              | G. All Sports Fields              |
| D. Program Director's Cabin | H. Lake – Canoes and life jackets |

## 3. A Turn-Key Food Preparation Service is Available.

Discuss your Needs with Kimberlie Alcoriza, Rental Chairman 209-712-8431

## 4. Fees – Rental Group Minimum – Deposits - Check In/Out Times:

User shall pay to California Lions Camp as follows:

- A. The daily rate is \$25.00 per person. There will be no charge for children 5 and under. All children must be supervised by parents or other family members at a ratio of 2 children per adult attendees.
- B. A minimum rental group is 50 people. The "daily rental" will begin at 3:00 pm on the date of arrival and continue on a daily basis through 10:00 am on the ending date of the rental. Check-in Time is no earlier than 3:00 pm on the date of arrival. Check-out time is no later than 10:00 am on the ending date of the rental. Failure to check-out at the proper time will result in a pro-rated deposit refund, or a complete loss of the deposit.

- C. A non-refundable deposit of 50% of the rental fee is to accompany this executed Use Agreement. Also include a separate \$500.00 check, which will be a refundable cleaning deposit and returned to the User after the ending date of the rental and inspection of the premises. A deduction will be made for any damage or loss to buildings and equipment or excessive cleaning required. The remaining 50% of the rental is due and payable on the first day of the rental period.
- D. No animals are allowed, with the exception of Credentialed Seeing Eye or Service Dogs without prior approval.

5. Use of Facilities.

- A. Swimming Pool and Lake. The swimming pool may be used only under the supervision of a certified aquatics instructor. Certification (Boy Scouts, Red Cross or YMCA) must be documented prior to use. The lake may be used only if deemed safe by California Lions Camp and only under the supervision of a person who has watercraft safety certification. The only approved apparel for the swimming pool are swimming suits. Cut-off jeans or pants will not be permitted.
- B. Athletic equipment to be provided by User; i.e. balls, bats, nets, etc.
- C. Other equipment and Facilities. User agrees to pay for replacement or repair (at option of California Lions Camp) of all lost balls, bats, nets, bows and arrows or damaged equipment (includes kitchen – pots, pans, silverware, etc.) and facilities at the camp that were lost or damaged during the use period.
- D. Parking. All vehicles will be parked only in the designated parking areas.
- E. The Challenge Course is not part of this agreement and will be handled in a separate agreement.

6. Insurance.

All Renters are REQUIRED to provide Certificates of Insurance evidencing compliance with the following insurance requirements. Certificates of Insurance must be signed by an authorized insurance representative. NO USE of the facility shall commence until acceptable certificates are on file with California Lions Camp.

- A. Renter shall, at its expense, procure, carry and maintain in force the insurance during the rental period. This insurance shall include but not be limited to the following coverages:
  - 1. Comprehensive General Liability including premises and operations liability, contractual liability, personal injury, and broad form property damages with watercraft endorsement (if necessary). All coverage shall be on an occurrence basis.
  - 2. Workers Compensation and Employer's Liability insurance as required by applicable law and regulation or statute.
  - 3. Business Automobile Liability including owned, hired and non-owned Automobile coverage.
- B. Policy Limits:
  - 1. Comprehensive General Liability  
\$1,000,000 Per Occurrence Limit - \$2,000,000 Aggregate Limit
  - 2. Workers Compensation  
Statutory Limits (\$1,000,000 / \$1,000,000 / \$1,000,000)
  - 3. Business Automobile Limit  
\$1,000,000 Combined Single Limit

- C. The following paragraph must be included on the Certificates or be included as an attachment to the Certificates and the policy contain the following provisions:

“California Lions Camp and its officers, employees, and volunteer workers shall be named as Additional Insured. Such insurance as is afforded by this policy for the benefit of California Lions Camp shall be primary insurance as respects any claims, losses, or liability arising directly or indirectly from the renters operations and any other insurance maintained by California Lions Camp shall be excess and not contributory with the insurance provided hereunder”

1. Such insurance shall not contain any exclusionary language or limitations that are applicable to the additional insured that are not applicable to the named insured.

- D. All Renters agree to hold California Lions Camp harmless for any and all claims or suit arising out of the use of California Lions Camp (including equipment and facilities) during the rental period.

**Certificates must indicate the coverage and limits noted above and are to be mailed or emailed to:**

**Kimberlie Alcoriza, Rental Chairman**  
**PO Box 159**  
**Ahwahnee, CA 93601**

**Email: [kim.alcoriza@camppacifica.org](mailto:kim.alcoriza@camppacifica.org)**

**\*For clarification on any of the insurance requirements or help providing the necessary coverages please contact:**

**Dan Borba, Insurance Chairman**

**Email: [danb@westernvalley.com](mailto:danb@westernvalley.com)**

7. Hold Harmless. User shall hold harmless, defend and indemnify California Lions Camp from any claim, demand or suit arising out of the use of California Lions Camp (including equipment and facilities) during the use period.
8. Personnel.
  - A. California Lions camp shall provide 2 Caretakers designated by the board to provide routine maintenance and to assist User with the facilities.
  - B. User shall provide a sufficient number of adult supervisors to adequately supervise the campers. User shall also provide its own first-aid and nursing care, food service staff and housekeeping staff and a Certified Aquatics Instructor.
  - C. This is a Smoke Free Facility – There is no smoking on the premise with the exception of the designated smoking areas.
  - D. In case of a fire, medical emergency, police responder or camp evacuation, rental group is responsible for calling 911 and also notifying camp caretaker.
9. Termination. User shall have the right to terminate the Use Agreement only on the following terms and conditions:
  - A. In the event that User, in its sole discretion, is unable to fulfill its obligations hereunder, User shall have the right to terminate this Use Agreement by giving California Lions Camp written notice thirty (30) days prior to the Beginning Date

- as set forth at the beginning of the USE Agreement. In the event of termination of the USE Agreement, the non-refundable 50% deposit will not be returned to the user.
- B. Upon such termination, User and California Lions Camp shall be released from any further obligations under the terms of this Use Agreement.
  - C. In the event that User does not exercise its right to terminate as set forth herein, User's obligations under the Use Agreement shall continue in full force and effect.
10. "In the event that California Lions Camp is delayed or prevented from performance of its obligations under this Use Agreement by reason of Acts of God, fire or other destructions, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations, or any other cause without the fault and beyond the control of California Lions Camp, then California Lions Camp shall be excused from the performance under the terms of this Agreement. In such event, the User shall be entitled to the return of its deposits or User may reschedule its use of the California Lions Camp, with the approval of California Lions Camp, and all User's deposits shall be retained in accord with the Use Agreement".

Dated \_\_\_\_\_, 2017/2018 \_\_\_\_\_  
User

Dated \_\_\_\_\_, 2017/2018 \_\_\_\_\_  
California Lions Camp

Kimberlie Alcoriza, Rental Chairman  
P.O. Box 159  
Ahwahnee, CA 93601

kim.alcoriza@camppacifica.org  
209-712-8431 559.641.2951 (fax)