

USER AGREEMENT FOR LUTHERCREST BIBLE CAMP & RETREAT CENTER
TERMS AND CONDITIONS - PLEASE READ THOROUGHLY

*Rules for acceptance and participation in programs at Luther Crest are the same for everyone without regard to age, race, color, religion, sex, handicap or national origin. A copy of this User Agreement and all Policies and Procedures will be made available for all groups.

1. Description of Premises - Luther Crest agrees to permit the 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 Luther Crest expressly excludes by so notifying the User Group's representative upon his/her arrival at the Facility.

2. Food Service - Luther Crest shall provide meals as specified on the Retreat Contract in accordance with a Guarantee of the number of diners furnished to Luther Crest **at least 4 business days in advance** of the service of the first meal. The User Group may not use the licensed kitchen in the Dining Hall for food preparation. If the User Group prepares its own food either in the Fireside Retreat, Mini Retreat and/or the Adult Retreat Centers, the group assumes all responsibility for any foods prepared, and for all activities incident to their preparations, and shall hold Luther Crest (staff, board, corporate members) harmless from any and all liability therein. User group agrees to assist with supervision over the use of the dining facilities.

3. Use of Premises and Schedule - 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. User Group shall notify Luther Crest of the nature of its program and shall promptly supply Luther Crest with information concerning the program upon request by Luther Crest. Luther Crest prohibits hunting, fireworks, firearms, ammunition and explosives at the Facility. The use of gasoline, flammables, poisonous substances and hand and power tools are restricted. Prior authorization from the Site Director must be obtained. **The use of alcohol is prohibited while any youth are present at the Facility**, and is only allowed by adults 21 years of age and older and with advance permission from the Luther Crest Site Director. **Smoking is permitted in designated outdoor areas only.**

No one shall use the beach and lake unless a qualified lifeguard is supervising the area. Luther Crest shall, in its sole discretion, determine the minimum qualifications for said lifeguard, which will generally be a minimum of a Red Cross Lifeguard Certificate. Either Luther Crest shall hire the lifeguard (if available) to be used and charge the appropriate fee to the User Group, or the User Group shall furnish to Luther Crest a copy of the lifeguard certificate of the person they choose. The beach and the lake are generally available from Memorial Day weekend through Labor Day weekend, weather and maintenance permitting. Availability at other times is at the discretion of the Site Director, and is subject to change.

If User Group would like to use the Challenge Course or requires other specialized program assistance, Luther Crest will provide appropriately trained staff at an additional charge. Arrangements for use of the Challenge Course, worship leading, and Creation Stewardship activities should be made at least one month prior to the User Group's event.

4. Utilities - Luther Crest shall provide water, electricity, and garbage disposal without charge to the User Group.

5. Maintenance - Luther Crest shall maintain the Facility in good condition and repair and shall provide janitorial services to the premises and buildings. Luther Crest shall provide beds, mattresses 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. There may be a charge for any damage or defacement done to Luther Crest property by the User Group.

6. Health and Safety -

- A. Luther Crest does not provide medical supervision, treatment, maintenance or dispensing of medications for User Group campers. These responsibilities belong to the User Group. Luther Crest agrees to provide an orientation to staff, families and user groups concerning all emergency procedures and reporting requirements upon arrival.
- B. User Group is advised to furnish (a) qualified adult(s) 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/AED from a nationally-recognized provider. Luther Crest has basic first aid supplies available, refer to item A (above) regarding first aid responsibility; User Group must furnish any specialized supplies and equipment.
- C. User Group's contact person is advised to bring and have available at all times a current list of participants that includes: names, addresses, emergency contact information, and known allergies or health conditions. Also User Group should have, for each participant (camper and staff member) under the age of 18 and not accompanied by their parent or guardian, a signed form granting permission to seek emergency treatment.

A sample permission form is printed below:

Emergency Authorization: In the event that I cannot be reached in an EMERGENCY, I hereby give permission to the physicians selected by _____ to hospitalize, secure proper treatment for, and to order injection, anesthesia, or surgery for my child named above.

Parent/Guardian Signature

Date

- D. User Group agrees to furnish at least one counselor, age 18 years or older, for each ten campers under 16 years of age. It is recommended that User Group establishes and follows appropriate screening policies for all User Group staff with responsibility for or access to campers. **Youth must be under adult supervision at all times.** Regarding all persons who have contact with youth coming to Luther Crest, the Use Group is advised to screen via the National Sex Offender Public Website www.nsopw.gov and is advised to require a signed voluntary disclosure statement.
- E. Emergency transportation is available through local emergency response groups by dialing 911. User Group agrees to furnish non-emergency transportation.
- F. User Group will prohibit smoking except in designated outdoor areas and shall warn all persons of the hazards of indiscriminate smoking at the Facility. Open fires may be built only in the campfire areas for which permits have been secured, and with prior permission from Luther Crest staff. It is understood that both Luther Crest and User Group must comply with all lawful orders of the appropriate fire control officials.
- G. Use of vehicles at the Facility is restricted to roads and parking areas designated by the Site Director. Posted speed limits shall be obeyed, especially on the camp road leading to and from County Road 11.
- H. Once at the Facility, the User Group is required to participate in a brief orientation to Luther Crest's safety regulations and emergency procedures led by the Retreat Host or designee.

7. Use Fees and Costs

- A. When User Group contacts Luther Crest's Retreat Coordinator about securing a date for an event, the Retreat Coordinator will send the User Group a Retreat Contract indicating, retreat dates and the deposit amount, which shall be 25% of the estimated total. A deposit must be received within one month of reserving a date. **Any Event without its deposit and contract returned by its due date WILL BE CANCELLED and the deposits are non-refundable.**
- B. A Guaranteed Minimum Fee is based on the number of persons guaranteed by User Group four business days prior to arrival. This amount may be charged to the User Group even if fewer people use the Facility.
- C. Additional Use fees - If more persons use the Facility than the User Group guaranteed, the User Group shall pay Luther Crest an additional fee, representing any 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.
- D. Breakage and Damage - User Group agrees to pay Luther Crest the amount reasonably necessary to repair or replace property or equipment damaged or destroyed by User Group during the User Group's use of the Facility.
- E. Payment Terms - User Group agrees to deliver prompt payment in full to Luther Crest upon receipt of the invoice sent following their Event. Exceptions must be approved by Luther Crest prior to arrival. User Group agrees to pay interest on any unpaid balance at the rate of 1% per month (annual percentage rate of 12%) beginning three months from the date of invoice.
- F. **Cancellation Policy** – User Group may re-book an Event one time within 1 year of its previously scheduled Event (excluding May through August, when summer camp is in session). Any received deposit from the cancelled Event will be applied to the re-scheduled Event. If User Group is unable to re-schedule in the designated timeframe, the deposit will be non-refundable.
- G. **Contract Termination by Luther Crest** - Luther Crest may terminate this Agreement without any liability upon 10 days prior written notice to User Group if upon a determination by Luther Crest, in its sole and exclusive judgement, that the requirements of the State Fire Marshall, the Dept. of Public Health and Safety or any statute, rule or regulation of any federal, state or local body, imposes undue requirements or hardship on Luther Crest. In the event of cancellation by Luther Crest because of the above mentioned reason, the User Group will be notified in writing and will receive a full refund for all deposit.

8. Liability for Injury to Persons or Property

- A. User Group agrees to supervise and to assume full control and responsibility for any persons, entities or things other than Luther Crest personnel or property who/which are, for any reason, on the Facility by reason of User group's program or use of the Facility.
- B. User Group agrees to defend, indemnify, and hold harmless Luther Crest 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 any harm and/or claim made by any third party arising out of or in 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 purposes of this section, "any persons" 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. This Agreement may be altered or amended only by agreement of both parties.
- B. Luther Crest reserves the right to require that the User Group remove from the Facility any persons in, or in any way connected with, User Group who, in the sole opinion of Luther Crest personnel, are creating a disturbance or who are otherwise disrupting 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 persons from said Facility.
- C. User Group agrees that the total number of participants on the premises will not exceed the Facility Building Maximum at any time.

Please sign the enclosed Retreat Contract indicating agreed-upon dates, times, costs and services Luther Crest will provide, and return it to Luther Crest within 14 days, along with the deposit indicated on the Retreat Contract.