

info@campmccumber.com

530-474-4896

www.campmccumber.com

2023 Camp McCumber Rental Agreement

Name of Group: _____ Requested Dates of Use: _____ to _____

Duration of Use: Estimated S	Size of Group:	
Kitchen: 🗌 Camp Provided Meals	Self Cook/Kitchen Use	🗌 No Kitchen Use
Fees: Booking Fee: \$	Due:	Received:
Damage/Cleaning Deposit: \$	Due:	Received:
50% Estimated Rental Fee: \$	Due:	Received:
Rental Fee: \$	Kitchen Use Fee: \$	Staff Night: \$
Extra Meals: \$	Alternative Diets \$ (\$2	20week-\$5day/person)
Other Charges: \$		

Total Estimated Rental Fee: \$_____

1. Schedule of Rental Contract

Camp McCumber Corporation, a nonprofit in Shasta County, California, (hereinafter called the "Landlord") agrees to rent the camp facilities and equipment to the group named above (hereinafter called the "Renter," "you," "yours") according to terms and conditions that require your adherence to camp policies and State regulations listed below and in more detail in the camp use handbook.

The arrival of staff will take place on, at	
Meal(s) for staff before campers: No. of staff meals:	_
The arrival of campers will take place on, at	
First meal for full camp (check one): 🗌 Breakfast 🛛 Lunch	Dinner
The departure of campers will take place on, at	
Last meal for full camp (check one): 🗌 Breakfast 🛛 Lunch	Dinner
The departure of staff will take place on <u>,</u> at	
Meal(s) for staff after campers leave: No. of staff meals:	

The Camp Director or designee is to arrive at camp one hour prior to campers or staff for walk-through. Campers are not to enter the camp premises before arrival time or remain after departure time for staff as listed above without the explicit written permission of the Camp Managers.

2. Rental Fees, Payment Schedule, and Insurance

The Renter (Camp Group) agrees to pay the Landlord (Camp McCumber) the following amounts:

- a. The Camp Group (Renter) shall pay the non-refundable Booking Fee at the time of reservation and receipt of booking fee invoice. Your requested dates will be confirmed upon receipt by Camp of the Booking Fee and signed Camp Rental Agreement. Upon completion of your scheduled camp rental, the Camp will credit the booking fee against the final billing. The booking fee is non-refundable.
- b. The Renter is required to pay a refundable cleaning/damage deposit. This deposit is due 30 days prior to camp use and simultaneously with the 50% projected rental payment. The Camp Manager with your Camp Director or designee shall make a complete inspection of camp facilities and equipment before your final departure to determine cleaning and damage costs. If there are no damages and the facility is left in clean condition, the cleaning/damage deposit will be credited against the final billing.
- c. The Renter will pay a minimum of 50% of the projected rental balance as stated on the first page of this agreement a minimum of 30 days prior to camp use. This 50% rental payment will be forfeited if you cancel within fifteen (15) days of the rental date.
- d. With this payment, the Renter must include *its* \$1,000,000 General Liability Certificate of Insurance naming <u>Camp McCumber Corporation AND Pacific Gas and Electric Company</u> as additional insured parties together with a written obligation from the Renter's carrier to provide the Landlord ten (10) days written notice of the cancellation or modification of the Certificate of Insurance. The Renter will make sure that swimming and boating are not excluded by this coverage. The camp must be named as an "additional insured" against sexual and physical abuse by your staff, and that any additional insurance riders for special activities (i.e., archery) are included. Your group will not be allowed entry to the premises if the Landlord does not have this Certificate of Insurance on file.
- e. The final adjusted payment for rental of the camp is due within ten (10) days of receiving the final invoice. The Landlord's Camp Managers or Board Treasurer will mail, within 5 days of departure, a final invoice consisting of the remaining 50% of the rental fee, plus any adjustments for cleaning/damage, additional campers, guest meals, etc. Final rental payments not received within twenty (20) days after the last day of use shall be subject to and charged a late fee of 10% of the balance due immediately and an additional 10% for each thirty (30) day period beyond that. You may receive a follow up bill and/or telephone calls and e-mails regarding any past due balance.

3. Facilities Requested for Rental Use

The property rented by this agreement includes the use of the real property commonly known as Camp McCumber. The list of facilities and features of the camp below are included in the rental agreement for your use during your contracted stay, unless noted below. *Note: the following facilities at camp are not available for rent or use: the Camp Managers' residence, office cabin A, the shop, the paint shed, the boat house, the pump house or any of the storage sheds.*

Rent includes charges for electricity, propane, water, and sewer utilities, trash pick-up, and the services of the camp maintenance staff and daily custodial care of the restrooms. Sleeping dormitories include beds, bunk beds and mattresses.

Rental includes facility use of:

Dormitory Cabins 1 thru 10 (New Town)	Dormitory Cabins 11 thru 15 (Old Town)
Dining Hall, including tables and seating	Barbeque Pit with wood and picnic tables
Director's Cabin, one sleeping room	Nurses Cabin, with kitchenette, bathroom & 2 bedrooms
Recreation Hall	Staff Cabins B, C and D
Small Restroom	Large Restroom with showers
Amphitheater / Chapel Area with fire pit and wood	Drinking fountains, craft sinks and water spigots
Basketball, volleyball, tetherball area	Playfield and disc golf course
Horseshoe, ping pong and shuffleboard areas	Limited access to camp phone system (for safety and camp business only)

Please indicate any of the following facilities you plan on utilizing:

- RV hook up sites (4 available with water, sewer, and 30-amp maximum electric services and 2 available with water and electric only)
- Dining hall and kitchen use outside mealtimes must be approved by Camp Managers on each occurrence.
 - SELF COOKING CAMPS: Use of kitchen area, designated storage areas (dry, refrigerator, freezer), use of ovens, stoves, dishwasher, dishes, cutlery, serving dishes and utensils for your use when you are preparing your own group's meals.
 - Restricted use of the restrooms/showers attached to the kitchen building for use of your camp staff and kitchen staff who are age 18 or older. Camp McCumber kitchen staff and camp staff have priority use of these facilities even during your use. In no case are minors under 18 to use these facilities.
 - If swimming is included as an insured activity in the **Renter's Certificate of Insurance**, and if the **Renter provides its own certified lifeguard**: Use of the swimming beach, dock, life preservers, and waterfront equipment cabana.
 - If boating is included as an insured activity in the **Renter's Certificate of Insurance**, and if the **Renter provides its own certified lifeguard**: Use of the canoes, row boats, life preservers and paddles.
 - Archery is a special activity and **must be listed as an insured activity in the Renter's Certificate of Insurance**, and if the **Renter provides its own trained instructor and equipment**: Use of the archery area.

4. Legal Responsibilities of the Rental Group

Camp McCumber Corporation offers a group camping facility with limited employed management staff. The Camp has NO health supervisor, NO lifeguard, NO archery instructor, and NO program staff. Camp McCumber Corporation offers the physical facilities to your group, and your group, as the Renter and camping program provider, is required by California Law and Regulations to comply. Some important compliance requirements are listed below. Attachment "A" to Handbook for Rental Groups was provided by the Shasta County Health Department to assist with your compliance. *Family overnight reunions of less than 75 persons, all adult overnight groups and day use only groups are exempt from (a) and (b) below.*

Please initial your acknowledgment of each requirement.

- a. _____ Health Supervision, California Code of Regulations, Title 17, Article 8, Section 30750 The Renter is responsible for the following:
 - A designated Health Supervisor who is present continuously when campers are present.
 - Each member of the Rental group under age 18, must bring a **Personal Health History** to camp which includes: health conditions, allergies, medications, activity restrictions and immunization record.
 - Each member of the Rental group under age 18, not accompanied by a parent or legal guardian for the full length of the rental use, must have a **parent-guardian signed Emergency Medical Release Statement** on file with the Camp Director or designee.
 - The group's Health Supervisor must conduct a Health Screening of all campers of the rental group within 24 hours of arrival.
 - Each Rental group must have a **physician on staff or have an** "**on call**" **procedure** to reach a physician. (Medical contact phone numbers are posted in the Nurses cabin.)
 - The Health Supervisor must have an **established place and procedure for dispending medication**. Medications should be in the original pharmacy container with proper dispensing instructions. Medications must be secured. (The Nurses cabin provides a place for dispensing and a locking cabinet for medications.)
- b. _____ Staff Background Checks, California Code of Regulations, Title 17, Article 8, Section 30751

The Renter must complete a background check on its Director, all staff, and counselors.

- c. <u>Compliance with Law</u>: The Renter agrees not to commit, permit, or maintain the commission of a nuisance defined in section 3749 of the California Civil Code. The Renter further agrees to comply with, at its own cost and expense, all statutes, ordinances, regulations, and requirements of all governmental entities, Federal, State, County or municipality relating to the Renter's use and occupancy of Camp McCumber, whether such statutes, ordinances, regulations, and requirements be now in force or hereafter enacted. The judgment of any court of competent jurisdiction, the arrest of an adult staff member of the Renter's group, or the admission by the Renter of any violation of the same will be grounds for immediate termination of this rental contract by the Landlord and forfeiture of all contracted fees to the Landlord.
- d. <u>Hold Harmless</u>: The Renter agrees to indemnify and hold the Landlord, and all officers, Directors, employees, and agents and the property of the Landlord free and harmless from any and all claims of liability, loss, damage, or expense resulting from the Renter's occupation of camp and use of camp facilities and for negligence or non-compliance with the law.

5. Your Responsibility to Follow Camp McCumber Rules and Policies

Camp McCumber Corporation requires all rental groups to follow its rules and regulations. Refer to the Camp McCumber Renters Handbook (<u>www.campmccumber.com</u>). It is your responsibility as the Renter to know and follow these rules and policies and to educate ALL STAFF and CAMPERS on the rules and policies. Failure to do so may result in penalties including, but not limited to, early termination of your group rental, subsequent legal action or claim, and denial of future use. Some important rules are summarized here:

Please initial your acknowledgment of each requirement

- a. <u>Protect People:</u> You must manage, control, supervise and provide for the safety of all the persons in your group on the camp property and in their use of the property. You must control visitors to your group, especially non-custodial parents. At no time should Campers be left alone without supervision nearby.
- b. <u>Protect Property:</u>

You must treat camp property with respect. If you leave camp in the same condition that you found it upon arrival, you will have your cleaning/damage deposit refunded. Your Camp Director or designee must arrive one hour in advance of Campers and Staff to accompany the Landlord's agent on a walk-through of camp facilities and must stay after Campers have left for a final inspection. The Condition of the facility will be noted on the "Check-In – Check Out" form. Encourage your group members to clean up, pick up, and use all property with respect. The Renter agrees to surrender the camp in as good a condition as when the Renter took possession of it.

- c. <u>Parking:</u> All vehicles must be parked in the designated public parking lot.
- d. <u>Telephone:</u>

There is no public pay phone in camp and cell phone reception is minimal and unreliable. Personal use of cell phones in your group is under your discretion. Use of the camp phone system is for your groups safety and protection only. Contact your Camp Director for telephone access. Make collect or phone card calls for personal use. Long distance calls not made by Landlord employees and other extraordinary phone charges during your rental period will be billed to you.

e. <u>Internet:</u>

The Camp does have wired internet access in the Nurses cabin and the Director's cabin and can provide the Camp Director with the password. The password is to be shared ONLY with personnel in charge due to limited bandwidth available. Should there be an issue with the bandwidth being used up, the Camp reserves the right to change the password and limit its use. Campers should NEVER be provided with internet password or access.

f. Liability Insurance:

You must provide a \$1,000,000 comprehensive general liability policy with a reputable company, insuring the Landlord against loss or liability caused by or connected with your Rental use of the camp. For rental groups that provide their own counselors/supervision: your liability insurance declaration must include coverage for sexual and child abuse by your staff and volunteers and must list Camp McCumber Corporation as an "additional

insured." Liability insurance must cover activities conducted by the Rental group during their rental term whether performed at camp or away from camp.

Special Activity Insurance: g. ____ In your \$1,000,000 general liability policy does not include swimming and boating, you must provide additional riders to the policy for these activities. The Landlord requires that you show on your Certificate of Insurance or by letter from the carrier that these activities are covered. Special activities like archery, bicycling, saddle animal riding, require special prior approval by the Landlord and will require separate proof of insurance if approved. Health and Accident Insurance: h. _____ You must carry adequate health and accident insurance on all persons on camp property (except the Landlord and its employees) during your rental use. Prohibited: i. _____ ATVs, snowmobiles, trampolines, alcohol, marijuana, drugs, firearms, weapons and fireworks are prohibited on camp premises. Animals: j. _____ No animals or pets of any kind are allowed in camp at any time except for certified service animals. Smoking: k. _____ Camp McCumber is concerned about fire safety of the Camp and about healthy role modeling. For these reasons, Camp McCumber is a NON-SMOKING facility. No smoking or vaping is allowed anywhere on the camp grounds or in any of the buildings or cabins. and is only allowed in the public parking lot. There is a designated disposal container for waste. Smoking and vaping should be as discreet as possible. Refer to the attached Alcohol, Tobacco, Marijuana, and Drug Policy for additional information. I. _____ Inspection: The Renter grants the Landlord and its employees and it agents' permission to enter camp facilities at all reasonable times for the purpose of inspecting camp facilities to determine if the Renter is complying with the terms of this agreement, camp policies, or the law. Menu Selections, Dietary Restrictions, Rooming List and Covid Waivers: m. _____ To facilitate preparations for your arrival and ensure the best possible camp experience, your Rental group will be required to submit the following information: Completed Menu Selection Form must be submitted 30 days prior to arrival. List of campers or staff in the Rental group with dietary restrictions must be submitted • 15 days prior to arrival. • Rooming List Form must be submitted 15 days prior to arrival. Covid Waiver Forms for all campers and staff must be submitted upon arrival at camp. Waivers for group members under 18 years of age must be signed by a parent or legal guardian.

6. Group Supervisor Acknowledgement of Camp Rules and Policies

Camp McCumber has a number of policies and rules which are outlined in both this Group Rental Agreement and in the Camp Handbook and Regulations for Organized Camps, including the State of California Laws and Regulations Relating to Organized Camps. They are all posted under the "More – Documents" tab on our camp website (www.campmccumber.org).

Please acknowledge below by initialing that you have read and understand and will ensure that all adult and junior counselors for your Rental group are aware of these policies as appropriate.

I intend to ensure that our camping experience at Camp McCumber is safe and enjoyable. I acknowledge that I have read the following printed rules, regulations, policies, and recommendations located on the Camp McCumber website:			
2023 Camp McCumber Rental Agreement			
Camp McCumber Camp Handbook			
Regulations for Organized Camps (State of California) attached to Camp Handbook			
Camp McCumber Alcohol, Tobacco, Marijuana, and Drug Policy			
Child Abuse Prevention Code of Conduct			
Sexual Harassment Policy			
Waterfront Safety Requirements			
For Camp McCumber (Landlord)			
Name (Printed):			
Signature:			
Date:			
For Camp Rental Group (Renter)			
Name (Printed):			
Signature:			
Date:			

To Secure Your Rental Reservation, Return this Signed Agreement Along with Booking Fee Payment to:

Camp McCumber Corporation P.O. Box 494580 Redding, CA 96049



ALCOHOL, TOBACCO, MARIJUANA, AND DRUG POLICY

Camp McCumber is a youth recreational summer camp founded in 1953. It is the mission of the camp to provide youth with an experience of the natural outdoors influenced only by the native plants and animals inhabiting the North Battle Creek drainage and by the comradery of positive human interactions. Camp should be free of all outside chemical substances. The Camp McCumber Corporation, therefore, declares that Camp is <u>alcohol, marijuana, and drug free</u>, **period.** Smoking and vaping may take place **only** in the very limited designated smoking areas and never while anyone under the age of 21 is present.

- <u>Smoking and Vaping</u>: Camp McCumber is concerned about fire safety of the Camp and about healthy role modeling. For these reasons, Camp McCumber is a NON-SMOKING facility. No smoking or vaping is allowed anywhere on the Camp campus of in Any of the Cabins or Buildings and is ONLY permitted in the public parking lot. There is a designated disposal container for waste. Smoking and vaping should be as discreet as possible. Only persons 21 years of age and older are legally allowed to use tobacco. Absolutely NO SMOKING OR VAPING is allowed while walking around the camp. Smoking or vaping are never allowed in the presence of persons under the age of 21.
- <u>Use or possession of legal and illegal marijuana</u>, recreational or prescribed, is **prohibited always** on the camp property and infractions of this policy will result in the immediate ejection of violating individuals from the premises. Such ejection can bring action by the Camp McCumber Corporation Board to name the violator as a "persona non-grata" and prohibit them from any future entry onto camp premises. Leave the property to use prescribed marijuana.
- <u>Legal and proper use of **alcohol**</u> is likewise **prohibited** on the camp property **at all times**. Campers or user groups who violate this policy will be asked to leave the camp within two (2) hours. Persons violating this policy, having been asked to leave the premises by the camp agent(s), put their entire user group in jeopardy of ejection by failing to leave when ordered. Such ejection can bring action by the Camp McCumber Corporation Board to name the violator as a "persona non-grata" and prohibit them from any future entry onto camp premises.
- <u>Use of any illegal **non-prescription drug**</u> by any person will result in **immediate ejection** of the violator from camp premises. Such ejection will bring action by the Camp McCumber Corporation Board to name the violator as a "persona non-grata" and prohibit them from any future entry onto camp premises.
- Legal prescription drugs (PD) and over the counter medications (OTCM): Camp is not like home and security of drugs and medicines is not possible. Prescriptions and OTCM may not be kept in luggage in cabins. Camp requires that PDs and OTCMs brought by campers and group staff, whether minors or adults, be stored in the Nurses Cabin in the medication cabinet. Prescriptions must come to camp in their original prescription bottles with patient's name and doctor's name and displaying dispensing instructions on the bottle label or, out of container, with Doctors or Pharmacist directions on the prescriber's letterhead. Each camper or staff person will work out access to their PDs and OTCMs with their user group's medical person who controls the medicine cabinet and resides in the Nurses Cabin. (Exception: Adults (over 18 years) have the option of keeping their personal PDs and OTCMs locked at all times in their automobiles.)