

**YMCA CAMP BERNIE**  
327 Turkey Top Road  
Port Murray, New Jersey 07865  
**Phone: 908-832-5315**  
Fax: 908-832-9078

**RESERVATION AND FACILITY USE AGREEMENT**

**1. Basic Information:**

School/Group Name: **Randolph Middle School Trip #1**  
Address: **507 Millbrook Avenue**  
**Randolph, NJ 07869**  
Contact Person: **Dom LoPresti**  
Work Phone: **973-366-8700 ext. 164**  
Home/Cell Phone: **973-229-9946**  
Work Fax:

Alternate Contact: **Steve Coleman**  
Alternate Phone: **N/A**  
Meals Provided: **6: WED lunch- FRI breakfast**  
Lodging: **TBD**  
Arrival Time/Date: **9/19/12 11:00 AM**  
Departure Time/Date: **9/21/12 12:00 PM**  
Program: **OE**

Extra Services: **one free chaperone per nine students; all other requests must be submitted in writing by 9/12/12 and may require extra fees as outlined in 2012 rates**

**2. Use Charge.** The above named group shall be entitled to use the facilities at YMCA Camp Bernie during the period stated above and subject to the terms of this Agreement. **Group guarantees a minimum of 95 student/10 paying chaperones participants at \$119 student/ \$80 non participating chaperone** for a total of **\$12,105**. A deductible deposit of **\$4,035** must be submitted along with the signed contract by **1/31/12**. The remaining balance (to include any additional participants) will be due **30 days after arrival**. Any participants in excess of the minimum will be billed at the participant rate indicated above. **Group may request, in writing, a revision of the minimum number up to 60 days prior to the date of arrival**. After this time, any participants below the minimum will not entitle Group to any reduced charge. Payment for losses due to breakage or destruction of property in any area of the facility shall be the responsibility of the group.

**3. Deposits; Final Payment.** A NON-REFUNDABLE (EXCEPT AS STATED IN SECTION 4) DEPOSIT OF [33%] OF THE TOTAL CHARGE IS REQUIRED UPON EXECUTION OF THIS AGREEMENT BY GROUP, WHICH WILL CONFIRM GROUP'S RESERVATION. PAYMENT OF THE BALANCE OF THE TOTAL CHARGE IS DUE AS STIPULATED IN LINE 2 BY CERTIFIED CHECK, CASH, CREDIT CARD (Visa, Mastercard, American Express or Discover), OR MONEY ORDER. ALL ACCOUNTS WILL BE CHARGED A SERVICE FEE OF 2% PER MONTH, STARTING 30 DAYS PAST PRESENTATION OF THE FINAL BILL.

**4. Cancellation.** Group will be responsible for the full amount of the contract unless written notification of cancellation is received in the camp office a minimum of 60 days prior to the date of the event. In all circumstances, in case of cancellation by Group, the deposit is forfeited by Group. YMCA, at its own exclusive option, may elect to allow a credit on the balance due and/or the contract deposit. If YMCA Camp Bernie is required to cancel this Agreement, a full refund will be made to Group and YMCA Camp Bernie shall have no further obligation to Group.

**5. Term of Use.** Group agrees that its use of YMCA Camp Bernie shall commence and end on the dates and at the times designated above.

**6. Adult Supervision.** Group agrees to provide adult supervision of participants at all times during their use of facilities at YMCA Camp Bernie with curfew commensurate with participants' age and not to exceed 11pm. YMCA Camp Bernie staff is not responsible for discipline of Group participants.

**7. Non-Exclusive Use.** Group understands that YMCA Camp Bernie facilities may be shared with another group. Certain programs will remain separate and contact with other group(s) will be minimized, but dining will usually be shared.

**8. Cabins.** Group shall be responsible for the cleanliness of the cabins occupied by them and authorizes YMCA Camp Bernie to inspect cabins upon departure for cleanliness and damages. Participants shall provide all bedding, linens and toiletries.

**9. Meals.** No refunds or substitutions will be given for missed meals by participants. Extra meals will be charged to the Group according to prices set by YMCA Camp Bernie. YMCA Camp Bernie reserves the right to change menu selection without prior notice. Group is responsible for setting and clearing of dining hall tables with designated individuals for each meal. Meals are served during scheduled times only. YMCA Camp Bernie is not responsible for missed meals.

**10. Medical Needs.** Group shall be responsible for own medical supplies and needs. YMCA Camp Bernie has staff that are trained in First Aid, CPR and AED use for emergency purposes only. YMCA Camp Bernie may provide contact information for local nursing agencies, but assumes no responsibility for any agreements made between the Group and outside agencies.

11. **Use of Facilities.** Participants shall have full use of contracted-for facilities and authorized program supplies as planned with the Camp Administrator. The use of all facilities is subject to scheduling and supervision by YMCA Camp Bernie staff and requires advance notice of at least 3 weeks to guarantee any services. YMCA Camp Bernie will provide one (1) hour of programming after 6:30 pm for each evening the Group is on site. Additional evening activities for an added fee can be arranged with YMCA Camp Bernie or outside agencies. All outside agency activities must receive prior approval from YMCA Camp Bernie, and outside agencies must also provide a certificate of insurance as detailed in section 14.

12. **No Alcohol or Controlled Substances.** It is the policy of YMCA Camp Bernie that groups or individuals using our camp cannot bring or consume alcohol or controlled substances on camp premises. Law enforcement officials will be contacted to escort any individual under or suspected to be under the influence of alcohol or controlled substances off of camp premises.

13. **Camp Fires.** Outdoor campfires are to be built with permission of YMCA Camp Bernie in designated and established fire rings only. All fires are to be attended constantly by Group.

14. **Insurance.** Group is responsible for maintaining its own insurance coverage. At least 14 days prior to arrival, Group shall provide a certificate of insurance indicating the following coverage:

- Commercial General Liability coverage (including contractual indemnity for the indemnity below) with per occurrence limits no less than \$2,000,000; no less than \$1,000,000 personal and advertising injury per occurrence; no less than \$100,000 fire damage liability; and \$5,000 medical expense.
- Auto liability must include coverage on owned autos, hired autos and non-owned autos with a limit of no less than \$1,000,000 per employee.
- Workers Compensation must have limits of \$100,000 each accident; \$500,000 policy limits; \$100,000 employee.
- cancellation clause - 30 days written notice
- YMCA OF RIDGEWOOD, INC. AND CAMP BERNIE MUST BE NAMED AS ADDITIONAL INSUREDS ON EACH INSURANCE CERTIFICATE.

15. **Release and Indemnity.** Group understands that the risk of injury is inherent to outdoor physical activities such as those conducted at YMCA Camp Bernie and hereby (1) waives all claims against YMCA Camp Bernie, YMCA of Ridgewood, Inc., their employees and agents ("Indemnified Parties") arising out of Group's use of YMCA Camp Bernie, excluding those caused solely by the gross negligence of one of the Indemnified Parties and (2) agrees to indemnify and hold harmless each of the Indemnified Parties against any and all claims or losses which may be asserted or suffered by them with respect to Group's use of YMCA Camp Bernie, including any deductible or increased insurance premium YMCA Camp Bernie may be required to pay on account of such use.

16. **Outdoor Education.** If Group has signed up for Outdoor Education as indicated in "Basic Information" Section above, YMCA Camp Bernie will provide one (1) instructor for every fifteen (15) students to assist participants in the use of facilities unless stated otherwise in this Agreement.

17. **Financial Responsibility.** Group leader shall be financially responsible for the obligations of Group under this Agreement and agrees that he/she will be secondarily liable for payment of all charges and other obligations due YMCA Camp Bernie under this Agreement.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
GROUP LEADER (signature)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ALTERNATE GROUP LEADER (signature)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
EXECUTIVE DIRECTOR (signature) **Victoria Bennett**

OFFICE USE ONLY			
DEPOSIT	DATE _____	AMOUNT _____	RECEIPT# _____
	DATE _____	AMOUNT _____	RECEIPT# _____
FINAL PAYMENT	DATE _____	AMOUNT _____	RECEIPT # _____