

Camp Spofford, Inc.

Route 9A Spofford, NH 03462

Phone: 603.363.4788 Fax: 603.363.8969 Email: info@campspofford.org

Guest Group Rental Agreement

1. Description of Premises

- 1.1. Camp Spofford agrees to permit 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 Camp Spofford expressly excludes by so notifying the User Group's representative upon his/her arrival at the Facility. **Camp Spofford is a charitable, not-for-profit corporation dedicated to furthering the Gospel of Jesus Christ, changing lives, and sharing the love of Christ with its neighbors. Use of the Camp Spofford's facilities must be used to further those goals and the charitable purposes of Camp Spofford, and may not be in conflict with the Camp's values or statement of faith.**

2. Use of Premises and Schedule

- 2.1. 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 Camp Spofford of the nature of its program, and shall promptly supply Camp Spofford with information concerning the program upon request by Camp Spofford. Camp Spofford prohibits hunting, fireworks, firearms, ammunition, and explosives at the Facility. The use of gasoline, flammables, fire pits, poisonous substances, and hand and power tools are restricted. Prior authorization from the Site Director must be obtained.

3. Health and Safety

- 3.1. In order to maintain a safe environment, Camp Spofford requires that User Group programming to youth under the age of 18 maintain appropriate staff to youth ratios
 - 3.1.1. Appropriate ratios shall be considered as those specified by the State of New Hampshire. User Group is responsible for assuring it knows and is in compliance with New Hampshire law, and Camp Spofford provides no advice in that regard.
- 3.2. Camp Spofford does not provide medical supervision, treatment, maintenance, or dispensing of medications for User Group. These responsibilities belong to the User Group.
- 3.3. User Group agrees to furnish a qualified adult to provide basic health supervision.
 - 3.3.1. 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 from a nationally recognized provider. User Group is responsible for own first aid supplies and equipment.
- 3.4. User Group's contact person shall bring and have available at all times a current list of

participants that includes:

- 3.4.1. names and addresses,
 - 3.4.2. emergency contact information,
 - 3.4.3. and known allergies or health conditions.
- 3.5. Also, 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.
 - 3.6. Emergency transportation is available through local emergency response groups by dialing 911. User Group agrees to furnish nonemergency transportation.
 - 3.7. User Group will prohibit smoking except in designated places, and shall warn all persons of the hazards of indiscriminate smoking at the Facility.
 - 3.8. Open fires may not be built by User Group; however, arrangements for a campfire, to be built by Camp Spofford, may be requested. It is understood that both Camp Spofford and User Group must comply with all lawful orders of appropriate fire control officials.

4. Liability for Injury to Persons or Property

- 4.1. User Group will provide evidence of general liability insurance. **A certificate of insurance is due at Camp Spofford 2 weeks prior to your arrival.** User Group shall add by rider or otherwise "Camp Spofford, Inc., Route 9A Spofford NH" as an additional insured, and provide proof of such insurance to Camp Spofford two weeks in advance of the arrival date. The limits should be equal to or greater than 1,000,000 per individual and 2,000,000 per accident.
- 4.2. User Group agrees to supervise and to assume full control and responsibility for any persons, entities or things other than Camp Spofford personnel or property who/which are, for any reason, on the Facility by reason of User Group's program or use of the Facility.
- 4.3. User Group agrees to defend, indemnify and hold harmless Camp Spofford 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, or any other person, arising out of in any way connected with User Group's actions and/or failure(s) to act in respect of its use of the Facility or its programming, activities, or actions conducted on or in connection with its rental of Camp Spofford's facilities.
- 4.4. For the purpose of this section, "any person" includes, but is not limited to, User Group's agents and employees, participants in User Group's program, and User Group's visitors, any corporation, partnership, limited liability corporation, governmental entity or any other legal entity.
- 4.5. Camp Spofford is not responsible for loss or damage to personal property. Valuable personal items, such as purses, electronics, instruments and all other valuables should not be left in areas where theft might occur.