

USE AGREEMENT FOR HOLIDAY RECREATION CENTER, INC. (HOLIDAY)
Terms and Conditions

*Rules for acceptance and participation in programs at HOLIDAY are the same for everyone without regard to age, race, color, religion, sex, sexual orientation, handicap, or national origin.

1. Description of Premises - HOLIDAY agrees to permit Licensee 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 HOLIDAY expressly excludes by so notifying the Licensee's representative upon his/her arrival at the Facility or by posting with appropriate signage. Unless the Licensee has contracted for an Adventure Ropes Course program, all elements and areas containing elements are off-limits.

2. Food Service - Licensee may contract with food service providers of their choice or provide their own food service. Licensee assumes all responsibility for any foods prepared or served, and for all activities incident to their preparation and serving, and shall hold HOLIDAY and the Facility owner harmless from any and all liability therein. Licensee agrees to assist with supervision over the use of the dining facilities.

3. Use of Premises and Schedule - During the term of this Agreement, Licensee shall use the Facility for conducting a program of its own design and shall comply with all applicable laws, codes, and regulations. Licensee shall notify HOLIDAY of the nature of its program, and shall promptly supply HOLIDAY with information concerning the program upon request. HOLIDAY 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.

- No one shall enter the pool area unless a qualified lifeguard is supervising the pool area. HOLIDAY shall, in its sole discretion, determine the minimum qualifications for said lifeguard, which will generally be a minimum of a Red Cross Lifeguard Certificate. Swimming pools are generally available from
- Memorial Day weekend through Labor Day, weather and maintenance permitting. Availability at other times is at the discretion of the Site Director, and is subject to change.
- If other specialized program activity areas or equipment are part of the Facility, HOLIDAY will either provide appropriately trained staff or will determine minimum qualifications for said supervision by the Licensee. Additional information and guidelines for pool use and use of special equipment (ropes course, etc.) shall be sent to all applicants expressing an interest in participating in such activities.

4. Utilities - HOLIDAY shall provide water, electricity, and garbage disposal without charge to Licensee.

5. Maintenance - HOLIDAY shall maintain the Facility in good condition and repair and shall provide janitorial services to the premises and buildings. Licensee agrees to assist in keeping the Facility clean, and shall leave the Facility free of defacement.

6. Health and Safety

- a. HOLIDAY does not provide medical supervision, treatment, maintenance, or dispensing of medications for user group attendees. These responsibilities belong to the Licensee.
- b. HOLIDAY advises Licensee to furnish a qualified adult to provide basic health supervision. A qualified adult is at least 21 years of age and possesses at least a certificate of training in the principles of first aid and CPR. HOLIDAY advises Licensee to bring own first aid supplies and equipment.
- c. HOLIDAY advises Licensee's contact person to bring and have available at all times a current list of participants that includes: names and addresses, emergency contact information, and known allergies or health conditions. Also, for each participant under the age of 18 and not accompanied by their parent or guardian, a signed form granting permission to seek emergency treatment.
- d. HOLIDAY advises Licensee to furnish at least one adult, age 18 years or older, who is trained in the principles of first aid, for each ten participants under 16 years of age.
- e. Emergency transportation is available through local emergency response groups by dialing 911. Licensee agrees to furnish non-emergency transportation.
- f. Open fires may be built only in the campfire area, for which fire permits have been secured. It is understood that both HOLIDAY and Licensee must comply with all lawful orders of 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.
- h. The Licensee is required to participate in a brief orientation to HOLIDAY's safety regulations and emergency procedures, led by the Site Director or designee either prior to, or upon arrival to the site.
- i. Alcoholic Beverages: Holiday Recreation Center, Inc. does not provide alcoholic beverage service. Licensee invitees may bring their own beer, in kegs or cans (no bottles, please). Licensee assumes all responsibility and liability for enforcement of the 21 year old minimum drinking age, and for the consumption of alcoholic beverages by group members. Licensee hereby agrees to indemnify, defend and hold harmless

Holiday Recreation Center, Inc. with regard to any actions or claims brought against Holiday Recreation Center, Inc. regarding consumption of alcoholic beverages.

7. Use Fees and Costs

- a. **Guaranteed Minimum Fee** - The Guaranteed Minimum Fee is based on the confirmed number of persons guaranteed by Licensee at the time of confirmation, at least five business days prior to the event. It will be charged to Licensee even if fewer persons use the Facility than Licensee guaranteed, or if Licensee terminates this Agreement without using the Facility, according to the terms also stated in part 11 b. of this Agreement.
- b. **Additional Use Fees** - If more persons use the Facility than the Licensee guaranteed, Licensee shall pay to HOLIDAY an additional fee. This fee will represent the use of the Facility by the additional persons, and will be calculated by totaling the individual charges for each additional person's lodging or day use fee, meal charges, other per person fees where applicable and sales tax.
- c. **Breakage and Damage** - Licensee agrees to pay HOLIDAY for reasonable repairs or replacement of property or equipment damaged or destroyed by Licensee, normal wear and tear excepted.
- d. **Payment Terms** - Deposits are non-refundable. Licensee agrees to deliver payment in full to a representative of HOLIDAY five business days prior to the event, at the time of final number confirmation. Exceptions must be approved by HOLIDAY prior to arrival. Licensee agrees to pay interest on any unpaid approved credit balance at the rate of 1.5% per month (annual percentage rate of 18%).
- e. **State Sales Tax Exemption** - Any group requesting exemption from the 6.035% State sales tax must present a CERT-112 form approved by the State Tax Bureau. The request for exemption must be made 3 weeks in advance of the function. If we are not presented with a CERT-112 form, you must pay the required tax. For more information, call the Exempt Organization Coordinator for the Connecticut at 1-800-382-9463 (in-state), choose Option 0; or 860-297-5604 (anywhere).

8. Liability for Injury to Persons or Property

- a. Licensee agrees to supervise and to assume full control and responsibility for any persons, entities or things other than HOLIDAY personnel or property who/which are, for any reason, on the Facility by reason of Licensee's program or use of the Facility.
- b. Licensee agrees to defend, indemnify and hold harmless HOLIDAY 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 Licensee's negligent actions and/or failure(s) to act in respect of its use of the Facility.
- c. For the purpose of this section, 'any person' includes, but is not limited to, Licensee's agents and employees, participants in Licensee's program, and Licensee's visitors.

9. Insurance Requirements

At least ten business days prior to the date of services to be rendered, Licensee is required to submit a certificate of insurance in form satisfactory to HOLIDAY evidencing the following:

1. Commercial General Liability Insurance with limits not less than the following:

General Aggregate:	\$2,000,000 (per location or project)
Each Occurrence Limit:	\$1,000,000
Products and Completed Operations:	\$1,000,000
Personal and Advertising Injury:	\$1,000,000
Medical Expense:	\$5,000
Umbrella	\$5,000,000

Such policy shall include Holiday Recreation Center, Inc., its owners and staff as an Additional Insured.

Such policy may be obtained through special arrangement with HOLIDAY and its insurer if GUEST does not have its own coverage. Contact HOLIDAY office for information.

2. Workers Compensation with statutory limits covering all persons employed and/or engaged by Licensee, including employers liability coverage with minimum limits of \$100,000 each employee, \$500,000 policy limit, \$100,000 each accident.
3. Commercial Automobile Coverage covering all owned, non-owned, and hired vehicles, with limits not less than \$1,000,000 per occurrence.
4. Such policies shall be written with insurers satisfactory to Licensee and shall provide not less than a minimum of 30 days' notice of cancellation or non-renewal.

10. Miscellaneous

- a. Licensee warrants that the person signing the Agreement has the authority to execute the Agreement on its behalf.
- b. This Agreement may be altered or amended only by written agreement of both parties.
- c. HOLIDAY reserves the right to require that the Licensee remove from the Facility any persons in, or in any way connected with, Licensee's group who, in the sole opinion of HOLIDAY, are creating a disturbance

or who are otherwise disrupting activities on said Facility. Licensee agrees to permit only authorized persons to enter the Facility and shall take all necessary steps to remove unauthorized persons from said Facility.

11. Termination

a. HOLIDAY may terminate this Agreement without any liability upon ten (10) days prior written notice to Licensee either 1) without cause or, 2) upon a determination by HOLIDAY, in its sole and exclusive judgment, that the requirements of the State Fire Marshal, the Department of Public Health and Safety or any statute, rule or regulation of any federal, state, or local body, imposes undue requirements or hardship on HOLIDAY.

b. In the event of cancellation by Licensee the initial deposit and any subsequent deposits are non-refundable. In the event of expected inclement weather, HOLIDAY shall reschedule to any open date remaining in the season.