# PROPERTY USE AGREEMENT
FOR NON-GIRL SCOUT EVENTS

## Use details:
Arrival date ____________________________
Departure date ____________________________
Adventure Center/Camp Location: □ Amahami □ Cicero Activity Center □ Comstock □ Hoover □ Trefoil
Specific buildings/grounds ____________________________

## Lessee contact info:
Lessee organization/Name ____________________________
Lessee address ______________________________________
Person responsible ____________________________
Address ______________________________________
Phone ____________________________ E-mail ____________________________

## Fee/Payment info:
Fee for use ____________________________ Security deposit ____________________________
Total remitted ____________________________ Date sent ____________________________

## Insurance (check all that apply):

### A. Comprehensive General Liability
- □ Premises / Operations
- □ Contractual Liability
- □ Products / Completed Operations
- □ Independent Contractor
- □ Personal Injury
- □ Combined Single Limit for Bodily -- $1,000,000 each occurrence
- □ Injury and Property Damage -- $1,000,000 aggregate
- □ Personal Injury -- $1,000,000 aggregate

### B. Automobile Liability
- □ Owned, Hired and Non-Owned Autos
- □ Injury and Property Damage
- □ Combined Single Limit for Bodily -- $1,000,000 each accident

*C and D apply only for groups/organizations with employees; and do not apply to family group users.*

### C. Workers Compensation and Employers Liability –
- □ Statutory coverage complying with New York Workers’ Compensation Law.

### D. Disability Benefits –
- □ Statutory coverage complying with New York Disability Benefit Law.
AGREEMENTS (please initial each section below):

— **Certificate of Insurance** -- Lessee shall have and keep in force the insurance coverage for the term of the lease. Lessee will submit a Certificate of Insurance (no later than 2 weeks prior to the date of your Reservation) naming Girl Scouts of NYPENN Pathways, Inc. (8170 Thompson Rd, Cicero, NY 13039) as additional insured.

— **Refund** -- In the event of cancellation lessee will notify Girl Scouts of NYPENN Pathways no later than two weeks in advance of the reserved date. Refunds are issued as follows:
  
  + 2+ months: 100%
  + 1-2 months: 50%
  + 1 month or less: No refund

— **Indemnification** -- The lessee shall defend, indemnify, and hold harmless the Council and its officers, employees, and agents from all claims, actions, liabilities, damages, costs and expenses (including, but not limited to, attorney’s losses/fees) of every nature and description arising out of or related to the use of the property or any services provided by the Girl Scouts of NYPENN Pathways under this agreement. The lessee duties and obligations pursuant to this paragraph shall survive the termination or expiration of this agreement and shall not be limited by any provision in this agreement requiring the lessee to maintain specific insurance coverage.

— **Compliance with statutes and regulations** -- The lessee shall comply with all New York State Department of Health rules as well as any and all additional state and federal laws. Lessee agrees that when they are bringing children onto our facilities it is the lessee’s responsibility to research, apply and obtain a permit to operate a camp from New York State. The Lessee agrees to provide Girl Scouts of NYPENN Pathways a copy of the permit to operate prior to occupying the property.

— **Use of the Premises and Schedule** -- During the term of this Agreement, Lessee shall use the facility for conducting a program of its own design and shall comply with all applicable laws, codes, policies and procedures. Lessee shall notify Girl Scouts of NYPENN Pathways of the nature of its program and shall promptly supply Girl Scouts of NYPENN Pathways with information concerning the program upon request. Girl Scouts of NYPENN Pathways 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 Property Manager must be obtained.

— **Supervision of Participants** -- It is understood and agreed that the Lessee is responsible for and will provide supervision for all participants during the terms of this agreement. It is further agreed that the lessee will provide at least one adult leader who is at least 18 years of age or older for every 8 participants under the age of eight years. The Lessee agrees that while at the facility it will monitor the behavior of all participants and take appropriate action to ensure adherence to all applicable policies, rules and laws. It is understood and agreed to by both parties that the Lessee will provide appropriate supervision and trained personnel for all specialty program areas being used. It is the Lessee’s responsibility to ensure staff are appropriately trained and have all required qualifications and certifications. Examples of Specialty Program Areas may include but are not limited to the Waterfront – Swimming and Boating; Archery, and High Adventure Challenge Course.

— **Food Service** -- All meals will be provided by the Lessee and the Lessee assumes all responsibility for any foods prepared, and for all activities incident to their preparation, and shall hold Girl Scouts of NYPENN Pathways harmless from and all liability therein.

— **Health and Safety**
  
  o Girl Scouts of NYPENN Pathways does not provide medical supervision, treatment, maintenance, or dispensing of medication for campers. These responsibilities belong to the Lessee.
  
  o Lessee agrees 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 current certificate of training in the principles of first aid and age-appropriate CPR from a nationally recognized provider. Lessee must provide first aid supplies and equipment sufficient for the event.
  
  o Lessee’s contact person shall 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, a signed form granting permission to seek emergency treatment.
  
  o Lessee agrees to furnish at least one counselor, age 18 years or older, who is trained in the principles of first aid, for every ten campers under the age of 16 years.
  
  o Emergency transportation is available through local emergency response groups by dialing 911. Lessee agrees to furnish nonemergency transportation.

— **Maximum Capacity** -- Lessee agrees that the total number of participants on the premises will not exceed the Facility, Building Maximum capacity at any time.

— **Equipment** -- The lessee shall be responsible for all reserved buildings, grounds, and equipment (including but not limited to boats, paddles, life jackets, kitchen equipment). In the event of damage or loss, the lessee will be billed by the Council for replacement cost of the items and any council property damaged by Lessee’s guest, campers, or staff. Person responsible has/will read the Property Checkout List and agrees that this group will leave the property and equipment as requested.
— Alcohol and Drug Use -- The use of alcohol is not permitted on any council property unless specific approval has been obtained through the council administration (COO or CFO). Absolutely no alcohol is permitted when there are children on the property. For certain formal events (i.e. wedding, reception), you may request permission to serve alcohol at one of our properties, as an exception to this rule (as long as there are no children on the property at that time). This request needs to be done IN WRITING to reservations@gsnypenn.org, at least one month in advance of your reservation date. To have alcohol (of any kind including wine and beer) consumed on a Girl Scouts of NYPENN Pathways property, the alcohol must be served by a licensed and insured caterer. We must have a Certificate of insurance provided to us for their General Liability and their Liquor Liability with the "Girl Scouts of NYPENN Pathways, Inc." (8170 Thompson Rd, Cicero, NY 13039) named as additional insured. No illegal drugs are allowed on council property.

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— Signature Authority -- Lessee warrants that the person signing the Agreement has the authority to execute the Agreement on its behalf.

— Amendment to Agreement -- This agreement may be altered or amended only by written agreement of both parties.

— Property Orientation -- Once at the Facility, the Lessee is required to participate in a brief orientation to Girl Scouts of NYPENN Pathways’ safety regulations and emergency procedures, led by the Site Director or designee.

— Acts or Omissions Constituting Default - The following events shall be deemed to be events of default by Lessee under this Agreement:
  o a) Lessee’s failure to pay the rental fee in accordance with the terms of this Agreement;
  o b) Lessee’s failure to perform or comply with any term or condition in this Agreement; or
  o c) Lessee’s failure to comply with the Camp Rules and Regulations.

— Remedies for Default - In the event of default by Lessee, Girl Scouts of NYPENN Pathways shall have the option to terminate this Agreement by providing thirty (30) days written notice of termination. Pursuit of termination of this Lease shall not preclude pursuit of any other remedies provided in this Agreement or provided by law, nor shall pursuit of termination of this Agreement constitute forfeiture or waiver of any lease payment due to Girl Scouts of NYPENN Pathways hereunder or any damage accruing to Girl Scouts of NYPENN Pathways by reason of Lessee’s default.

— Improvements or Alterations to the Property - Lessee shall not improve or alter the property or any part thereof without first obtaining Girl Scouts of NYPENN Pathways’ written approval of such alteration; and Lessee agrees that any improvements to the property shall become the property of the Girl Scouts of NYPENN Pathways and shall remain upon the property; unless Girl Scouts of NYPENN Pathways shall elect to require the restoration of the property to its original condition, in which event Lessee agrees to comply with such requirement prior to the expiration or other termination of this Agreement.

— Storage of Personal Property - During the term of this Agreement Lessee shall be entitled to store Lessee’s equipment and other personal property on the property in a mutually agreed area. Storage of Lessee’s equipment and other personal property shall be stored at the sole risk of Lessee. Girl Scouts of NYPENN Pathways is not responsible or liable if Lessee’s equipment and other personal property is lost or stolen or damaged in anyway.

— Release - Lessee hereby agrees that Girl Scouts of NYPENN Pathways shall not in any event be liable to Lessee for any claims, losses or damages of any nature, arising at any time, from any cause whatsoever, whether arising in tort, contract, warranty, strict liability, by operation of law, or otherwise, even if as a result of Girl Scouts of NYPENN Pathways’ negligence or fault, connected with Lessee’s use or occupancy of the property.

— Limitation of Remedies - Lessee agrees that the sole remedies for any claim, loss or damage resulting from or arising out of this Agreement or out of Lessee’s use or occupancy of the property shall be limited to the total amount of lease payments lessee paid to Girl Scouts of NYPENN Pathways under this Agreement.

— Force Majeure - Girl Scouts of NYPENN Pathways shall not be deemed in default with respect to Girl Scouts of NYPENN Pathways’ performance of any of the term or condition under this Agreement if any failure of Girl Scouts of NYPENN Pathways’ performance shall be due to any restrictions of law, regulations, orders or other governmental directives, labor disputes, war, blockade, strike, lockout, riot, civil commotion, rebellions, invasions, sabotage, epidemic, fire, explosion, accident, flood, storms, acts of God or other similar events.

— Assignment - This Agreement may not be sold, assigned or transferred by Lessee without prior written approval of Girl Scouts of NYPENN Pathways.

X
Lessee/person responsible signature (required) __________________________ Date __________________________

X
Lessee, CEO or officer signature (required if for corporation) __________________________ Date __________________________