

Clearpool Outdoor Education Program Group Contract

Name of Group: _____

Address: _____

Phone: (____) _____ - _____ Fax: (____) _____ - _____

Rental Period: _____, _____ to _____, _____
____:____ am/pm _____:____ am/pm

Type of Program: Full programming Conference/Retreat Conf/Retreat with programming

On-site Contact: _____ Email Address: _____

On-site Contact's Cell Phone: _____

Billing Contact: _____ Email Address: _____

Total Number of Participants:

Male Students: _____ Female Students: _____ Grade of Participants: _____

Male Adults: _____ Female Adults: _____ Age of Participants: _____

Total: _____ *This number is an estimate for deposit invoice and trip planning. Final numbers (10% increase or decrease from estimate) are due at least **10 BUSINESS DAYS** prior to start date.

Number of Facilitators: _____ *Between 12 – 15 students per facilitator

Number of Cabins: _____ *Overnights Only. Each cabin has 24 participant beds and 4 chaperone beds.

Please bring your own bedding, pillows, towel(s) and toiletries.

Meals and Food Service: Meal times are scheduled as follows unless otherwise requested. Schedule changes are not always possible.

	Breakfast 8:00 a.m.	Lunch 12:30 p.m.	Dinner 5:30 p.m.
Clearpool to provide meals?	YES	NO	

First Meal: Date _____	Breakfast	Lunch	Dinner
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Last Meal: Date _____	Breakfast	Lunch	Dinner
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Number of Vegetarians: _____ (We cannot accommodate Kosher, Vegan or Wheat Free diets)

Will Green Chimneys be providing a nurse during your stay (additional fee required)? YES NO
If yes, please circle: **Overnight Nurse** **Day Nurse (8 AM – 4 PM)**

Groups that do not use Green Chimneys nurse are responsible for all aspects of medical and emergency care for their participants during their trip.

***An Emergency Vehicle present on the property all times during your stay is highly suggested.**

***Your Organization must provide a copy of your insurance certificate naming Green Chimneys as an additionally insured.**

Please initial _____

1.1 License. The Center hereby gives permission and grants Licensee a license to use and occupy the Property for educational, recreational and entertainment purposes for the License Period (as defined below) pursuant to the Program. The license to use and occupy the Property includes the use of all improvements located at the Property, except those which the Center expressly excludes or prohibits access to. Prohibited areas include the high and low ropes course, waterfront, kitchen and maintenance shed.

A. Licensee's use and occupancy of the Property shall be as a licensee and under no claim of title, estate, interest, or ownership. The license granted hereby is non-exclusive and is revocable and terminable at will by the Center. If the center terminates for such reasons as weather or facility issues the center would provide a refund.

B. The Center reserves the right, in its sole discretion, to grant permission and/or a license to any other group or individual (including those unrelated to Licensee) during the License Period. If Licensee does not desire any other group or individual to have access to the Property during the License Period, Licensee shall pay the Center the Sole Access Fee simultaneously with executing this Agreement.

1.2 Program and Rules. Licensee shall notify the Center of the nature of its program (the "Program") and shall promptly supply the Center with information concerning the Program upon request by the Center. Licensee shall comply with and abide by all applicable laws, codes and the Center's instructions, rules and regulations, including but not limited to, the instructions, rules and regulations set forth on the Rules and Regulations listed below and incorporated hereby (the "Rules"). Prior to the License Period, Licensee shall notify the Center of the name of the Responsible Individual who shall be present at the Property during the entire License Period. The Responsible Individual shall be the supervisor of Licensee's Program and the ultimate decision maker with regard to any and all decisions necessary to be made by Licensee during the Licensee Period. Clearpool agrees to provide one facilitator for a minimum of 12 participants and a maximum of 15 participants, unless otherwise requested by the licensee. Direct facilitation staff are trained and receive certification in ropes/teambuilding facilitation by Arboreal Edge.

1.3 Access. During the License Period, the Center shall retain a right of access with respect to the entire Property and shall also retain the right to grant access to or authorize others to use the Property.

1.4 Condition of Property. Licensee acknowledges that (a) it is familiar with the condition of the Property and accepts it "as is", and (b) without limiting the generality of the foregoing, that the Center has no obligation to render or supply any alterations, services, equipment, decorations, or materials to make the Property suitable or ready for Licensee's occupancy or use.

1.5 Term. Licensee is granted permission to use the Property for the License Period.

A. Licensee must give the Center a final number (10% increase or decrease from estimate) of participants within 10 business days prior to Licensee period. A final bill will be created if numbers are higher than the original contract. Licensee will be responsible for the final number of invoiced Participants even if the actual number is less upon arrival.

1.6 Fees. When a completed Facility Use License Agreement is received a bill will be created and NONREFUNDABLE deposit of 25% of the total bill will be due ten business days after the billing date.

1.7 Balance. Licensee shall pay to the Center the balance 10 days prior to arrival, unless other arrangements are made and agreed upon in writing at the time of this contract. The Center reserves the right to charge Licensee a late fee of 1.5% of the unpaid balance due the Center, per month beginning 5 business days after License Period begins. Purchase orders from the NYC Department of Education are acceptable as proof of payment prior to the trip.

Please initial after reading _____

1.8 Cancellation Terms. 25% Deposit is NONREFUNDABLE. If the Licensee cancels this agreement with the Center the deposit will not be refunded. If deposit has not yet been paid, payment is still expected within 15 days. If the Licensee cancels this agreement with the Center within 30 days the deposit and the Use Fee will not be refunded. Unpaid balances will go to collection.

1.9 Damages. Licensee is responsible for (a) the cost of replacing lost or damaged equipment or facilities; (b) \$50.00 for return of checks plus any late charges (c) the cost of removal of abandoned or illegally parked vehicles from the Property; (d) the cost of packing, removing and storing abandoned property or extraordinary rubbish; (e) costs related to additional services or personnel requested during the License Period and not otherwise charged for; and (f) costs attributable to the use of the Property by more Participants than agreed upon.

2. Insurance. (For contracts with the City School District of the City of New York, see Section 2.0(b)) Licensee covenants, at its expense, to provide the Center prior to the License Period with evidence of and to keep in full force and effect during the License Period: (a) comprehensive general liability coverage (minimum of \$1 million), on an occurrence basis, combined single limit, in an amount not less than the Insurance Amount; (b) workers' compensation insurance affording statutory coverage and containing statutory limits; (c) all-risk property damage insurance, including theft or attempted theft of Licensee's personal property including improvements and betterments for which Licensee is responsible under this Agreement; and (d) such other insurance coverage as the Center may reasonably require. All insurance policies required under this section shall name the Center (and any designee(s) of the Center) as additional insured, and shall be written by one or more responsible insurance companies licensed to do business in New York State; all such insurance may be carried under a blanket policy covering the Property and any other of Licensee's locations and shall contain endorsements that: (1) Such insurance may not be cancelled or amended with respect to the Center (or its designees)) except upon thirty (30) days' prior written notice by registered mail to the Center (and its designees)) by the insurance company; (2) Licensee shall be solely responsible for payment of premiums and the Center (or its designee(s)) shall not be required to pay any premiums for such insurance; and (3) Licensee's insurance shall be primary with any coverage provided by the Center as excess and non-contributory.

2.0(b) Liability Coverage – City School District of the City of New York. Liability coverage for any and all claims arising under this contract shall be covered by the City of New York Claims and Judgments Fund. See attached self-insurance letter issued by the New York City Department of Education.

2.1 Indemnification. Licensee shall defend, indemnify, and hold Agency harmless from and against any and all obligations, liabilities, claims, demands, expenses and costs (including, without limitation, reasonable attorneys' fees and expenses) for any loss or damage to property or injuries to any persons which may be asserted against or imposed on the Center by reason, or as a result, of any acts or omissions of Licensee related to the operation of its Program under this Agreement. The indemnification obligations of the Licensee shall survive the Termination of this Agreement.

2.2 Miscellaneous. No change, amendment or modification of this Agreement shall be binding unless in writing and signed by the Center and Licensee. Either party may waive any of its rights hereunder without invalidating this Agreement or waiving any other rights hereunder, provided, however, that no waiver of any provisions of or any default under this Agreement shall affect the right of either party thereafter to enforce such provisions or to exercise any right or remedy in the event of any other default, whether or not similar. If any term or provision of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement shall in no way be affected thereby, and each term and provision of this Agreement shall be valid and binding upon the parties, and enforced to the fullest extent permitted by law. All written notices required hereunder shall be given by registered mail to each of the parties at the addresses set forth above, or at such other address as designated by each of the parties. This Agreement shall be construed under and governed by the laws of the State of New York (without giving effect to principles of conflicts of laws). No action shall be commenced or maintained by either party in connection with this Agreement, except in the Supreme Court of the State of New York, Putnam County. This Agreement constitutes the entire agreement between the Center and Licensee, and any prior agreements or understandings between the Center and Licensee, both written and oral, are hereby merged into and with this Agreement.

Please initial after reading _____

Nothing in this Agreement shall create or shall give to third parties any claim or right of action against the Center or Licensee. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

Rules and Regulations – Please Read All

A. General Rules and Regulations

1. Upon arrival, Licensee must provide the Center with a list of all Participants (adults and children) in Licensee's program who will be staying on or visiting the Property. This list should include name, address, emergency contact, know allergies and or health conditions requiring treatment, restriction, or other accommodations that might be necessary during Licensee period.
2. Licensee may visit the Property prior to the start of the License Period only upon the advance consent and authorization of the Center and such visit will be subject to the Center's rules and supervision.
3. The Center reserves the right to deny admission or readmission to any individual to the Center's facilities or the Property, with or without cause.
4. No pet or animal shall be allowed on the Center's facilities or the Property, except for handicapped guides, in which case the Center must receive prior notification.
5. No firearms, weapons, slingshots, fireworks, hazardous materials, explosives, baseball bats, archery equipment or cross bows, guns, pocket (or other) knives or other similar equipment may be brought onto the Property. Any such item shall be subject to confiscation by the Center.
6. No unauthorized equipment, games, sports, contests or activities shall be brought or performed on the Property, including but not limited to, traps, skateboards, ski boards, skis, roller-skates, roller blades, toboggans, sleds and rafts.
7. Licensee and its Participants shall be prohibited from all Excluded Property and other areas identified by the Center, including but not limited to, kitchen facilities, administrative buildings, the Health and Wellness Center, staff cottages, and water and waste treatment equipment and facilities.
8. The Center reserves the right to set times and locations for activities to be conducted by Licensee as well as to suspend such activities due to, but not limited to, inclement weather, supervisory conditions, equipment maintenance, etc.
9. Consumption of alcohol, use of controlled substances and recreational drugs are prohibited on the Property.
10. Smoking is not permitted on the Clearpool campus.
11. The Center reserves the right to search the belongings of any Participant or vehicle located on the Property.
12. No off-terrain vehicles, watercraft or other unapproved sporting equipment or vehicles shall be brought onto or used on the Property.
13. The Center's name, logo or any marketing or media releases or materials shall not be used without the prior written approval of the Center.
14. Licensee shall be responsible for maintaining order and control over all of its participants, groups or specialized recreation activities, orientation to the Property and Excluded Areas, and shall review and enforce all the Center's rules, regulations and safety procedures.
15. Licensee shall have performed a background check and screening (and shall provide to the Center, upon request, a copy of such check) of all of its Participants (including adults and children).

Please initial after reading _____

16. Licensee shall comply with and adhere to all applicable state, national and local rules and regulations, including but not limited to Putnam County Health Department mandated supervision ratios of one adult to every 10 students and a minimum of 2 adults per cabin at all times during the License Period.
17. Licensee shall observe and understand the environmental sensitivity of the Property and shall restrict its use of the Property accordingly.
18. Licensee shall inform the parents and guardians of Licensee's minor Participants as to the nature of the Center's facilities and the Property, the activities to be conducted thereon and all restrictions as to access to, use of and participation in activities on, the Property.
19. Licensee shall be permitted to conduct its Program, practice religious customs and/or discuss spiritual matters so long as such activities do not disrupt, distract, offend or intimidate others. By entering into this Agreement, the Center does not endorse or advocate Licensee or any Participant or group's religious, denominational or political agenda, mission or other activities.
20. Licensee shall not expect, ask and/or request any Center employee or volunteer to perform duties outside of such employee's job description without receiving prior authorization from the Director of the Center.
21. No instructor, performer, speaker, artist, safety personnel, facilitator, or other individual retained by or otherwise invited by Licensee shall be admitted to the Property without prior authorization from the Center.
22. The Center shall control access to the waterfront and all swimming, boating or other waterfront activities facilities and will arrange for lifeguards and safety personnel based upon notification of such needs by Licensee.
23. The Center shall not be deemed to be nor shall the Center act in loco parentis for any minor Participant.
24. Licensee shall immediately report any complaint regarding any of the Center's staff or volunteers or the condition of any building or equipment to the Director of the Center.
25. Any property of Licensee or its Participants left at the Property longer than 48 hours after the License Period has ended shall be considered abandoned and will be disposed of in the Center's discretion.
26. The Center is not and shall not be responsible or liable for the shelter, supervision or transportation of any Participant or other individual who arrives at the Property before the License Period or who departs the Property after the License Period has ended.
27. Any and all repairs, replacements or adjustments to any equipment or facilities on the Property shall be made by Licensee only upon the prior written consent of the Director of the Center.
28. Any specific lodging restriction or request must be arranged with the Center prior to the License Period.
29. Licensee shall provide its own transportation for Participants to and from the Property. All drivers used for such purposes shall be properly authorized and shall hold current, valid drivers' licenses. All vehicles used for such purposes shall be in proper working order and in compliance with all safety standards and applicable laws and regulations.
30. The Center reserves the right to require Licensee to remove or have removed any of Licensee's or any Participant's vehicles on the Property that are illegally parked, disabled or present an environmental or health safety risk due to leaking motor oil, gasoline or radiator fluids, or pose similar threats.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

By: Name: _____ Date _____
 Group Representative
 Title: [_____]

By: Name: _____ Date _____
 Green Chimneys Representative
 Title: [_____]

Please initial after reading _____