



## OUTDOOR AND RETREAT MINISTRIES

200 Stam Street, Williams Bay, WI. 53191

1.800.642.2267 \* Fax 1.262.245.1446

Email [niccamp@aol.com](mailto:niccamp@aol.com) \* Web Site [www.niccamp.org](http://www.niccamp.org)

A Board of the Northern Illinois Conference U.M.C

**Reynoldswood Christian Camp**

621 Reynoldswood Rd.

Dixon, IL 61021

Ph.815-284-6979 [reynoldswood@niccamp.org](mailto:reynoldswood@niccamp.org)

**Wesley Woods Conference Center**

250 Stam St.

Williams Bay, WI 53191

Ph 262-245-6631 [wesleywoods1@niccamp.org](mailto:wesleywoods1@niccamp.org)

## SITE USE AGREEMENT FOR REYNOLDSWOOD CHRISTIAN CAMP and RETREAT CENTER

A facility of the Outdoor and Retreat Ministries of the Northern Illinois Conference of the United Methodist Church

### Terms and Conditions

\*Rules for acceptance and participation in programs at RCCRC are the same for everyone without regard to age, race, color, religion, sex, disability or national origin.\* OM-2, 10,11,18,19; HW-23/24/25;TR-1,2,3,4; PA-17,23; SF-20,27; HR-9; PD-5

**1. Description of Premises –** Reynoldswood Christian Camp and Retreat Center (**RCCRC**), a facility of the Outdoor and Retreat Ministries (**ORM**) of the Northern Illinois Conference (**NIC**) of the United Methodist Church (**UMC**) is hereafter referred to as **RCCRC**. RCCRC 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 RCCRC expressly excludes by so notifying the User Group’s Representative upon his/her arrival at the Facility.

**2. Food Service –** RCCRC shall provide meals as in accordance with an estimate of the number of meals furnished RCCRC at least seven days in advance of the service of the first meal. If User Group prepares its own food, it assumes all responsibility for any foods prepared and for all activities incident to their preparations, and shall hold RCCRC, ORM, and NICUMC harmless from any and all liability therein. User Group agrees to assist with food service as requested by RCCRC and to assist with supervision over the use of the dining facilities.

**3. Use of Premises and Schedule –** During the term of this Agreement, User Group shall use the Facility for conducting a program of its own design and shall be in compliance with all applicable laws, codes, and regulations. User Group shall notify RCCRC of the nature of its program and shall promptly supply RCCRC with information concerning the program upon request by RCCRC. RCCRC prohibits alcohol, illegal drugs, 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.

During the summer season no one shall enter the pool area unless a qualified lifeguard is supervising the pool area. RCCRC shall, in its sole discretion, determine the minimum qualifications for said lifeguard, which will generally be a minimum of a Red Cross Lifeguard Certificate. The swimming pool is generally available from Memorial Day weekend through Labor Day weekend, weather, maintenance and staff permitting. Availability is at the discretion of the Site Director and is subject to change. After the summer season, if lifeguard staff are unavailable, the pool shall be posted as not protected by lifeguards and children under the age of 16 must be accompanied by a responsible person at least 16 years of age.

If other specialized program activity areas or equipment are part of the Facility, RCCRC will either provide appropriately trained staff or will determine minimum qualifications for said supervision by the User Group. Additional information and guidelines for pool use and use of special equipment (teams’ course, canoes, pontoons etc...) will be sent to all applicants expressing an interest in participating in such activities.

**4. Utilities –** RCCRC shall provide water, electricity, and garbage disposal without charge to the User Group.

**5. Maintenance –** RCCRC shall maintain the Facility in good condition and repair and shall provide housekeeping services to the premises and buildings. RCCRC shall provide beds, mattresses, chairs and other equipment as necessary for the operation of the Facility. User Group agrees to assist in keeping the Facility clean and shall help pick up the facility as specified in the Guest Group Notebook checkout list so as to leave the Facility clean and free of defacement. P.1

**6. Health and Safety –**

**a.** RCCRC does not provide medical supervision, treatment, maintenance, or dispensing of medications for User Group Campers. These responsibilities belong to the User Group.

**b. User** Group agrees to furnish a qualified adult to provide basic health supervision and life-guarding. 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 and/or lifeguard certificate. While basic first aid supplies are available in each lodge, the User Group will provide their own first aid supplies and equipment.

**c. User** Group’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 (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 is required. (Sample forms available on request)

**d. User** Group agrees to furnish at least one counselor age 18 years or older, who is trained in the principles of first aid for campers under 16 years of age.

**e. Emergency** transportation is available through local emergency response systems by dialing 911 via phone. User Group agrees to furnish non-emergency transportation. A site Incident/Accident Report will be filled out for each occurrence of first aid rendered by the Group first aid person prior to the end of the retreat.

**f. User** Group will prohibit smoking near campers, children, non-smokers, and in all buildings. Candles or oil lamps are not to be used in any room without prior permission of the Site Director. Open fires may be built only in the campfire area for which fire permits have been secured. It is understood that both RCCRC and User Group must comply with all lawful orders of appropriate fire control officials.

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“We live our servant ministry to share Christ’s love with all we encounter.”

**g. Posted** speed limits shall be obeyed. Use of vehicles at the Facility is restricted to roads and parking areas designated by the Site Director. With permission of the Site Director, roads may be used to take luggage to cabins but then vehicles shall be parked in the designated area. RCCRC recommends that camper drivers turn in their car keys to their director for the duration of their stay. Campers should only be transported in vehicles designed to carry passengers with a seatbelt for each passenger. Campers are not permitted to ride in the back of trucks. Use of ATV's, Snowmobiles, Go-Carts and Motorcycles is prohibited.

**h.** Bringing pets into the Facility is prohibited.

**i.** Once at the Facility, the User Group is required to participate in a brief orientation to "RCCRC's" Safety Regulations and Emergency Procedures led by the Site Director or designee.

**7. Use Fees and Costs –**

**a.** **Deposit** – The Deposit must be paid by the date stated on the retreat contract to guarantee the dates of the contract. It will be applied toward the guaranteed minimum fee. Deposit is nonrefundable.

**b. Guaranteed Minimum Fee**-The Guaranteed minimum fee is based on the number of persons guaranteed by User Group. It will be charged to User Group even if fewer persons use the Facility than User Group guaranteed, or if User Group terminates this Agreement without using the Facility, according to the terms also stated in the attached Site Use Agreement.

**c.** **Additional Use Fees**-If more persons use the Facility than the User Group guaranteed, User Group shall pay to RCCRC 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 persons lodging or day use fee, meal charges, other per person fees and sales tax where applicable.

**d. Cleaning, Breakage, and Damage** – User Group agrees to:

1. Pay RCCRC for any cleaning required because of the tasks on the guest group checkout list weren't done.
2. Notify and pay RCCRC the amount reasonably necessary to repair or replace property or equipment damaged or destroyed during User Group's use.

**e. Payment Terms** – User Group agrees to deliver payment in full to a representative of RCCRC prior to User Group's departure from the Facility. Exceptions must be approved by RCCRC prior to arrival. User group agrees to pay interest on any unpaid approved credit balance at the rate of 1% per month (annual percentage rate 12%).

**8. Liability for Injury to Persons or Property**

**a.** User Group agrees to supervise and to assume full control and responsibility for any persons, entities or things other than RCCRC personnel or property who/which are for any reason on the Facility by reason of User Group's program or use of the Facility.

**b.** User Group agrees to defend, indemnify and hold harmless RCCRC 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, injury or death, damage, suit or loss asserted made by any user group member, guest or third party 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.

**c.** 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.

**d. Proof** of User Group health/accident and liability insurance coverage shall be provided, in satisfactory form, as specified in the attached basic site use ("retreat") contract.

**9. Miscellaneous**

**a.** User group 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.** RCCRC reserves the right to require that the User group remove from the Facility the entire group or any persons in, or in any way connected with, the User Group's group who, in the sole opinion of RCCRC, are creating a disturbance, breaking the rules of the site or who are otherwise disrupting activities on said Facility.

**d.** User Group agrees that the total number of participants on the premises will not exceed the Facility Building Maximum Capacity at any time.

**e. RCCRC will seek to honor Facility requests but reserves the right to shift your retreat location based on best stewardship use of all the retreat space.**

**f.** User Group must record refrigerator temperatures on clipboard located on front of refrigerators if utilizing refrigerator for food storage.

**g.** User Group is to leave CO detectors alone and plugged in at all times in the spot they were placed by RCCRC staff.

**h.** User Group must provide the following supervision ratios:

Camper Age	Staff	Overnight Campers	Day Campers
4-5 years	1	5	6
6-8 years	1	6	8
9-14 years	1	8	10
15-18 years	1	10	12

**i.** It is recommended that user group leaders have appropriate screening policies for all staff with responsibility for or access to campers.

**10. Termination**

**a.** RCCRC may terminate this agreement without any liability (a) at any time and without notice for material breach of this agreement, and (b) upon ten (10) days prior notice to User group either 1) without cause or 2) upon a determination by RCCRC, 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 RCCRC.

**b.** In the event of cancellation by User Group, User Group will be released from payment of the Guaranteed Minimum Fee provided RCCRC receives written notice of the termination no later than ninety (90) days prior to the event, or RCCRC re-licenses the same Facilities for the same period of time at the same fee. RCCRC agrees to use its best efforts to re-license the Facility in this event.

**c.** Please sign the attached Site Use Retreat Contract, of which this Use Agreement shall be deemed a part, terms, conditions, indicating that is consideration of using the facility the signer, individually and on behalf of the User Group and its members, has agreed upon dates, times, costs, and services RCCRC will provide and return it to the office of RCCRC by the date listed on the Retreat Contract.