



**Terms & Conditions:**

1. **All reservations are final, Reservation Deposits are non-refundable, event cancellations are not permitted.**
2. The **Cleaning Deposit** is only refundable upon the Applicant(s)'s on time check in/out and Camp being returned to a cleaned and undamaged condition, see contract for details.
3. The **Minimum Rental Charge** is the minimum charge to be billed upon signing this agreement. Additional charges subject to apply as applicable, see agreement for details.
4. The **Reservation and Cleaning Deposit(s)** are due on the date(s) listed, **Cabin and Facility Rental Fees** are calculated at the rates listed.
5. **Facility Use Areas**, Thiemann Lodge, Zone 'A' (Chance Hall) and Zone 'B' (Gibson Hall), Deboer Hall Use Areas are each rented independently. Access to one area does not guarantee access to another, unless described in **Facility Use Area**, see contract for details.
6. On time payments are to be received by the due date listed. Payment. Late payments are to be received within (10) business days of the date listed. Accounts with on time payments will receive a 1% discount on rental fees to be refunded following departure. Cleaning, facility damages and/or any additional facility charges to be billed following check-out. All payments may be made by cash, check, electronic check or credit card. Electronic check and credit card payments subject to additional processing fees.
7. **Late Fees and Interest Charges** to be applied to deposits and payments not received within (10) business days from the due date listed. Late Fees are calculated at 5% of the unpaid due balance. After (15) business days following the due date, any remaining unpaid balances, including late fee charges, additional interest will apply, and be calculated at a rate of 1.5% compounding daily. Interest charges will continue to compound indefinitely until all balances due are received. Applicant agrees to pay all recovery cost associated with collection of due payment(s).
8. Additional **Cleaning and Deposit Balances Due** are to be received within (30) of statement date. Late fees and interest will apply to Cleaning and Due balance not received within (30) days of statement date and calculated at the rates listed for Final Event/Group Payment.
9. **Damage and Cleaning Fees** to be calculated at replacement costs plus 20%, additionally service labor fees to be billed at rate of \$75 hourly.
10. **Minimum Building Charges** will apply to all buildings opened for use or accessed.

**Applicant Agreement:**

1. Event, Group Organization, Person In Charge & Event Planner within this Reservation Agreement from this point further will be referred to as 'Applicant(s)'.
  1. Camp Sylvester within this Reservation Agreement from this point further will be referred to as 'Camp'.
2. These premises are to be used exclusively by the Applicant(s). Applicant(s) shall not permit use of Camp by others (i.e. third parties), and Applicant(s) shall use only those facilities permitted by Camp.
3. Applicant(s) are each equally responsible for all charges and fees due while visiting Camp.
4. Applicant(s) agrees to take good care of the property and to restore Camp to the condition received, in clean condition, undamaged. Any and all pre-existing cleanliness issues or damages shall be reported to Camp Staff at check-in.
5. Applicant(s) shall submit daily attendance records to Camp Staff.
6. Each Camp group/guest must be instructed in fire prevention. Camp Staff will provide instruction on fire safety.
7. Applicant(s) agrees to be responsible for all damages or injury done to persons or property by Applicant(s) or anyone on the premises during applicant(s)'s event.
8. Applicant(s) and applicant(s)'s guests waive all claims against Camp, its directors, officers, employees, and members, for damages, from any cause, to property or injuries to person in, upon or about the property.
9. Applicant(s) and Applicant(s) guests agree to indemnify and hold harmless Camp directors, officers, employees and members against:
  - a. Any and all liability, claims, demands, damages, or costs, including reasonable attorney fees, out of or from any accident or other occurrence, on or about the property, relating to Applicant's use thereof causing injury or damage to any person or property; and
  - b. Any failure of the Applicant(s) to comply with and perform all the requirements and provisions in this agreement.
10. Applicant(s) shall carry, at their own expense, appropriate insurance. This will include:
  - a. **Liability insurance against accident, bodily injury and property damage (with liability limits of at least \$1,000,000.00) for injuries to property and persons for any accident or occurrence happening on or in connection with applicant's use of the premises.**
  - b. **Valid and enforceable Workers Compensation Insurance applicable to any employees that Applicant(s) has on the premises. A certificate of insurance evidencing such coverage shall be furnished to Camp, naming Camp Sylvester as additional insured.**
11. **See Additional Forms: (1) Release of Liability, (2) Camp Sylvester Waiver** to be signed by each adult using the premises, or, if they are minors, by a parent/guardian. It is the responsibility of the Applicant(s) to collect, manage and submit Release of Liability and Camp Sylvester Waiver for each guest on site to Camp Staff, forms are due at check-in.
13. Signature of Applicant(s). Applicant(s) acknowledge that Applicant(s) have read the agreement, waiver and rules attached, and fully understand its terms and conditions.

Applicant Initial: \_\_\_\_\_ Camp Initial: \_\_\_\_\_

**Facility Services Agreement:**

1. Applicant(s) understands that **Camp Sylvester and/or its employees do not provide cleaning services**. Applicant(s) is required to do daily cleaning and maintain a safe and sanitary environment for all guests. It is **NOT the duty or responsibility of Camp Staff to clean facilities**, bathrooms or any other buildings. Applicant(s) upon departure is required to complete a comprehensive cleaning of all facilities used. A detailed cleaning check-out list will be provided to the 'person in charge/event planner' as defined on the 'Reservation Agreement' the afternoon prior to the day of departure. Failure to complete cleaning of all facilities used prior to departure may result in partial or total forfeit of 'Cleaning Deposit', and/or additional charges.
2. Camp Staff, will open and close Camp, instruct Applicant(s) on use of equipment and provide basic supplies including: electric service (for general use), running water (hot water limited), toilet paper, paper towels, light bulbs, hand soap, hair and body wash, appropriate surface and floor detergents and cleaner for sanitation management. Any equipment failures, or restock of supplies shall be reported to Camp Staff.

**General Facility Use Agreement:**

1. Applicant(s) understands that **Camp Sylvester and/or its employees do not provide cleaning services**. Applicant(s) is required to do daily cleaning and maintain a safe and sanitary environment for all guests. It is **NOT the duty or responsibility of Camp Staff to clean facilities**, bathrooms or any other buildings. Applicant(s) upon departure is required to complete a comprehensive cleaning of all facilities used. A detailed cleaning check-out list will be provided to the 'person in charge/event planner' as defined on the 'Reservation Agreement' the afternoon prior to the day of departure. Failure to complete cleaning of all facilities used prior to departure may result in partial or total forfeit of 'Cleaning Deposit', and/or additional charges.
2. Camp Staff, will open and close Camp, instruct Applicant(s) on use of equipment and provide basic supplies including: electric service (for general use), running water (hot water limited), toilet paper, paper towels, light bulbs, hand soap, hair and body wash, appropriate surface and floor detergents and cleaner for sanitation management. Any equipment failures, or restock of supplies shall be reported to Camp Staff.
3. Applicant(s) understands that **trash disposal is limited**. Complimentary trash and waste disposal is limited to (1)-2 cubic yard trash bin for a (1) day/night event, (2)-2 cubic yard trash bins for a (3) night event and up to (4)-2 cubic yard trash bins for a (6) night event. Applicant(s) understands there may be charged additional trash waste collection and disposal fees for excessive trash generated by Applicant(s) during their stay at Camp Sylvester. All trash and waste must fit within the provided trash bins (trash bin lids must be able to fully close shut).
4. General Facility Use furnishings include beds for up to number of persons as defined on the contracted Reservation Agreement, an equipped kitchen and dining area, and limited firewood. **All guests/campers to furnish bedding** (sheets, blankets, sleeping bag and/or pillow), hygiene products, bathing towel, food or any other item necessary.
5. Applicant(s) acknowledges and accepts that Camp facilities may be rented independently of other on-site facilities and services. Applicant(s) agrees to maintain the privacy of other guests/groups that may be staying on site and will not intrude or interrupt other guests and/or groups staying at Camp during the rental period. Rental of Camp does not include open use of other on site areas not defined on the contracted Reservation Agreement such as: other recreation and/or dining halls, guest house cabins, amphitheater, sport courts/fields and/or bathroom facilities.
6. Applicant(s) shall be responsible to ensure activities which may be viewed by any persons as unsafe or hazardous are prohibited; any and all program activities which require certification or license are to be valid. This may include items such as ropes/climbing, archery, swim programs, food safe, waterfront lifeguard, registered nurse, first-aid/CPR and other. Applicant(s) agrees to provide copies of applicable documents to Camp Sylvester Staff upon request. **Camp Sylvester hold rights to prohibit and remove any activity it deems unsafe or hazardous** from taking place on the Camp grounds.
7. Applicant(s) understands that Camp Sylvester holds rights to have removed from site any equipment, persons or animal that enables an unsafe or hazardous activity to take place on site or is in breach of this reservation agreement. Including but not limited to: sound amplifying equipment, weapons, climbing equipment, pets/animals, recreational/ATV vehicles, disorderly persons and other.
8. Personal carry and concealed weapons/knives are not permitted on the Camp grounds.
9. Applicant(s) accepts and agrees to **be responsible for all damages or injury done** to persons or property while on the Camp property. Applicant(s) understands Applicant(s) may be individually charged for damages and agree to pay for repair and/or replacement of damaged property including labor and materials.
10. Applicant(s) understands all campfires must be within defined campfire rings. All open flame **campfires must be attended** at all time and should be extinguished by midnight.
11. Applicant(s) understands all buildings used during your stay must be **cleaned, swept and moped prior to departure**. See the Camp Staff for a departure and cleaning check list. Buildings not properly cleaned at departure will be assessed a minimum cleaning charge of \$50.00 per cabin, \$125.00 per guest house, restroom, \$200.00 per recreation hall, dining hall, and/or exterior grounds.
12. Applicant(s) agrees to only use **Scotch Blue Painters Tape** on surfaces for mounting of decoration and signage and agree not to graffiti walls and/or bunks.
13. Applicant(s) agrees not to parking in fire lanes or emergency access routes, parking permitted in defined areas only (do not park vehicles at cabins).
14. Applicant(s) agrees not to remove beds or furnishings from assigned cabins, buildings and/or designated areas.
15. Applicant(s) understands that area **heating units are for use during cool season months (October-May)** and will not be available for use during the warm seasons unless determined necessary by Camp Staff.
16. Applicant(s) understands that additional rules and regulations are posted on site and will do their part to review and understands these additional rules and regulations apply during their Event/Group stay at Camp.

Applicant Initial: \_\_\_\_\_ Camp Initial: \_\_\_\_\_

17. Applicant(s) understands that **no pets are allowed** at Camp excepted those certified for medical need (example: seeing eye dogs).
18. Applicant(s) understands tampering with emergency and safety equipment is a **punishable felony** and may result in **fines up to \$500.00 per occurrence/incident**.
19. Applicant(s) understands that a minimum **cleaning charge of \$150.00** per occurrence and **fines of \$50.00** per occurrence will be charged to the Applicant(s) for discharging fire extinguishers in a non-emergency.
20. Applicant(s) understands that National Forest Service Law defines that the **hours between 10:00 PM – 7:00 AM are 'Quiet Hours'** and Applicant(s) will respect Camp's neighbors and reduce excess noise during 'Quiet Hours'. If excess noise continues into 'Quiet Hours', the Applicant(s) will be given warning to quiet down. Applicant(s) and/or camper guests who continue to generate excess noise as determined by Camp Staff will be removed from the property without refund. Applicant(s) will remain fully responsible for all charges and fees due for the entire and any remaining duration of the reservation agreement.
21. Applicant(s) understands that **smoking is not permitted** anywhere on or adjacent to the Camp site.
22. Applicant(s) understands that available vehicle **parking is limited** at Camp and Applicant(s) will do their part to organize available carpools for guest campers.
23. Applicant(s) understands hot water for showers is limited and agrees to inform guests/campers to take short showers when necessary during large group visits.
24. Applicant(s) understands that Camp is located in a natural environment setting and is subject to Sierra weather conditions including snow and heavy rains. Applicant(s) acknowledges that it is their responsibility to **understand weather reports** and be prepared for unexpected weather conditions and its affect such as ground flooding and power outages.

### **Amplified Music and Equipment Agreement:**

1. Applicant(s) understands that National Forest Service Law does **NOT** permit the use of equipment that generate amplified sound such as stereos, loudspeakers, DJ equipment or excessively loud / amplified instruments (example: drums, electric guitar). To minimize impact of surrounding environment, intended use of amplified sound is best contained within Chance Hall.
2. Applicant(s) understands that Camp Sylvester holds rights to have removed from site any equipment that becomes a nuisance and/or is in breach of this reservation agreement. Including but not limited to: sound amplifying equipment.

### **Cancellation Policy Agreement:**

1. **All reservations are final, Reservation Deposits are non-refundable, event cancellations are not permitted.**
2. The **Minimum Rental Charge** is the minimum charge to be billed upon signing this agreement.
3. Applicant(s) understands that **'Acts of God'** or situations outside the control of Camp Sylvester (unexpected severe weather, power outages, fires, wildfires) are not grounds for cancellation.
4. Applicant(s) understands that in a case where unexpected severe weather or situations such as a power outage significantly impact guests stay, well beyond what may be expected, Applicant(s) **MAY** be given the opportunity to reschedule the event. Applicant(s) understands that approval for rescheduling is **very rare** and if rescheduling is permitted, as determined by the Camp Staff, Applicant(s) must reschedule Event/ Group stay **within (6) months** of the original scheduled date.
5. All guests and/or groups staying at Camp shall not arrive on site before designated check-in time and all guests and/or groups shall be completely checked-out and off site by designated check-out time. Failure to complete an on-time check-out may result in partial or total forfeit of 'Cleaning Deposit' plus additional charges as they may apply, including 'Day Use Rental Fees' and/or Overnight Rental Fees'.
6. Applicant(s) understands all applicable documents/paperwork are due on date listed or upon arrival/check-in, including deposit(s), certificate of insurance and guest waivers. Failure to complete additionally required documents/paperwork/deposits is not grounds for cancellation. Check-in will not be permitted until all documents and due payments have been received and full rates will apply regardless if check-in is delayed or not permitted by Camp Staff due to non-submitted of the proper documents/payments.
7. Applicant(s) understands rental fees charged will likely be higher than the minimum charge listed on the 'Reservation Agreement' based on usage.

### Release of Liability: Waiver, Release and Indemnity

For the protection off Camp Sylvester, Applicant(s) and Invited Guest(s).Applicant(s) understands and agrees that participation in events, programs, races, or activities organized, operated, conducted and/or sanctioned by Camp Sylvester is conditional upon execution of this document and others.

1. Applicant(s) understands that camping and related activities involve the possibility of injury or death.
2. Applicant(s) understands and accepts these risks, and all others arising from these events and programs, even if arising from the negligence, gross negligence or negligent rescue by those associated in any way with the Camp Sylvester events and programs Applicant(s) and camper guests may be involved in, the venues at which these events and programs takes place or by those organizing, officiating, or participating in these events and programs throughout the year, including their respective officers, directors, employees, agents, servants, volunteers and representatives (the "Releasees").
3. Applicant(s) understands that all applicable rules for participation must be followed and that SOLE RESPONSIBILITY FOR PERSONAL SAFETY AND CAMPER/GUEST SAFETY REMAINS WITH the Applicant(s) including physical and emotional preparation and fitness to participate in all events and programs throughout the year.
4. Applicant(s) understands and agrees to remove themselves/camper guests from participation if witnesses or senses or observes or is aware of any unusual hazard or unsafe condition.
5. Applicant(s) give FULL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS current, or may have in the future, against Camp Sylvester, participating program organization, and all other Releasees from all liability for any loss damage, injury or expense that any person visiting Camp Sylvester may suffer as a as a result of participation in any part or parts of the events or programs or presence at any venue at which they may take place, due to any cause whatsoever including the forms of negligence set forth in paragraph (2) above or from any breach of contract or statutory duty or other duty of care including any duty of care owed by the Releasees.
6. Applicant(s) AGREES NOT TO SUE and further agree TO INDEMNIFY AND SAVE HARMLESS the Releasees from all expenses, fees, liability or damage award or cost of any type whatsoever arising from any persons participation in these events or programs. Applicant(s) HAVE READ AND UNDERSTOOD THIS WAIVER, RELEASE AND INDEMNITY. Applicant(s) is aware that by signing this agreement they are waiving substantial legal rights (on their behalf and on behalf of the heirs, executors, administrators, next of kin and guests/campers), including the giving up of the rights to sue.

Shown above is a reduced version of text, see original document WAIVER, RELEASE AND INDEMNITY for full version of text and wavier including PARENTAL CONSENT FOR MINOR PARTICIPANT and INDEMNITY AGREEMENT found at www.campsylvester.org and/or in the Camp Sylvester Welcome Workbook.

<b>DO NOT WRITE IN THIS AREAS, FOR OFFICE USE ONLY</b>
Comments & Notes: _____ _____ _____

Applicant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Camp Sylvester Representative: \_\_\_\_\_

Date: \_\_\_\_\_

**PLEASE COMPLETE AND RETURN THIS RESERVATION AGREEMENT AND APPLICABLE DOCUMENTS/ PAYMENTS TO CAMP SYLVESTER BY DUE DATE(S) TO CONFIRM RESERVATION. LATE SUBMITTAL(S) SUBJECT TO CANCELATION WITHOUT NOTICE OR REFUND.**