

## ***CONDITIONS OF RENTAL AGREEMENT***

---

The Camp Karoondinha facilities are under the direction of the Scout Executive through his designated representative, the Camp Ranger. Regulations and fee schedules are set by the Executive Board of the Susquehanna Council and will be enforced.

The undersigned renter of Camp Karoondinha facilities and/or equipment expressly agrees, intending to be legally bound hereby, to all of the following conditions of rental:

### **Conditions of Rental**

1. The rental fee is paid by the renter at least two (2) weeks in advance.
2. All rules and regulations in common use by the Boy Scouts of America pertaining to safety, conduct, leadership and liability are to be followed by the renter while using or occupying Camp facilities.
3. Capacities for total youth and adult occupancy are listed on the first page for all Camp facilities. These are limited by code and safety regulations.
4. No facilities except for the Edna Sheary Lodge are arranged for coed occupation. If the group using Camp is coed, a second building must be rented for separate housing of males and females. Ertel Lodge will accommodate two female leaders.
5. The use of the Multi-Purpose Building housing the Camp Office, Health Office and Administrative Living Quarters is restricted to adult Scouters who have specific duties assigned by the Scout Executive or his designee.
6. The possession or use of any illegal drug, alcohol or fireworks of any kind are expressly prohibited on any Council-owned property.
7. Smoking is prohibited in all Council-owned buildings. No open flames are permitted in tents.
8. The Scout Executive, or his designated representative, the Camp Ranger, may, without notice, close the Camp for safety reasons, or for any other reason which, in their judgment, is considered appropriate.
9. Refund of rental fees will be made only on the following conditions:
  - a. Written notice is given to the Scout Executive two (2) weeks or more, prior to the starting date of the agreed upon rental period.
  - b. The Camp is closed by the Scout Executive or his designated representative, the Camp Ranger, during any of the time covered by the rental agreement. Refund will be pro-rated on a half fee/per night of use.
  - c. Refunds will not be made if the renter is directed to vacate the Camp premises for failure to comply with any part of this agreement, the Year-Round Rental Application Form or any State or Federal Laws.
  - d. Rental fees from cancelled reservations may only be transferred ahead within the same year and only with the approval of the Scout Executive.
10. The renter expressly acknowledges responsibility to pay the Susquehanna Council, Inc. the stated charges for the use of the facilities and/or equipment agreed to on the Year-Round Rental Application Form plus all additional fees and charges incurred during the rental period. The renter further agrees to pay all costs within thirty (30) days including labor and legal fees, for repair and/or replacement of any equipment damaged, destroyed, lost or stolen while in the renter's care, custody or control, regardless of the cause for any such damage.
11. No agreement of rental for any facilities or equipment of the Susquehanna Council, Inc. exists unless this form is signed by the renter and is received with the Year-Round Rental Application Form and the correct fee is paid two (2) weeks prior to the requested first night of use, and is signed by the Scout Executive.
12. The Susquehanna Council, Inc., through its Scout Executive, reserves the right to refuse to rent facilities or equipment at any time.
13. \* The renter expressly agrees that the use of any and all facilities and/or equipment pursuant to the agreement will be exclusively at the risk of the renter, and that the renter holds harmless the Susquehanna Council, Inc. and any employee or agent of the Susquehanna Council, Inc. for any injury to persons or property arising out of the use of the facilities and/or equipment of the Susquehanna Council, Inc. The Organizational Hold-Harmless and Indemnity Agreement (page 3) will be submitted two (2) weeks prior to use.

## ***CONDITIONS OF RENTAL AGREEMENT***

---

14. The renter expressly agrees that any use of the facilities and/or equipment of the Susquehanna Council, Inc. will be under appropriate adult leadership and supervision provided by the renter, and that the Susquehanna Council will have no responsibility whatsoever to provide leadership with regard to the use of facilities or equipment pursuant to this agreement and the Year-Round Rental Application Form.
  15. \* The renter will provide Susquehanna Council, Inc. prior to the use of facilities, a certificate of liability insurance with limits for bodily injury and property damage of no less than a combined single limit (CSL)\$1,000,000.00, per occurrence. If other than personally owned vehicles are to be used on Council property, (vehicles owned by a company or organization), then the certificate must include automobile liability limits of no less than a CSL of \$500,000.
  16. Renter is responsible for the building, maintaining and extinguishing of fires.
  17. No electric heaters are to be used in buildings (Exception MAY be made for 2 person Staff Tebins).
- \* *Applies to all non-BSA Scout groups and to individual renters.*

Unit or Name of Organization \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature of Scout Executive(Designee) \_\_\_\_\_ Date \_\_\_\_\_

---

## **ORGANIZATIONAL HOLD-HARMLESS AND INDEMNITY AGREEMENT**

- THIS FORM MUST BE COMPLETED BY ALL NON-BSA SCOUTING GROUPS & ORGANIZATIONS •
- PLEASE PRINT OR TYPE ALL INFORMATION •

\_\_\_\_\_ shall indemnify, hold free and harmless, assume liability for, and defend the Boy Scouts of America, its chartered affiliates, agents, servants, employees, officers, and directors from any and all costs and expenses, including but not limited to, attorneys' fees, reasonable investigative and discovery costs, court costs, and all other sums that the Boy Scouts of America, its chartered affiliates, agents, servants, employees, officers, and directors may pay or become obligated to pay on account of any, all and every demand for claim or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of \_\_\_\_\_ 's use of real or personal property belonging to the Boy Scouts of America, its chartered affiliates, agents, servants, employees, officers, and directors, on (dates) \_\_\_\_\_ or by any action or omission by \_\_\_\_\_, its members, agents, servants, employees, officers, or directors. This indemnification expressly includes any claims arising out of the Susquehanna Council, BSA's own negligence or fault or that of their employees, agents, representatives or volunteers.

Name of Organization \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_