

**30058**  
**CAMP OAKES USE AGREEMENT**

**BETWEEN**

**YMCA OF GREATER LONG BEACH**  
**AND CITY OF LONG BEACH**

YMCA of Greater Long Beach, Camping Services  
P.O. Box 90995  
Long Beach, Ca 90809-0995  
(562) 279-1710, fax: (562) 279-1639

  
Your copy

**CAMP OAKES USE AGREEMENT**

**NAME OF GROUP:** Long Beach Adaptive Recreation - ARISE Program

**ADDRESS:** 2760 Studebaker Rd Long Beach, CA 90815

**CONTACT PERSONS:** Judy Lopez

**PHONE:** (562) 570-1685 **CELL:** **FAX:**

**E-MAIL ADDRESS:**

**DATES OF USE FROM:** Sept. 10th-14th, 2007

**ARRIVAL TIME:** Noon **DEPARTURE TIME:** 11AM

**FIRST MEAL:** Lunch **LAST MEAL:** Breakfast **TOTAL MEALS:** 12

**HOUSING:** Dorms **OTHER GROUPS IN CAMP:**

**PROGRAM NOTES/ACTIVITIES:** Pool, lakefront, campfire amphitheatre, conference center meeting room, volleyball courts, horses (\$20/person). They will provide their own lifeguard and nurse.

*\*If additional staff is required, \$100/staff/day will be added to final bill.*

*\*\*Must coordinate with Louie Repucci, the Program Director, to ensure all needs can be met.*

**FEE PER PERSON:** \$147 **MINIMUM GUARANTEE:** 70 **MAXIMUM ALLOWED:** 80

**DEPOSIT REQUIRED:** \$2,940.00

Deposit is due upon receipt and is based on 25% of minimum guarantee. Changes cannot be made without the approval of the camping services office.

**REMAINING BALANCE:** \$8,820.00 **Due:** 8/6/2007

**The signed agreement and deposit are due at the Camping Services office within 30 days of the date mailed, or agreement becomes void and the reservation will be cancelled.**

**Program Package – Included in cost:** Team Challenge Course, Astronomy, Archery, Riflery, Lakefront Activities (Lifeguard required)

**Program Activities at additional Cost:**

Horseback rides \$20 per person, the wall \$15 per person, High Ropes \$20 person

**OFFICE USE:** \_\_\_\_\_

Deposit Received: \_\_\_\_\_

Revisions made to contract

Balance Received: \_\_\_\_\_

Date 2/2/07

Date Contract Mailed: 1/22/2007

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

*Please see back side of contract*

**USER GROUP INSURANCE:**

1. User group agrees to provide proof of the following forms of insurance before or on date of camp, in amounts and conditions acceptable to YMCA Camping Services:
  - A. Worker's Compensation Insurance – including Occupational Disease in accordance with the laws of California and Employer's Liability Insurance with a limit of \$500,000 per accident.
  - B. Comprehensive General Liability Insurance – with limits of \$1,000,000 Personal Injury, Sickness or Death per any one occurrence and \$1,000,000 for loss or damage to property per any one occurrence.
  - C. Automobile & Leased Vehicle Insurance – covering owned non-owned and hired vehicles with limits of \$1,000,000 Bodily Injury, Sickness or Death or any one person and \$1,000,000 for loss of or damage to property per occurrence.
  - D. Participants Accident and Sickness coverage.
2. User Group shall have YMCA of Greater Long Beach named an additional insured on User's Comprehensive General Liability Insurance policies for the period user is using camp facility.
3. It is hereby understood and agreed that any insurance provided by User Group in accordance with this agreement shall be deemed primary insurance and shall not look to any insurance's of the YMCA of Greater Long Beach for contribution.

**USER GROUP AGREES:**

1. To observe All State and Federal regulations, including those providing that no wood is cut, and not fires or smoking is allowed except in areas so designated.
2. To abide by the Rules and Regulations of Camp Oakes as related by the Camp Director or his agents.
3. To pay for any damages to camp property during occupancy of camp facilities, other than normal wear and tear, which are discovered during departure inspections. Camping Services shall have no obligation to identify the member(s) of the User Group responsible for the damages. The camp facilities will be inspected by Camp Oakes Staff prior to the arrival of the User Group and will be reinspected prior to or immediately after User Group's departure. The initial inspection will be considered correct unless variances are noted in writing by the User Group Leader and presented to the Camp Director within two hours of arrival.
- \*\*\* 4. User Group agrees to defend, indemnify and hold harmless YMCA Camping Services & the YMCA of Greater Long Beach against all loss, damage or expense from any accident or occurrence during User Group's tenancy of the camp, with occurrence shall in any way relate to User Group's occupancy or activity. This indemnity shall cover injury or damage to any person or property, whether occurring upon or about the leased premises, during the trip to or from said camp, or in any way related to User Group's presence in the camp or any part thereof. Further, this indemnity shall protect the YMCA of Greater Long Beach, including its Directors and Officers, against action by any member of User Group or any person claiming through or under said User Group.
5. The User Group agrees to pay charges made according to the minimum guarantee on this Use Agreement regardless of fewer numbers in attendance. The Camp Executive must agree any changes in the minimum guarantee to at least one (1) week prior to scheduled use dates.
6. Increasing your estimated number of group size is subject to availability. Whenever you call the camp and increase the number of your group, that number becomes the MINIMUM amount you are guaranteeing to pay for. All increases must be reported to the camp at least TWO WEEKS prior to the first day of the EVENT.

\*\*\* See Attachment A  
**CANCELLATION FEES:**

In the event of cancellation by User Group, the following charges will apply:

1. 91 or more days prior to camp use date - deposit is forfeited.
2. 61-90 days prior to camp use date - 10% of minimum guaranteed fee plus deposit.
3. 31-60 days prior to camp use date – 35% of minimum guaranteed fee plus deposit.
4. 1-30 days prior to camp use date – 50% of minimum guaranteed fee plus deposit.

**APPROVED AS TO FORM**  
March 21, 20 07  
**ROBERT E. SHANNON, City Attorney**  
*Steph J. Anderson*  
**DEPUTY CITY ATTORNEY**

User guarantees payment of the above-described camp fee UPON ARRIVAL in camp unless stated otherwise. If the minimum guaranteed number is exceeded, a statement will be sent for the balance due. Finance charges will be incurred at the rate of 1 and ½ percent per month of unpaid balances after 30 days from last day of camp. The terms of this agreement are hereby accepted by:

*Murphy*  
 Legal Agent Signature                      Name of Organization                      Date  
 \_\_\_\_\_                      \_\_\_\_\_                      3/30/07

**ATTACHMENT A**

**CAMP OAKES USE AGREEMENT**

**ITEM NO. 4**

Item 4 is revised in its entirety to read as follows:

User Group agrees to defend, indemnify and hold harmless YMCA Camping Services and the YMCA of Greater Long Beach against all loss, damage or expense from any accident or occurrence during User Group's tenancy of the camp, which occurrence shall in any way relate to User Group's occupancy or activity except loss, damage or expense arising from the negligence of YMCA Camping Services and the YMCA of Greater Long Beach.