

**General Information**  
**Use of Long Beach Area Council Facilities by**  
**Non-Long Beach Area Council (LBAC) Groups**

This procedure applies to all council facilities; it is to be followed by all groups not registered with the LBAC requesting the use of any council facility, including regular camping sessions.

**Documentation**

The required documentation is to be received at the Scout Service Center (address below) prior to the use of any council facility by the requesting group.

**Hold-harmless Agreement & Insurance**

Non-LBAC groups (individuals or other groups not registered with the Boy Scouts of America) must sign the Hold-Harmless Agreement and will provide the council (LBAC) with a Certificate of Insurance evidencing coverage in effect (including Contractual Liability, which will cover the Hold-Harmless Agreement). This Certificate of Insurance must state that the limits of liability are at least \$2,000,000.00 Combined Single Limit. Boy Scouts Units must provide proof of accident insurance.

The above coverage applies to General Liability, but if the groups' use of the facility includes the driving of company or group owned vehicles on the facility, the group must also provide evidence of their Automobile Liability insurance for the same limits as required for the General Liability. Where individually owned vehicles are driven on the facility, certificates of their insurance will not be required.

**Council Facilities**

Contact the Scout Service Center for use of all facilities. There are four facilities owned by the council which are covered by these procedures

**Scout Service Center**

401 E. 37<sup>th</sup> Street ! PO Box 7338  
Long Beach, CA 90807  
Phone (562) 427-0911

**Aquatics Center**

5875 Appian Way  
Long Beach, CA 90803

**Will J Reid Scout Camp**

4747 Daisy Avenue  
Long Beach, CA 90805

**Camp Tahquitz**

41700 State Highway 38  
Angeles Oaks, CA 92305

**Effective Date:** The effective date of this procedure is July 3, 2002 and supersedes all previous procedures and agreements.

**Indemnity and Hold-harmless Agreement**

In consideration of the City of Long Beach, a Municipal Corporation ("City of Long Beach") using:

**Camp Tahquitz - Will J Reid - Sea Scout Aquatic Center**

On July 9, 2011 through August 27, 2011 City of Long Beach  
(Dates of Usage) (Name of Organization)

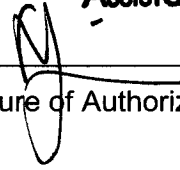
shall indemnify, hold free and harmless, assume liability for, and defend the Long Beach Area Council, Boy Scouts of America and the Boy Scouts of America, its chartered affiliates, and their agents, servants, volunteers, employees, officers, and directors from any and all costs and expenses including but not limited to attorneys' fees, reasonable investigative and discovery costs, court costs and litigations expenses, and any and all other sums which the Long Beach Area Council, Boy Scouts of America and Boy Scouts of America, its chartered affiliates, and their agents, servants, employees, officers, and directors may pay or become obligated to pay on account of any, all and every claim or demand or assertion of liability, or any claim or action founded upon or related thereto, arising or alleged to have arisen out of **City of Long Beach's** use of real or personal property belonging to the Long Beach Area Council, Boy Scouts of America and the Boy Scouts of America, its chartered affiliates, and their agents, servants, employees, officers and directors, by any negligent or wrongful act or omission by **City of Long Beach**, its members, agents, servants, employees, officers, or directors whether occurring by their active or passive negligence or wrongful acts.

Dated: 7.29.11

2760 Studebaker Ad.  
Organization Address

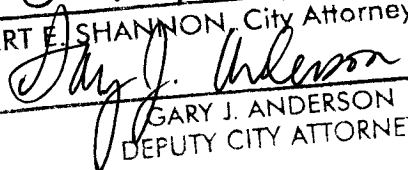
Long Beach, CA 90815  
City, State and Zip

**Assistant City Manager**

By:  EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.  
Signature of Authorized Representative

Patrick H. West, City Manager  
(Print Name)

Attn: Alan Kosoff, (562) 570-3157  
Day time phone number

APPROVED AS TO FORM  
July 7, 2011  
ROBERT E. SHANNON, City Attorney  
By  GARY J. ANDERSON  
DEPUTY CITY ATTORNEY

### Rental Group Letter of Agreement

This letter of agreement is required for use of council facilities by all non-Long Beach Area Council groups **prior** to use. Sign this letter of Agreement, and the Hold Harmless Agreement, and send all copies along with other required documents and required fees to:

**Long Beach Area Council • Boy Scouts of America**  
401 E. 37<sup>th</sup> Street • PO Box 7338  
Long Beach, CA 90807

We hereby agree that the following

We City of Long Beach  
(Group, organization, entity or person)

hereby agree to the following terms for the use of the following facility:

Camp Tahquitz - Will J Reid - Sea Scout Aquatic Center

for the purpose of : Municipal recreational swimming

Period of use: From: Date: 7/9/2011 Time: \_\_\_\_\_ AM/PM

To: Date: 8/27/2011 Time: \_\_\_\_\_ AM/PM

or as specified: Times as approved from July 9, 2011 - August 27, 2011

**CONDITIONS:**

- 1. It is understood and agreed by both parties that the following documents are required and have been provided:

T A Certificate of Insurance evidencing coverage in effect (including Contractual Liability, which will cover the Hold-Harmless Agreement). This Certificate of Insurance must state that the limits of liability are at least \$2,000,000,00 Combined Single Limit, with the Long Beach Area Council, Boy Scouts of America, and the National Council, Boy Scouts of America, named as additional insured, ten (10) day written notice of cancellation, and the period of time involved. ~~Boy Scouts of America Units are already covered under the national Liability Insurance Policy, therefore we only need proof of accident insurance.~~

Policy Number \_\_\_\_\_ Company \_\_\_\_\_

## Long Beach Area Council

## Boy Scouts of America

- T A Hold-Harmless Agreement.
  - T A current roster showing the names of all youth and adults participation in this activity (must be provided to the Facility Ranger upon check in).
  - T A current roster showing the names, addresses and telephone numbers of at least two (2) adults over the age of 21 participation in this activity (must be provided to the Facility Ranger upon check in).
  - T A roster showing the names, addresses, and telephone numbers of the officers of the group (required the day of the event. Must be provided to the Facility Ranger upon check in).
2. It is understood and agreed by both parties that renting group will provide at least one (1) adult leader at least twenty-one (21) years of age or older for every ten (10) youth members below the age of twenty-one (21) years of age; that a minimum of two (2) adult leaders are required for this activity; that a minimum of two (2) adults be present with the group at all times while the group is using the facility.
  3. It is understood and agreed by both parties that the group will abide by any and all facility operating rules and any directions and instructions of the facility ranger, the Scout Executive (and his/her designee)
  4. It is understood and agreed by both parties that should the renting group fail to provide proper leadership or fail to abide by the facility operation rules or the directions and instructions of the facility ranger, or the Scout Executive (and his/her designee), he/she may at his/her discretion terminate this letter of agreement and require the using group to vacate the facility, forfeiting any and all fees and monies agreed to herein.
  5. It is understood and agreed by both parties that no alcoholic beverages or illegal drugs are permitted to be used on the premises.
  6. It is understood and agreed by both parties that driving of company or group owned vehicles on the facility will require the rental group to provide evidence of their Automobile Liability insurance for the same limits as required for the General Liability.
  7. It is understood and agreed by both parties that the user shall be responsible for protecting the facility and properties for any and all damages to the facility and properties which may reasonably be attributed to the actions of the said user and the user agrees to pay any and all reasonable damage claims when presented.
  8. (a) it is understood and agreed by both parties that the fees for the subject facility are due prior to the activity.

**Long Beach Area Council**

**Boy Scouts of America**

Facility Use Fees Due in the Amount of \$ 9,500

Security Deposit Due in the Amount of \$ N/A

b. A security deposit is required. The security deposit is refundable after the group leaves the facility unless damage has occurred, in which case the amount of the security deposit is applied as a credit to the damage claims as provided in paragraph seven (7) of this agreement. The amount in excess of the damage claim, if any shall be refunded to the group.

c. It is understood and agreed that all use fees shall be paid to the Long Beach Area Council office prior to the use of the facility by the group

The following persons are the executive officers (or their designees) of the group and are authorized by the group to sign this Letter of Agreement:

By: the group,

[Signature]  
(Authorized individual signature)

Attn: Dept. of Parks, Recreation and Marine  
Address

2760 Studebaker Rd.      CA      90815  
City                                      State      Zip

Date: 7.21.11

By:

Long Beach Area Council,  
Boy Scouts of America

[Signature]  
Long Beach Area Council  
Representative

Date: 8/8/11

APPROVED AS TO FORM

July 7, 2011  
ROBERT E. SHANNON, City Attorney  
By [Signature]  
GARY J. ANDERSON  
DEPUTY CITY ATTORNEY