

**Pine Grove Day Camp
4010 Herbertsville Rd.
Wall Twp, NJ 08724
(732) 938-3760 fax (732) 938-2088**

AGREEMENT

An agreement, made in Monmouth County, New Jersey on May 26, 2011 by Intentional Camping, Inc. a New Jersey Corporation, owner of the property and business known as Pine Grove Day Camp (hereinafter "CAMP"), and Brick Township Board of Education, (hereinafter the "RENTER")

WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

1. **Term of Agreement:** The RENTER agrees to hold its "Senior Picnic" for Brick Township High School, commencing at or about 9:00 AM on Tuesday June 7th, 2011 and ending at or about 3:00PM on Tuesday June 7th, 2011. The Rain date for this event will be Wednesday June 8th, 2011.

2. **Provisions:** CAMP agrees to provide its facilities and RENTER shall have use of the camp facilities including, Pools (lifeguards to be provided by the RENTER), Dining Facilities, utilities, and grounds and indoor facilities (Gym or Rec Hall).

3. **Fee:** The cost per student will be **\$25.00** with a **Guaranteed Minimum of 175 Students.**

Food Service (Unlimited 11AM-1PM):

- Hamburgers & Buns
- Hot Dogs & Buns
- Bar-B-Cue Chicken Breasts & Buns
- Vegetarian Baked Beans
- Old Fashion Fixings Bar
- Corn on the Cob
- Pasta or Potato Salad
- Cole Slaw
- Fresh Fruit
- Fresh Baked Cookies
- Pretzels/Potato Chips
- Assorted Ice-Cream Treats
- Water/Lemonade/Iced Tea

4. **Deposit:** Upon execution of this Agreement, the RENTER shall return this Agreement to CAMP along with a good faith non-refundable deposit of \$1,000.00 which shall be applied to the final payment due CAMP. Deposit will be sent within ten (10) working days.

5. **Cancellation:** Should the RENTER cancel this Agreement after March 1, 2011 an additional \$1,000.00 (one thousand dollars) shall be paid to the camp to indemnify its loss of income. Notice of cancellation must be MADE IN WRITING.

6. **Use of Facilities:** The premises shall be used by the RENTER for a School Event. The CAMP retains the right to enter any of the buildings in use by the RENTER at any time, for the purpose of examining, making repairs, cleaning or alterations as may be necessary. The CAMP's right to enter into any of the buildings during use by the RENTER shall not interfere with the RENTER's reasonable use of the premises. **No one except Pine Grove Day Camp employees are permitted to be in the kitchen at any time unless arrangements are made in advance.**

7. **Condition at End of Term:** At the end of the term of use, the premises, furnishings and equipment contained therein will be returned in the same condition as at the beginning of the term.

8. **Damage:** The RENTER agrees to assume full responsibility for any and all damage done to CAMP property on the part of RENTER participants over and above the normal and reasonable wear and tear. The RENTER agrees to reimburse CAMP for any such damage upon receipt of bills for repairs to said premises.

9. **Insurance:** The RENTER will provide CAMP with a Certificate of Liability Insurance in an amount of not less than \$1,000,000 (one million dollars) prior to arrival date.

10. **Hold Harmless:** The RENTER agrees to hold CAMP harmless in any third-party lawsuit for any accident or injury occurring for the duration of the picnic. The Hold Harmless provided by RENTER to CAMP is provided only in the event that the CAMP is not negligent in any way. In addition, CAMP agrees to hold RENTER harmless in any third party lawsuit for any accident or injury occurring for the duration of the picnic which accident or injury is caused by CAMP.

11. **General Rules:**

- Private Vehicles may be parked only in areas designated by CAMP.
- NO SMOKING anywhere on CAMP grounds or in CAMP buildings.
- There is no alcohol permitted at camp.
- The possession of firearms, knives, fireworks, illegal substances on CAMP grounds is PROHIBITED.
- The CAMP kitchen is OFF-LIMITS to participants unless specifically arranged for and supervised by CAMP personnel.
- Campfires and all other open flames will be PROHIBITED except with consent of the on-site event manager.
- NO PETS are permitted on our grounds.

12. **Security Deposit:** An escrow deposit in the amount of \$1,000.00 (one thousand dollars), made out to the order of CAMP, will be tendered on the date of the group's arrival and held until the day after completion of the contract. This deposit shall stand as security for the faithful performance by the RENTER of all the terms and conditions of this Agreement, reimbursement by the RENTER for any breakage, damage or loss and the delivery by the RENTER to CAMP at the expiration of the term, of the premises, dwellings, furniture, and furnishings and other personal property in the same condition as at the beginning of the term. CAMP is NOT RESPONSIBLE for RENTER participant's personal possessions. CAMP is not responsible for any possessions not claimed within 24 hours. In no event shall the \$1,000.00 security deposit represent any maximum liability on the part of the RENTER for any damage or other loss to CAMP property.

13. **Number of Participants:** The RENTER agrees to notify CAMP, at least one week prior to its arrival date, as to the total number of participants with a **Minimum Guarantee of 175**.

14. **Payment:** The balance must be received by CAMP at least 24 (twenty-four) hours BEFORE any participants arrive unless prior arrangements are made. The deposit should be deducted from the balance due. In addition, a separate check, representing the Security Deposit is due on the date of arrival. Payment **MUST BE TENDERED BEFORE** any participants arrive.

15. **Full Agreement:** The aforementioned represents the full Agreement between the parties in respect to the utilization of the camp (CAMP) by the RENTER.

16. **Medical Services:** CAMP will not provide any medical services. RENTER is responsible for providing a First Aid Kit. CAMP will provide the contact information for the local emergency services.

17. **NO ASSIGNMENT.** This contract may not be assigned to any party.


18. **INDEMNIFICATION.** International Camping, Inc. shall defend, indemnify and hold the Brick Township Board of Education harmless from and against any claim for injury to person or property, including related attorneys fees, arising out of, in whole or in part, the actions of International Camping, Inc., its principals, agents and employees or arising out of, in whole or in part, the condition of the premises and facilities of Pine Grove Day Camp.

19. **BENEFIT.** This Agreement shall be binding upon and inure to the benefit of the legal representatives and successors of the parties hereto.

20. **CONSTRUCTION.** This Agreement is being delivered and performed in the State of New Jersey and shall be construed and enforced in accordance with the laws thereof.

21. **NOTICES.** All notices, requests, demands and other communications hereunder shall be written, and shall be deemed to have been duly given if delivered or mailed, by certified mail, return receipt requested, to the parties hereto at the address stated on the first page of this contract.

22. **COUNTERPARTS.** This agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Date: 5/26/11 BY:  _____ L.S.
James W. Edwards, Jr., CPA
Business Administrator/Board Secretary

BY: _____ L.S.
Gary Maser, Director
Intentional Camping, Inc.
Pine Grove Day Camp