

**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 September 30, 2015 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 for the Benefit of Brick Township High School, (hereinafter the "RENTER")

WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

1. **Term of Agreement:** The RENTER agrees to hold its "Senior Picnic" commencing at or about 9:00 AM on Monday, June 6, 2016 and ending at or about 3:00PM on Monday, June 6, 2016. In the event of inclement weather, the CAMP will be made available on a mutually agreed upon date as a rain date. This rain date can be determined any time after April 30th. The same times will apply.

2. **Provisions:** CAMP agrees to provide its facilities and Dining Facilities for the RENTER during its stay. The RENTER has use of the camp facilities including, a minimum of one Pool (assigned at the discretion of the CAMP), and Lifeguards for 4 hours (lifeguards to be provided by the RENTER), Dining Services, utilities, and maintenance of grounds. Indoor facilities (Gym or Rec Hall) available if needed.

3. **Fee:** The cost per student will be **\$26.00** with a **Guaranteed Minimum of 175 Students.**

4. Food Service (Unlimited 11AM-1PM):

- Hamburgers/Buns
- Hot Dogs/Buns
- Bar-B-Cue Chicken Breasts/Bun
- 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 March 1, 2016 or later 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. "In the event of cancellation, CAMP shall make a good faith effort to schedule another

event for said day, in which case if another event is schedule then RENTER shall not be subject to additional one thousand dollars for indemnity of loss.”

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. **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:** RENTER will obtain insurance with a reputable insurance company. RENTER will procure a commercial general liability policy with insurance limits of not less than \$1,000,000. RENTER will also have CAMP named as an additional named insured on RENTER's insurance policy. At least 30 days prior to RENTER's arrival date, RENTER will provide to CAMP a Certificate of Liability Insurance Form evidencing RENTERS procurement of insurance and naming CAMP as an additional named insured.

10. **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.

11. **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 **no later than one week prior** to 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 participants' 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.

12. **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.**

13. **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. Payment MUST BE TENDERED BEFORE any participants arrive. Should RENTER not tender the balance, in full, at

least two weeks prior to the arrival date, payment is required in full, by a Board of Education Check, 24 hours BEFORE the arrival date.

14. **Additional Charges:** The Camp may submit a voucher certifying any actual additional charges incurred. The Camp understands and acknowledges the Renter regularly schedules its meeting for the last Thursday of the Month. It is the Camp's obligation to ensure the certified voucher for additional charges and any other necessary paper work is submitted prior to the meeting. If the voucher and any other necessary paper work is not timely submitted, the vouchers will be placed on the next month's meeting. The Camp must submit a certified voucher within 10 days of the event.

15. **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.

16. **Camp Liability Certification:** CAMP shall provide proof of general liability insurance.

17. **Business Registration Certification:** CAMP shall provide a copy of its Business Registration Certificate pursuant to N.J.S.A 52:32-44.

18. **Non-Involvement in Prohibited Activities in Iran:** CAMP shall provide a Certification of Non-Involvement in Prohibited Activities in Iran pursuant to N.J.S.A. 18A: 18A: 49.4 8a.

19. **Equal Opportunity Language Requirement:** CAMP shall be bound by mandatory Equal Opportunity Language Required pursuant to N.J.S.A. 10-5.31 et seq, and N.J.A.C. 17:27-1 et seq.

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

Date: _____ BY: _____ L.S.
For the RENTER

(print name) (title)

BY: _____ L.S.
Wendi Sue McAllister
Assistatn Director
Intentional Camping, Inc.
dba Pine Grove Day Camp