

Whispering Pines Camp Agreement

The United Students Government Service Group, Inc. (hereinafter “USG”), the owner and manager of the Whispering Pines Camp (hereinafter the “Camp”), agrees to lease the Camp to the undersigned organization, person, or persons (hereinafter “User”). User, in consideration for the use of the Camp, agrees as follows:

1. Definitions: USG Recognized Organization means any organization formed in accordance with the USG Constitution and recognized by USG. Outside organizations and groups means all others, individuals or otherwise, not formed in accordance with the USG Constitution.
2. All reservations must be made and confirmed by USG three weeks prior to your reservation date.
3. User reserving the camp MUST execute the attached policies and Procedures. It is the responsibility of User to inform all members of the group of these policies and procedures. This Agreement must be returned to the USG Business Office two weeks prior to the reservation date.
4. A \$200.00 security deposit is required for all groups. Your security deposit is due on the date that appears on your Camp Reservation form. If your deposit is not received by the due date, your reservation will automatically be cancelled and the date will be available to other customers. All security deposits are fully refunded after a thorough inspection of the facilities. However, if facilities are damaged, dirty, or if items have been stolen, the deposit may be retained.
5. Balances and signed paper work are due to the USG Business Office two weeks prior to the reservation date. The due date can be found on your Whispering Pines Reservation form. Failure to adhere to this may result in cancellation. There will be **no exceptions**.
6. In the event of a cancellation, USG requires two weeks’ written notice sent via email to the USG Camp Coordinator and USG Business Manager in order to refund your security deposit. Cancellations made with less than two weeks’ written notice will receive no refund.
7. If you are interested in renting the Smart Cart (includes Blue Ray/VHS, VHS/DVD, Projector, Speakers, and Amplifier) there is an additional deposit fee of \$50.00. The deposit fee will be refunded if there are no damages to the Smart Cart and all items included with the Smart Cart are intact. Rental fee is:

Weekend (Friday, Saturday, or Sunday) \$50.00

Weekly \$100.00

8. The earliest groups can arrive at camp is 12:00 pm. Upon arrival groups must check in at the camp office. The latest arrival time being no later than 10:00 pm. Entrance gates will be locked at 10:00 pm reopening at 7:00 am with **no exceptions**. Check out time is 5:00 pm. Before checking out you must contact the Camp Manager for a final inspection of the lodge.
9. No representative or statement of warranties, express or implied, have been made on behalf of the Camp, USG regarding the Camp, facilities thereon, or the Camp equipment.
10. User shall accept the Camp grounds the facilities thereon and the Camp equipment in their existing condition.
11. Under no circumstances shall the USG be liable for any defect in such property or any limitation in the use of said property.
12. To the fullest extent permitted by law, User agrees to defend, indemnify, and hold USG harmless said against any and all claims, actions, liabilities, damages, losses, costs, settlements, judgements, and expenses (including attorneys' fees) arising, or alleged to arise out of the User's use or lease of the Camp, its facilities, and equipment, or User's breach of this Agreement.
13. User is responsible for any and all damage caused to USG property, and in the event USG property is damaged, User shall reimburse USG for the repair, or if necessary, replacement of the damage property. The determination of whether the damaged property needs to be repaired or replaced is in USG's sole discretion.
14. User shall obey and cause its members to obey all regulations and rules established by the Camp, a copy of which hereby received. In addition,
 - a) User shall also be responsible for its organizations compliance with all applicable laws, ordinances and regulations of state and local government and agencies including, but not limited to, provisions for health care and disposition of refuse
 - b) USG and the Camp Manager reserve the right to take any disciplinary action deemed as necessary to ensure the safety of the organization as well as USG property, including the Camp and grounds.
15. Alcohol and illegal drugs are not permitted at the Camp. According to the policies created by USG, the use of alcohol at Camp is strictly prohibited. If this policy is violated, the group(s) involved will have their security deposit revoked and will not be allowed to use the Camp for up to three years from the date of the infraction. Should a group be warned that a violation has occurred and those involved in the violating action persist, a representative of the Camp

will contact local authorities and the group in its entirety will be asked to leave the property or be removed. USG reserves the right to take any and all appropriate legal actions against a User that violates the “no alcohol” policy. The person(s) signing this Agreement shall be held responsible for the group as a whole.

16. The Camp is on posted, private land. No pets, firearms, or weapons of any kind, fireworks, snowmobiles, or motorcycles are allowed on the property. Swimming in the ponds at Camp is strictly prohibited. Fishing, snowshoeing, cross-country skiing, tobogganing, outdoor camping and other seasonal sports are allowed. Campfires may be built, but only in designated areas. Extreme caution is to be used with all campfires. All campfires must be set up at least 50 feet from any of the lodges. User is to ensure all campfires are extinguished. User is responsible for any and all damage caused by any campfire during User’s lease of the Camp.
17. Your organization is responsible for returning the Camp to its original state. Including, but not limited to, the following:
 - a) Cleaning the lodge(s) and keeping the grounds litter-free.
 - b) Returning all cooking and serving utensils to their proper places.
 - c) Not disturbing or removing any trees, plants and/or animals from the property of the camp.
 - d) Placing your garbage and recyclables in the areas provided for their disposal. Cardboard and paper must be kept separate and left on the porch before you leave.
18. Smoking, including electronic cigarettes, is prohibited in any of the lodges at the Camp. There shall be no smoking permitted within 50 feet of any of the lodges and all cigars, cigarettes, and the like must be safely discarded. User is to be mindful that there are times of year where the Campgrounds are susceptible to fire. As such, User is to be cautious when disposing of cigars, cigarettes, and the like.
19. The mattresses and bunk beds are not to be re-arranged or moved from the sleeping quarters.
20. Camp Reservations and Camp Manager reserve the right to contact your organization’s representative regarding any special arrangements and other pertinent details of your trip.
21. USG Recognized Organizations understand that they are also bound by the USG Constitution. A violation of this Agreement or the Constitution may, in

addition to any disciplinary action at the Camp by the Camp Manager, also result in action by any of the governmental branches of USG.

22. If a term or provision in this Agreement is stricken, unenforceable, or illegal, the rest of this Agreement remains in full force and effect and shall be construed as reasonably as possible so to give full effect to the original intent of that term or provision.
23. This Agreement will be governed by and interpreted in accordance with the laws of the State of New York. The parties to this Agreement agree that the exclusive jurisdiction and venue for any action relating to this venue shall be a federal or state court in Erie County, New York, and the parties hereby consent to such jurisdiction and venue.
24. There shall be no modification to this Agreement except in writing signed by the parties hereto.
25. In the event at any time, USG shall institute any action or proceeding against the other relating to this Agreement or any default hereunder, USG, if it is the prevailing party in such action, shall be entitled to reimbursement from the non-prevailing party of all reasonable attorneys' fees, costs, and disbursements incurred in connection therewith.
26. Each party to this Agreement has reviewed this Agreement. The normal rule of construction to the effect that any ambiguities herein are to be resolved against the drafting party will not be employed in the interpretation of this Agreement.
27. This Agreement may be executed in one or more counterparts, each of which will constitute an original, but all of which together constitute a single document.

APPLIES ONLY TO USG ORGANIZATIONS

- A. USG Recognized Organizations may make reservations throughout the year.
- B. USG Recognized Organizations are allowed to use the Camp at no charge. Individuals attending Camp Weekend must be a Buffalo State College undergraduate student and must have signed the USG Travel Policy prior to the event.
- C. USG Recognized Organizations driving their personal vehicles to Camp must be listed on the Travel Policy and must complete the Vehicle Registration form. Failure to do this will result in eviction of student and vehicle from the Camp.

- D. USG-funded Organizations must submit a Purchase Order made payable to USG for their security deposit. Your Purchase Order will be voided as long as the facility is left the way it was upon arrival.

I have read and understand the policies and procedures of USG regarding use of the Camp and agree to comply with all the provisions contained herein.

Organization_____

Title_____

Signature_____

Date_____

Advisor's signature_____

Date_____

APPLIES ONLY TO OUTSIDE ORGANIZATIONS AND GROUPS

- A. Outside organizations and groups, Buffalo State faculty and staff, and off-campus groups must pay for usage of the Camp.
- B. All Outside organizations and groups must submit a security deposit check made payable to USG. Outside organizations and groups can expect a refund within a two-week time period. However, if facilities are damaged, dirty, or if items have been stolen, the deposit may be retained.
- C. All outside organizations and groups are required to, at their sole cost and expense, obtain and maintain commercial general liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, death, property damage, contractual liability, and personal injury liability, and shall be primary and non-contributory. Such commercial general liability insurance shall cover any indemnification agreements/obligations of the outside organization or group contained in this Agreement. The United Students Government Service Group, Inc., and its parents, subsidiaries, and affiliates shall be named as additional insureds by endorsement. The outside organization or group shall provide USG with certificate(s) of insurance satisfactory to USG, signed by an individual with authority to bind the applicable carrier(s), evidencing maintenance of the required policies and in compliance with the insurance requirements in this Agreement. The certificate(s) must be submitted to the USG Business Office two weeks prior to the reservation date. Failure to adhere to this may result in cancellation. There will be **no exceptions**.

I have read and understand the policies and procedures of USG regarding use of the Camp and agree to comply with all the provisions contained herein.

Organization _____

Title _____

Signature _____

Date _____

Revised 2/27/17