



TERMS AND CONDITIONS TO YMCA CAMP SHADY BROOK GROUP RENTAL CONTRACT

1. **METHOD OF PAYMENT:** Deposits and payments shall be made by check payable to “YMCA Camp Shady Brook” and mailed to YMCA Camp Shady Brook, Attn: Chris Maddy, 8716 S Y Camp Road, Deckers, CO 80135.
2. **CLEANING AND DAMAGES DEPOSIT:** Guest agrees to maintain Camp facilities in a neat and clean condition. YMCA reserves the right to use any or all of the Cleaning and Damages Deposit toward any of the Guest’s payment obligations under this Agreement or any claims that YMCA may have for extraordinary cleanup, damages to or destruction of any property/equipment located in, on, or around the Camp belonging to YMCA as a result of Guest’s use of the Camp or in any way relating to the Event. Charges for repairs, clean up, or replacement of property will be included on the final invoice, or if not determined by the end of the Event, an invoice will be submitted to Guest along with any remaining unused balance of Client’s Cleaning and Damages deposit within fourteen (14) days. Repairs and extra cleanup performed by YMCA staff will be charged at the rate of \$50.00/hour. In the event of any termination of this Agreement, the Cleaning and Damages Deposit, or additional charges due related thereto, shall be administered as described in this paragraph.
3. **REFUNDS AND CANCELLATION:**
 - a. **YMCA Terminations**
 - i. This Agreement may be terminated without notice and the Guest’s Event reservation may be terminated at any time by YMCA if:
 1. YMCA deems in its sole discretion that the Event is (a) inconsistent with YMCA’s and the Camp’s mission and values, family-oriented setting, and the image and good reputation of the YMCA and its operations, or (b) otherwise places the YMCA’s licensure with the Colorado Department of Human Services or accreditation with the American Camp Association (ACA) at risk.
 2. YMCA deems in its sole discretion that Guest has failed at any time to fully disclose programming details of the Event and its objectives.
 3. YMCA determines the Event cannot be or is not, in fact, conducted in a safe and professional manner to protect YMCA property and participants of Guest’s Event, is otherwise not compliant with the Licensing and Accreditation Requirements, or is not being held consistent with the requirements of the Alcohol Addendum to the Group Rental Contract, if any.
 4. Guest fails to timely provide YMCA with any item or payment described or referenced in the Payment and Deliverables Schedule.
 5. Guest, its invitees, or vendors fail to comply with Camp Rules. Alternatively, and at YMCA’s sole discretion, failure to comply with Camp Rules may result in a \$1,000 fine to be included on the final invoice for the Event.
 - ii. In any of the above circumstances, the Non-Refundable Reservation Deposit will not be returned to Guest. The YMCA will have sole and complete discretion to determine whether Guest shall be responsible for payment of the remainder of the Guaranteed Minimum Contract Amount.
 - b. **Unforeseen Circumstance Termination**
 - i. This Agreement may be terminated without notice and the Guest’s Event reservation may also be cancelled at any time by YMCA upon the occurrence of natural disasters, severe weather, acts of God, power outages, strikes, riots, governmental actions or regulations, or other events beyond the control of YMCA (each, an “Unforeseen Circumstance”) prevent the safe and reasonable use of the Camp.
 - ii. YMCA shall not be liable for losses, damages (including attorney’s fees, court costs, and consequential damages), detention, delay or failure to perform in whole or in part resulting from Unforeseen Circumstances.
 - iii. If YMCA notifies Guest of an Unforeseen Circumstance, and cancels the Event in whole or in part, the YMCA reserves the right to determine in its sole discretion whether Guest should be relieved from any obligation to pay a pro-rated sum of the Guaranteed Minimum Contract Amount on the final invoice corresponding to the Unforeseen Circumstance. Last minute cancellations of outdoor site use due to inclement weather will not be considered for refunds.
 - c. **Guest Cancellation**



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- i. The Non-Refundable Reservation Deposit may be refunded, an administrative fee in the amount of 10% of the Guaranteed Minimum Contract Amount, and this Agreement may be cancelled by Guest if within 90 days of the Event, Guest identifies another group, acceptable to YMCA in its sole discretion, to assume the terms of this Agreement.
 - ii. If an acceptable group is not found, the Event will be cancelled, YMCA will keep the Non-Refundable Reservation Deposit, and Guest shall pay the balance of the Guaranteed Minimum Contract Amount within ten (10) days of demand from YMCA after application of the Cleaning and Damages Deposit, if any has been received.
4. **SPECIALIZED PROGRAMS:** Any programming fee paid by Guest covers a certain number of programs per activity block identified in the Agreement. YMCA will undertake its best efforts to provide Guest with the specialized programs selected in the Agreement. However, all such programs are subject to cancellation based upon weather conditions, equipment and staff availability, and other Camp guest requests. In the event Guest's requested program is unable to be scheduled, YMCA will provide Guest with another program instead. In the event the YMCA is unable to hold any specialized programs for Guest as a result of weather conditions, equipment and staff availability, or other Camp guest requests, Guest will receive a full refund of the programming fee.
5. **INDEMNIFICATION:**
 - a. Guest, Guest Supervisors (as hereinafter defined), its agents, officers, directors, employees, members, volunteers, and invitees agree to indemnify and hold harmless YMCA, its officers, directors, volunteers, agents, and employees against any and all liability, claims, actions, demands, costs of suit, damages, judgments, and/or losses of any kind or nature that may occur or be claimed with respect to the rental and use of the Camp and any other YMCA facilities, as well as any person or persons, corporation, property or chattels, on or about the Camp resulting from any act done, or omission by or through the Guest, its agents, contractors, employees, volunteers, invitees, or any person on the premises of the Camp by reason of Guest's use or occupancy thereof. These may include, but are not limited to accident, injury or damage to property arising from any act of the Guest's guests, invitees, or Guest Supervisors, whether intentional or negligent, including those which occur during use, and Guest's provision, service, and dispensing of alcoholic beverages at the Camp. Guest agrees to pay all costs and attorney fees incurred by YMCA, its owners and representatives in defending any such claim or action brought against YMCA and/or its representatives, employees, volunteers, officers, directors, and agents. In the event YMCA or its directors, volunteers, officers, employees and/or agents are required to file any action in court in order to enforce any provisions of this Agreement, Guest agrees to pay YMCA, its officers, directors, volunteers, employees and/or agents all reasonable attorney fees, court costs, and costs of suit incurred by YMCA, including all collection expenses and interest due.
 - b. In furtherance thereof, all of Guest's invitees, employees, agents, officers, and directors, or other guests who use the Camp during the Event shall be required by Guest to sign the liability waiver and release provided by the Camp. In the event Guest's invitees are under eighteen years of age, a parent or guardian must sign on their behalf.
6. **INSURANCE:** The following must be provided within thirty days of the Event:
 - a. **Special Event Liability Insurance:** Guest shall obtain at its sole cost and expense, and provide YMCA with, Special Event Liability Insurance evidenced by a Certificate of Insurance. Such insurance certificate shall list "YMCA of the Pikes Peak Region" as an additional insured for a minimum of one million dollars (\$1,000,000) for public liability and personal property damage, insuring YMCA and its employees, contractors, agents, volunteers, officers, and directors against all bodily injury, property damage, personal injury and other loss arising out of Guest's use and occupancy of the Camp, including appurtenances to the Camp, sidewalks, and roadways. The Certificate of Insurance shall list the dates of use for the Event, the facility being rented (YMCA Camp Shady Brook) and the full legal name of the Guest organization using the facility. The Certificate of Insurance must be sent to YMCA Camp Shady Brook, ATTN: Camp Shady Brook business office, 8716 S Y Camp Rd, Deckers, CO 80135. If Guest does not provide a copy of the required Certificate of Insurance when and as described, this Agreement will be terminated as described herein.
 - b. **Host Liquor Liability Insurance:** If alcohol will be served, Guest's Special Event Liability Insurance must include Host Liquor Liability coverage to protect Guest and YMCA against alcohol related accidents. Established catering services may use their license and insurance to cover this requirement.



- c. **Vendor Insurance and Licensure:** YMCA reserves the right of final approval of all outside caterers and any other vendors selected for the Event. All caterers must provide proof of Public Liability Insurance, including the expiration date, the policy limits, and the name of the insurer, naming “YMCA of the Pikes Peak Region” as an additional insured. All caterers must also have and provide a copy of all necessary licenses and permits required by the State of Colorado Health Department.
7. **HEALTH SERVICES:** Guest acknowledges that YMCA will not be providing health services or supplies for Guest. At all times, Guest shall have on site at least one person certified in first aid and CPR, and Guest shall provide any and all first aid and medical supplies, and/or emergency transportation necessary to protect the health and safety of its attendees and invitees. Camp staff must be informed by Guest should an attendee or invitee require advanced medical care. Guest is advised Camp is within a 10 minute response time of EMS. The closest emergency care facility is in Woodland Park, 35 minutes from Camp.
8. **LICENSING AND ACCREDITATION REQUIREMENTS:** YMCA Camp Shady Brook is fully licensed by the Colorado Department of Human Services in addition to being accredited by the American Camp Association (ACA). Guest is responsible for knowing and adhering to Colorado State Licensing Requirements set by the Department of Human Services stated in their regulation document 12 CCR 2509-8, and any requirements of the ACA (collectively, the “**Licensing and Accreditation Requirements**”) applicable to the Event, Guest, and Guest’s employees, volunteers, and supervising adults over the age of eighteen (collectively, “**Guest Supervisors**”). In the event of a conflict between this Agreement and the Licensing and Accreditation Requirements, the Licensing and Accreditation Requirements shall control.
9. **REPRESENTATIONS AND WARRANTIES:** Guest represents and warrants:
- d. Guest’s use of the Camp will be for lawful purposes and will be used in a manner consistent with the Camp and YMCA’s missions and values as described herein.
 - e. Guest shall comply with the Licensing and Accreditation Requirements;
 - f. Guest shall complete background checks for all Guest Supervisors prior to the date of the Event;
 - g. No Guest Supervisors have been the subject of a credible accusation of sexual misconduct, nor have they been convicted or pled guilty to a felony involving a crime of violence, sexual misconduct, or abuse;
 - h. All Guest’s attendees and Guest Supervisors are physically fit and in a condition that will allow them to participate fully in the Event; and
 - i. Guest will not diverge from its programming schedule provided to the Camp;
10. **CAMP RULES:** Guest, on behalf of itself, its attendees, its invitees, vendors, and Guest Supervisors shall comply with all Camp standards, rules, and policies governing the use of the Camp including alcohol and cleaning policies set forth in its Camp Rules posted online at www.campshadybrook.org (the “**Camp Rules**”), and incorporated herein by reference. Guest, its invitees, and vendors are required to attend a Camp orientation to review the Camp Rules prior to commencement of the Event, or such individual’s use of the Camp facilities.
11. **PHOTOGRAPHY, PROMOTIONS, AND COPYRIGHT:** YMCA shall have the right to take photograph, record, video tape and/or utilize Guest’s and its attendees’ image, voice, picture, name, or other reproduction (“**Media**”) specifically for use in YMCA marketing materials and on social media. All right to and use of the Media taken by YMCA shall be retained by YMCA. To the fullest extent allowed by law, Guest hereby waives all rights of publicity and privacy in the use of its name and likeness, and Guest grants the YMCA permission to copyright, use, and publish (including by electronic means) its name and likeness, in whole or in part, in any form and for any purpose. Guest is permitted to make its own Media of the Event; however, any commercial use of the likeness of Camp facilities and grounds is strictly prohibited without the express written consent of YMCA. Guest is licensed photographs and videos of the Camp provided by YMCA for Guest’s marketing purposes limited to the Event, however, YMCA retains all rights to such items.
12. **VENUE AND CHOICE OF LAW:** Any suit brought by Guest or YMCA with regard to any claim related to any aspect of this Agreement must be brought in the El Paso County, Colorado, District Court, or in the United States District Court for the District of Colorado. This Agreement shall be governed by laws of the State of Colorado without regard to conflicts of law principles.
13. **ASSIGNMENT:** This Agreement may not be assigned in whole or in part by Guest without the express written consent of YMCA.



14. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
15. **AMENDMENT:** This Agreement may only be modified or amended in writing and signed by both Guest and YMCA.
16. **SEVERABILITY:** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provisions it would become valid and enforceable, then such provisions shall be deemed to be written, construed, and enforced as so limited.
17. **WAIVER OF CONTRACTUAL RIGHT:** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
18. **"AS IS" CONDITION:** Some of the Camp facilities are old historic structures that may or may not have undergone restoration, renovation or upgrading. Guest recognizes that, as such, the Camp facilities are accepted "as is" and "with all its faults".

YMCA CAMP SHADY BROOK CAMP RULES

AROUND THE CAMP

1. **Camp Staff.** The quality of our Camp staff is of the utmost importance. Camp staff are trained and certified in running all specialized activities at Camp and are there to make sure that your group is safe and having fun while participating in Camp activities. We are dedicated to providing our Guests with top hospitality. If there is anything you need while at Camp, please speak to our staff members who will be happy to help you.
2. **Guest Staff and Supervision Requirements:** Guest groups are responsible for the supervision and actions of its participants. A leader, at least 21 years of age, must accompany the group. A ratio of 1:10 chaperone to youth under 18 years old should be observed. Please ensure that your staff are supervising youth participants at all times.
3. **Boundaries for Living and General Areas:** Guest is not permitted on grounds at the Camp which are not designated and shown on the Camp map found on the YMCA website at www.campshadybrook.org.
4. **Restricted and hazardous areas.** Guest may not enter areas marked as restricted access for Camp staff only. Guests must also stay away from hazardous areas, including the ropes course, stables, and waterfront, unless accompanied by Camp Staff.
5. **Disability and Religious Accommodations.** The Camp is located in mountainous and rocky terrain. Not all Guests may be able to access all areas of the Camp and participate in all activities. Please contact Camp staff for more specific information and to request an accommodation. Similarly, please notify Camp staff if Guest requests a religious accommodation.
6. **Vehicles.** Vehicles may be used to drop off personal items and equipment at Camp buildings. At all other times, vehicles should be left in the parking lot.
7. **Quiet Time.** Quiet time at the Camp is from 10:30 PM to 7:00 AM. Programming outside these hours must be approved by the YMCA. If programs occur or wrap up during quiet time, please be respectful of other Camp guests who may be sleeping.
8. **Fires.** In accordance with fire restrictions that may exist in the area, we are happy to provide campfires. However, we ask that special care be taken to ensure all fires are completely extinguished before leaving the area.
9. **Conservation of Energy.** Please help conserve energy during the heating season by keeping heat low when cabins are not occupied, and by keeping doors and windows closed.
10. **Pets.** Pets are not allowed at the Camp with the exception of service animals, pets approved by Camp Staff prior to arrival, and Camp staff's personal pets. Any pets allowed at the Camp must obey leash law requirements.
11. **Clean up.** YMCA asks and expects that Guests will treat Camp facilities just as they would their own home. Please help us keep Camp clean by disposing of all litter in designated trash cans around the Camp. Please also respect Camp facilities, such as bathrooms, and remember that others may also be using them. Unless specifically contracted, YMCA does not include cleanup fees in its Camp rental agreement. Guest is responsible for sweeping and vacuuming of interior Event areas used by the Guest. All trash must be collected and properly bagged. Hand scrubbing, power washing, hose-down of areas and other similar efforts to clean up spills, etc. will be billed to the Guest. Extra cleaning resulting from misuse or abuse of any of Camp facilities is not included in rental fees and will be billed to the Guest. All packing materials and excess materials (such as bubble wrap, boxes,



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hangers, wrapping paper, etc.) created by Guest's vendor deliveries must be removed and disposed of by Guest's vendors unless Guest has paid a vendor delivery debris disposal fee.

12. **Damage Incidents.** If, during the course of your Event, accidental damage does occur, it should be reported immediately to YMCA staff so arrangements can be made for quick cleanup and restitution. Damage to any room, space, furnishings, and/or equipment by the Guest or its attendees, invitees, or vendors, including graffiti or broken windows, will result in appropriate charges based on fair market cost of replacement, repair, additional cleaning, etc.
13. **Decorations:** YMCA reserves the right of final approval for all decorations brought into the Camp.
 - a. Some Camp facilities are historic structures. Guests are asked take special care not to damage or mar any of the unique carvings, initials, wall hangings, decorations, etc. Guests wishing to place decorations of their own for Events must obtain approval from YMCA for methods used to secure decorations. Only YMCA staff are permitted to rearrange and move any fragile furnishings, including but not limited to artwork, lamps, and antiques. No items may be hung from or attached to lighting fixtures or electrical outlets and switches. Ladders may be used for decorating by Guest. However, you may not stand on tables or chairs. The use of ladders is at your own risk. Staples and other penetrating items may be used to secure decorations on our wood surfaces only with the express permission of YMCA staff. Only low tack tape is allowed on floors, walls and ceilings. All decorations must be removed without causing damage to Camp facilities. Any damages caused by securing decorations will be charged to Guest after the Event.
 - b. For safety reasons, any items capable of creating an unsafe environment will not be allowed (fireworks, including sparklers, open flames, candles, sharp objects, etc.). Battery operated tea lights are recommended in lieu of candles. The use of birdseed and blowing bubbles is permitted outside buildings only. Rice, confetti, pyrotechnics, and sparklers are not permitted inside or outside the Camp. Glitter is only permitted inside Camp facilities.

GUEST EXPERIENCE

14. **Health & Safety.** Guest is responsible for providing its own first aid care, first aid supplies and emergency transportation. All Guest Groups are required to provide an adult with first aid and CPR certifications. A report of first aid care requiring more than a Band-Aid should be filed with Camp Staff. Medication and homeopathic treatments must be in original containers; Guest must have parental consent and a physician's note for use of these.
15. **No Discrimination.** YMCA prohibits discrimination on the basis of race, color, sex, age, handicap, religion, and/or national origin. YMCA reserves the right to request any person or group acting unruly and contrary to Camp Rules to leave the premises immediately. Assistance from law enforcement agencies may be requested if this request is not met.
16. **Security:** Do not bring valuable or expensive items with you to Camp. YMCA does not accept responsibility for damage to, theft, or loss of any articles or property left at the Camp prior to, during or after the Event. YMCA maintains a lost and found at its association offices located at 8716 S Y Camp Rd, Deckers, CO 80135, and will hold recovered items for up to thirty (30) days. Every attempt will be made to return any recovered items to their rightful owners. Unclaimed items will be donated to Goodwill.
17. **Behavior expectations.** Guests are expected to respect any other groups that may also be using the Camp.
18. **Smoking.** Smoking is prohibited, including medical or recreational marijuana, and vaping. Those who wish to engage in such activities must do so outside the front gate of the Camp.
19. **Alcoholic Beverages:** Possession of alcoholic beverages is not permitted at the Camp unless approved by Camp Shady Brook and an Alcohol Addendum is attached to the Guest's Group Rental Contract. In which case, as the host of a private party, Guest acknowledges responsibility for the proper and lawful consumption of alcoholic beverages at the Camp during the duration of the Event. Guest agrees to fully cooperate with and assist YMCA, Guest's catering service, and its agents in enforcing the laws of Colorado and the policies of YMCA regarding the consumption of alcoholic beverages.
20. **Drugs and medicine.** Illegal drugs are not permitted. All prescribed medicine brought onto Camp facilities must be in its original container identifying the Guest's name.
21. **Weapons.** Personal safety weapons including firearms and knives are prohibited on Camp property. Possession of any of these items will not be tolerated. Adults may possess pocket knife blades, but must keep them folded when not in use; adults may also possess straight-blade knives used for eating, and keep it in a sheath when not in use. After use, knives shall be secured and not accessible to unauthorized persons or youth.



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22. **Personal Food.** Please leave all personal food and snacks at home unless prearranged for dietary needs. Please also refrain from sharing food in your cabin due to the risk of attracting wild life. Appropriate storage is available if needed.
23. **Bedding and Personal Items.** Bedding and personal items must be kept in a clean manner so as to avoid attracting bed bugs and other insects. If Guest reasonably suspects or discovers the presence of bed bugs, he or she must notify Camp Staff immediately so further inspection and treatment can occur promptly.
24. **Phone Usage.** Due to the Camp's location, cell phone service is not available at the Camp. Camp staff may permit you to use land lines to make local, emergency, and 911 calls. If Guest wishes to make long distance calls, Guest will either need a calling card or Guest must call collect.
25. **Unforeseen Events.** For the safety of all involved, should hazardous weather occur, such as tornado, severe thunderstorm, hurricane watches and warnings, lightning strikes, etc., Camp staff reserves the right to mandate taking shelter, cease outdoor activities, stop alcoholic beverage serving, and require bands and musicians to switch to acoustic entertainment only, adjust volumes or terminate recorded music until the hazardous weather is deemed no longer a threat. If hazardous weather requires evacuation for the safety of our Guests, the Event may be terminated, and Guests will be required to vacate the Camp.
26. **Photography, Promotions, and Copyright.** Camp staff shall have the right to take photographs and videos at your Event for marketing purposes. All rights to and use of photographs and videos taken by Camp Staff belong to YMCA. Guest also has the right to take photographs and videos of the Event. Any commercial use of the likeness of YMCA buildings and grounds is prohibited without the express written consent of YMCA.

CAMP ACTIVITIES

27. **County, State, and Federal Laws and Regulations; Licensure and Accreditation:** Guest agrees to comply with all applicable county, state and federal laws and shall conduct no illegal acts at the Camp. Guest is responsible for knowing and adhering to Colorado State Licensing Requirements set by the Department of Human Services stated in their regulation document 12 CCR 2509-8, and any requirements of the ACA applicable to the Event, Guest, and Guest's employees, volunteers, and supervising adults over the age of eighteen.
28. **Music and Entertainment.** Event music may be set up indoors or outdoors, with YMCA's coordination and approval. Guests are required to abide by local noise ordinances. If the Event creates a disturbance due to high noise volume, YMCA staff may ask the Guest's DJ or live music provider to turn the entertainment volume down and/or off. If repeated disturbances occur, at YMCA's sole discretion, Guest may be asked to leave the Camp.
29. **Specialized Activities and Sports Equipment.** Specialized activities such as riflery, archery, tomahawks, and ropes courses must be conducted using equipment provided by the Camp. Any other specialized activity Guest desires to lead must be approved before arrival by Camp staff.
30. **Personal Sports Equipment.** Care of Personal sports equipment is the responsibility of Guest. Personal target sport and climbing equipment must be approved prior to use at the Camp.
31. **Waterfront activities.** The Camp offers canoes, kayaks, stand up paddle boards, and swimming for all ages. All swimming and boating must be done in designated swimming and boating areas, respectively. A YMCA certified lifeguard must be present at all times for use and in sufficient amounts to meet ACA youth-adult supervision ratios. Life vests must be worn by Guests in the vicinity of the waterfront. Further waterfront orientation is required before Guest may use or be near the Camp Lake. Camp staff will assist Guests with waterfront equipment. Waterfront activities are available for use between 9:00 AM and 5:00 PM. Diving is not permitted.