Rental Contract

This Rental Contract (CONTRACT) is entered between STONEY CREEK RANCH, hereinafter referred to as "SCR" and _____, hereinafter referred to as "guest-group".

[Guest-group] wishes to conduct a_____ (middle school retreat, high school retreat, youth camp, adult retreat, etc.) at the SCR facilities during the period from _____, 20__ (START DATE) through _____, 20__ (END DATE). For the purposes of the contract between SCR and [guest-group], the event begins upon arrival (2:00 PM or after) and ends upon departure (12:00 noon or before) from the SCR property.

The parties agree to the following:

1. Number of Participants.

a. Number of Participants. [Guest-group] agrees to provide the estimated number of campers and adult leaders to the Camp Coordinator 7 days prior to the START DATE. [Guest-group] understands that the school-year minimum is 40 and the summer-time minimum is 60. Additionally, the cost for the use of the facilities is based on a per participant charge for the lodging, food and activities provided for in this CONTRACT. All participants (youth and chaperones) are charged the same rate.

b. Changes to Total Number of Participants. [Guest-group] shall be responsible for payment of the guaranteed minimum number of participants communicated to the Camp Coordinator at least 7 days prior to the START DATE even if fewer participants actually arrive at CAMP. [Guest-group] may increase the total number of participants based on availability by written memorandum up to 2 days prior to the CAMP START DATE. Memorandum may be emailed or faxed (contact information provided below).

2. Cost of CAMP/Payment Terms.

a**. Total Cost of CAMP.** [Guest-group] agrees to pay, according to the terms set forth below, the cost of $_____ per participant for a guaranteed minimum amount of $_____.00 for CAMP as described in this CONTRACT.

b. **Terms of Payment.**

i. Deposit**.** [Guest-group] hereby tenders a deposit of $1000, payable by official check or money order to Stoney Creek Foundation to secure the date and other arrangements set forth in this CONTRACT.

ii. Balance. [Guest-group] hereby agrees to tender the total cost of the CAMP upon receipt of invoice from Camp Coordinator following END DATE of CAMP.

3. Responsibilities and Services Provided

a. **Lodging**. SCR will provide lodging for the guaranteed minimum number of participants for _____ nights. Bed linens and towels are provided by SCR for each person. SCR requires that all beds

be made in an effort to preserve the mattresses. SCR will make reasonable efforts to place [guest-group] in the buildings requested. However, SCR reserves the right to reassign lodging space upon arrival of [guest-group] at CAMP to facilitate the needs of all guests. Inasmuch, if the size of [guest-group] does not fill all the cabins and another [guest-group] of similar make-up requests SCR facilities at the same time, it will be up to the discretion of SCR to allow both rentals simultaneously.

b**. Meals**. [Guest-group] agrees to place meal provision orders a minimum of 7 days prior to the START DATE for CAMP. SCR will facilitate receipt of meal provisions, ordered through Ben E. Keith, for a total of _____ meals. ☐ [Guest-group] agrees to provide one adult for every 10-15 total participants who will be responsible for meal preparation and management/cleaning of the kitchen and dining room. Kitchen help should be individuals NOT involved in program. In addition, work crew (college or high school students older than campers) may assist in the kitchen as needed. ☐Else, in lieu of dedicated kitchen staff, a chef may be hired for the weekend at a rate of $300 for the weekend. If the chef is provided, 2 volunteers from your group will be needed both 30 minutes prior to and following mealtimes for serving and dishwashing.

c. **Activities.**

i. Water Venues: [Guest group] will either ☐ provide lifeguards with up-to-date certification to use any of SCR's water venues (Blob, pool, and kayak) or ☐ [Guest group] agrees to pay SCR for lifeguards as follows: $25/hour for one lifeguard (max 35 campers) or $50/hour for two lifeguards (35-70 campers or second water venue). In accordance with our American Camp Association [ACA] accreditation and the State of Texas regulations for youth camps, one (1) lifeguard and one (1) attentive lookout must be provided for each 25 persons in the lake and each 35 persons in the pool. Persons in the lakes (either in watercraft or Blob) must wear personal flotation devices. Additionally, all water venues are strictly off limits to [guest-group] without the presence of the life guard(s). Furthermore, no unaccompanied minors are allowed at the waterfront areas. [Guest –group] agrees to have life guard arrive one hour prior to opening water venue for orientation with SCR personnel.

ii. All activities: So long as weather and equipment condition permit, SCR agrees to provide access to all CAMP activities. These include water venues as listed above, soccer, softball, Frisbee golf, washers, horseshoes, volleyball and campfire. There will be no reduction in the price of this AGREEMENT for non-use of activity due to a change in [guest-group]'s plans or to other circumstances beyond SCR's control.

iii. Skeet: Skeet Range is open only to adult groups. Use of the skeet range must be scheduled with SCR prior to arrival. An additional cost of $25 per person for 25 targets will be included in the final cost.

iv. Schedule: The [guest group] is responsible for providing a tentative schedule while at SCR to the SCR office via fax or via email to Camp Coordinator at least 48 hours prior to the START DATE.

d. **A/V Equipment**. The dining facility at SCR offers a sound board, stereo system and speakers in the meeting room and dining room for use during CAMP. In addition, the barn is equipped with a sound board, stereo system and speakers as well as disco ball and strobe lights. Both the meeting room and the barn have large-scale projection screens for use during the [guest-group]'s stay. [Guest-group] agrees to be responsible for any damage to equipment occurring while in the care of [guest-group]. SCR does NOT provide any additional audio-visual equipment such as DVD player, LCD projector, laptop, microphone, cords, etc. and has no obligation to provide equipment not specifically listed in this paragraph.

e. **Supervision of Participants**. [Guest-group] is solely responsible for the supervision of participants and must provide adequate adult supervisory staff for the duration of the CAMP. ACA and the State of Texas require an adult chaperone ratio of 1:10 for ages 15-18, 1:8 for ages 9-14; 1:6 for ages 6-8; and 1:5 for ages 4-5. [Guest-group] is further responsible for ensuring the location of all participants at all times during CAMP. Supervision of campers is the responsibility of the

[guest group] during organized activities, free time and nighttime and a strict minimum of two (2) adult leaders with each activity is to be maintained. For groups not arriving by bus, head leader will remain on site and attentive to campers until each has been picked up by parents or approved ride. Parents or guardians retrieving campers prior to the end date and time of camp must complete an "Early Camper Release" form.

f. **Care and Cleaning**. SCR commits to provide clean facilities in working order upon arrival. [Guest-group] agrees to leave the buildings and grounds in the same condition as was present at the START DATE of CAMP. Cleaning checklists will be given to [guest-group]. Any damages attributed to [guest group] will be charged at a minimal rate of $100 per damaged item.

g. **Participant Medical Care and Insurance**. [Guest-group] acknowledges SCR does NOT provide health, accident, or life insurance for [guest-group]'s participants, nor does SCR have any doctors, nurses or emergency medical technicians on staff. [Guest-group] is entirely responsible for collection of pertinent medical/health information and screening (including the consideration of and staff for special services or accommodation), written consent to treat participants, provision of medical supplies, medic to provide first aid and emergency response, emergency vehicle for transportation as well as evacuation. Any camper with an incomplete form will not be allowed to participate in camp activities until completed forms are received else they will be sent home. **Please initial:** _____

h. **Stoney Creek Ranch Rules.** SCR has provided a copy of the house rules to [guest-group], available at www.stoneycreekranch.org. These are incorporated herein by reference and [guest-group] agrees to full compliance with the rules.

i. Any aspect of the event or use of the camp not specifically identified in the agreement as the camp's responsibility is the responsibility of the [guest-group].

4. Consideration.

a. Consideration provided by Stoney Creek Ranch. SCR agrees to provide [guest-group]'s lodging, meal provisions, activities and use of the facilities as described herein on dates provided above.

b. Consideration provided by [guest-group].

i. [Guest-group] agrees to pay the amounts agreed according to the terms set forth in paragraph 2 above.

ii. Waiver of Liability. [Guest-group] will provide a release and waiver of liability signed by each participant and/or their legal guardian to SCR for their permanent records as required by the State of Texas. In consideration of THE STONEY CREEK FOUNDATION, a Texas nonprofit corporation, allowing [Guest-group] to permit campers to participate in the activities and events of SCR (the "Program") on lands owned or used by STONEY CREEK or elsewhere (the "Stoney Creek Property"), the [Guest-group] provides the following waiver of all liability and agreement to indemnify STONEY CREEK, Barrett Rouse and its Personnel. [Guest-group] hereby acknowledges that it is a guest of SCR and waives any and all claims that [guest-group] has or may in the future have against SCR, and releases from all liability and agrees not to sue and hereby indemnifies and holds harmless SCR and/or any of its directors, officers, employees, servants, instructors, guides, teachers, facilities maintenance personnel, agents, representatives and affiliates, and all of their respective heirs, administrators, successors and assigns (collectively, the "Personnel") for any personal injury, death, property damage or other loss (financial or otherwise) that any member of [guest-group] sustains during or as a result of any Program due to any cause whatsoever on the part of any one or more of SCR, the Personnel, or others for accidents of injuries based in whole or in part on the negligence or breach of duty of SCR. [Guest-group] assumes and accepts all the risks and dangers of participating in the Program. Further, [guest-group] promises to complete, collect and maintain all medical authorizations and other documents that SCR requests prior to using any SCR facility. [Guest-group] further agrees to promptly

pay any medical fees or expenses incurred by SCR arising as a result of the activities of any participant of [guest-group] and to pay for any damages caused to SCR Property or Personnel arising as a result of the activities of any participant of [guest-group]. [Guest-group] agrees that this document and the agreements it contains will be governed exclusively in all respects by and interpreted solely in accordance with the laws of the State of Texas. [Guest-group] hereby irrevocably submits to the exclusive jurisdiction of the courts of the State of Texas and agrees that no other courts can exercise jurisdiction over the agreements and claims referred to herein. Any litigation to enforce this agreement shall be instituted in the State of Texas in Houston, Harris County, Texas, and nowhere else. [Guest-group] further agrees that if any participant of [guest-group], or anyone acting on their behalf, makes a claim or demand against SCR or any of its Personnel, for any accident or injury arising as a result of [guest-group] using the Stoney Creek Property or the Program, [Guest-group] hereby AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS SCR and its Personnel from any litigation expenses, attorneys' fees, loss, liability, damage, or cost which is incurred by SCR or its Personnel as a result of such claim. This indemnity provision expressly applies even in the event that the accident or injury arises, in whole or in part, from the negligence of a representative of SCR.

5. Liability Insurance. [Guest-group] agrees to provide SCR **two weeks** prior to arrival with a certificate of insurance naming **Stoney Creek Foundation and Barrett Rouse** (minimum coverage = $1 million per occurrence) as insured for the entire period of camp. Failure to provide insurance will result in cancellation of [guest-group]'s reservation and forfeiture of deposit. **Please initial:** _____

6. Cancellation/Termination Policy.

a**.** [**Guest-group] Cancellation.** Notice of cancellation must be submitted in writing via email to pam@stoneycreekranch.org. For purposes of this clause, the effective date of cancellation will be the day following the date of the email notice. For cancellations occurring 60 days prior to the CAMP START DATE, SCR will refund [guest-group]'s entire deposit less an administrative fee of $500.00. For cancellations occurring less than 60 days prior to the CAMP START DATE, [guest-group] acknowledges and agrees their **deposit will be forfeited**.

b. **Stoney Creek Ranch Cancellation.** This CONTRACT may be terminated by SCR in its sole discretion if any accidents, illness, epidemics, acts of God, or any event beyond the reasonable control of either party makes it impossible for either party to fulfill the terms of the CONTRACT. In the event CAMP is cancelled by SCR for any of these reasons, all parties will be relieved of all responsibilities pursuant to this contract and the contract will be of no further force or effect.

7. **Nature and Force of this Document.** This document serves as a proposal or offer by SCR to enter into a CONTRACT with [guest-group] for the use of SCR's facilities and staff. This proposal can be withdrawn at any time prior to its acceptance by [guest-group]. [Guest-group]'s tender of deposit with an executed copy of this CONTRACT to SCR constitutes acceptance of this offer. Thereafter this CONTRACT shall have the full force affect of a contract between the parties.

8. No Oral Contract. This CONTRACT constitutes the entire contract between the parties, and may only be modified or amended as described above or by a written agreement signed by both parties. It shall be construed in accordance with the laws of the State of Texas.

9. Responsible Parties. The parties executing this CONTRACT below do hereby attest they have been given written authority by their respective organizations to execute this CONTRACT. SCR designates only Pam Gray or Barrett Rouse as the persons responsible for all communication with regard to changes to this CONTRACT and scheduling of CAMP activities. [Guest-group] designates

only _____ or _____ as the persons responsible for all communication with regard to changes to this CONTRACT and scheduling of CAMP activities.

10. Notices. Unless otherwise specified above, any notice provided for under the terms of this contract by either party to the other shall be in writing and may be affected by mail, facsimile, or email at the addresses specified below:

Stoney Creek Ranch:	[Guest-group]
Pam Gray, Camp Coordinator	contact:
510 Bering Drive Suite 100	address:
Houston, TX 77057	
Foundation office telephone: 713-871-8300	phone:
Facsimile: 281-494-1012	fax:
Ranch telephone: 979-733-9022	
Email: pam@stoneycreekranch.org	email:

By signing below, the [guest group] and SCR agree to have read and understand this Rental Contract. These parties acknowledge that the agreement is binding upon them.

Signed: _____ Signed: _____

Printed Name: _____ Printed Name: _____

Date: _____ Date: _____