



FACILITIES USE RESERVATION REQUEST FORM AND LICENSE AGREEMENT FOR CAMP GREILICK



Name of Organization (Camp Group) _____
Contact Person _____ Email _____
Address _____
City _____ ST _____ Zip _____
Trip Leader _____ Daytime Phone _____
Description of Activity _____ Number of People _____
Arrival Date _____ Departure Date _____ Estimated Arrival Time _____

YOU MUST CHECK IN WITH THE RANGER WHEN YOU ARRIVE – (231) 357-2837

Table with 5 columns: Facilities Needed, Cost per, # Items, # Nights, Total. Rows include Camping in Sites, Winter Cabin, Four-person cabin, Adirondack Shelters, Pavilion, Dining Hall (Besser Lodge), Shower House, Fire Bowl, Shooting sports, and TOTAL AMOUNT DUE (License Fee).

* Waterfront activities, including swimming and boating, require a certified life guard. We will work with you to provide one.

You must sign and return this agreement with full payment of the total due. By signing this facility use request permit, you agree to the terms of the accompanying license agreement (on the back side or attached as a second page), and agree to follow and abide by the rules and regulations sheet enclosed.

Credit Card payment is preferred. Make checks payable Rotary Camps & Services. Please sign this agreement, initial the license agreement (second page), and send back both sheets with your payment to Camp Greilick, 4754 Scout Camp Road Traverse City, MI 49686. Call Cliff at (231) 946-4263, if you have any questions, or need to make any adjustments in facilities.

Credit Card Information

Name on Card _____ MC VISA _____ Expiration Date _____ CSV (3 digits on back) _____ \$ _____ Amount Due
Type (circle one) _____

Please sign here

By: Cliff Wagner _____

Camp Ranger _____ Date _____ Title _____

If you are using the Adirondack cabins, you must bring tools to cut firewood & replenish the wood that you use. The Adirondack cabins are rustic with a wood stove, bunk beds and an outside latrine. The winter cabins are furnished with ten bunk beds, a hot water shower/bathroom, and a full kitchen. You will have to bring your own cooking utensils and cleaning supplies. Groups are responsible for cleaning up the facilities they use. The ranger will check the facilities for cleanliness and damage prior to your departure. Damages and cleaning fees will be billed to the person making the reservation at a cost of materials and \$30.00/hr.

Camp Greilick located at 4754 Scout Camp Road in Traverse City. The camp phone number is (231) 946-4263. PLEASE CALL THE CAMP RANGER, (231) 357-2837 (cell), THE DAY OF YOUR ARRIVAL, OR THE DAY BEFORE IF POSSIBLE, IF YOU HAVE ANY LAST MINUTE CHANGES IN YOUR ESTIMATED ARRIVAL TIME. MAKE SURE THE TOUR LEADER HAS THIS INFORMATION.

CAMP GREILICK LICENSE AGREEMENT and TERMS & CONDITIONS OF USE

This License Agreement and Terms & Conditions of Use (the "Agreement") is attached to and made a part of the Facilities Use Reservation Request Form (the "Reservation Form") In consideration for the use of Camp Greilick, an outdoor-based educational, recreational and overnight camp located at 4754 Scout Camp Rd, Traverse City, MI 49696 ("Camp Greilick"), which is owned by **Rotary Camps & Services of Traverse City**, a Michigan nonprofit corporation ("Rotary Camps"), the licensee organization identified in the Reservation Form (the "Camp Group"), by the signature of its representative on the Reservation Form, agree to the following

- 1. Limited, Revocable License.** In exchange for the fee (the "License Fee") in Camp Group's completed Reservation Form, as attached, Rotary Camps grants to Camp Group, and its invitees, guests, members and other of its users (collectively, "Camp Group's Guests"), and Camp Group accepts, a limited, revocable, license to use Camp Greilick solely on the dates and for the use of such facilities of Camp Greilick as set forth in the Reservation Form, subject to the terms and conditions set forth here.
- 2. Rules and Regulations; Supervision.** Camp Group agrees to use Camp Greilick in accordance with the Rules and Regulations of Use (the "Rules and Regulations") that may be established by Rotary Camps from time to time. Camp Group acknowledges receipt of the current Rules and Regulations, and it is Camp Group's responsibility to make all of Camp Group's Guests aware of such Rules and Regulations. Camp Group shall be responsible for the supervision of all of Camp Group's Guests, and shall ensure that Camp Greilick and such Facilities are being used in accordance with the Rules and Regulations.
- 3. Cancellations and Refunds.** Any cancellation by Camp Group must be in writing. If the Camp Group cancels at least thirty (30) days prior to the date of check-in, Rotary Camps will charge a \$15 cancellation fee. If Camp Group cancels between ten (10) and thirty (30) days prior to the date of check-in, a cancellation fee of fifty percent (50%) of the License Fee will be charged. If the Camp Group cancels less than ten (10) days prior to the date of check-in, there will be no refund of the License Fee, but the Deposit will be returned to Camp Group.
- 4. Events Outside Rotary Camps Control.** Rotary Camps' obligation to make Camp Greilick available will be relieved if anything outside of its control prevents Camp Greilick from being available on the dates of use. This includes such occurrences as natural disaster, fire destruction, or other forces or events outside of Rotary Camps' control. Such events are known colloquially as "acts of God" or legalistically as *force majeure*. If such event occurs, Rotary Camps will refund the Deposit and License Fee in full, but will have no other liability due to such cancellation or unavailability of the use Camp Greilick.
- 5. Facilities; Personal Property and Equipment.** For purposes of this Agreement, Camp Group and Camp Group's Guests will have access only to the reserved facilities of Camp Greilick (the "Facilities") as set forth on the attached Reservation Form and those portions of the grounds, equipment, and personal property necessary to access and use such of the Facilities.
- 6. No Warranty; Return of Facilities.** Camp Greilick, the Facilities, and all personal property located there are provided "AS IS," "WHERE IS," and without warranty as to the suitability for Camp Group's intended use. Camp Group shall be responsible for the repair and/or replacement of the same to the extent such repair or replacement is the result of Camp Group's (or its agents, employees or invitees) negligence, misconduct, misuse, abuse, or breach of any of the terms and conditions set forth here. Camp Group shall deliver Camp Greilick, the Facilities, and all personal property there in as good condition as when received by Camp Group.
- 7. Damage.** Camp Group will not damage or in any way deface Camp Greilick, the Facilities, buildings, grounds, equipment or furnishings. Camp Group will not make or allow any alterations to the Facilities or grounds. If any part of Camp Greilick, including the Facilities, buildings, grounds, equipment or furnishings is damaged by the acts, default or negligence of Camp Group or Camp Group's Guests, Rotary Camps will retain that portion of the Deposit to repair the damage. Camp Group agrees to pay to Rotary Camps, upon demand, the amount necessary to restore the Facilities and/or the premises to its original condition.
- 8. Indemnification.** Camp Group, for itself and its officers, directors, employees, members, shareholders, managers, affiliates, agents, volunteers, Camp Group's Guests, volunteers, successors and assigns and representatives (collectively, "Camp Group's Representatives") agrees that it shall indemnify, defend and hold harmless Rotary Camps and its officers, directors, employees, committee members, affiliates, agents, volunteers, successors, assigns and representatives ("Rotary Camps' Representatives"), from and against any and all damage, loss, claims, suits, demands, actions, fines, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or in connection with damage to property or injury to persons (including death) which arise out of Camp Group, or any of Camp Group's Representatives, use of Camp Greilick and any of the Facilities, including any acts or omissions of Camp Group or any of Camp Group's Representatives. Camp Group shall provide Rotary Camps immediate notice of any injury or damage to persons or property in, to or around Camp Greilick of which it is aware. Rotary Camps' assumes no responsibility for any property placed on or about Camp Greilick by Camp Group or others at Camp Group's request, and Camp Group expressly relieves and discharges Rotary Camps and Rotary Camps' Representatives from any and all liability for loss, injury or damage to personal property that may be sustained during Camp Group's or any of Camp Group's Representatives use of Camp Greilick or any of the Facilities.
- 9. Separate Waiver and Release.** Camp Group acknowledges and agrees that as a condition to the effectiveness of this License and its use of Camp Greilick, Camp Group shall deliver to Rotary Camps Waivers and Releases, in the form as provided to Camp Group by Rotary Camps, executed by each of Camp Group's Guests who will be using Camp Greilick (or the parent or guardian of those persons who are minors).
- 10. Insurance.** Camp Group shall provide Rotary Camps with evidence of a standard comprehensive general liability insurance policy, with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence for bodily injury or property damage, naming Rotary Camps as an additional insured. Such insurance policy shall provide for not less than ten (10) days' written notice of cancellation.
- 11. Right of Entry.** Rotary Camps, and those persons authorized by it, shall have the right to enter Camp Greilick and any of the Facilities at all reasonable times for any reasonable purpose, as well as at any time in the event of emergency involving possible injury to property or persons in or around Camp Greilick.
- 12. Miscellaneous.**
Entire Agreement; Governing Law: This License, together with any documents referenced here, contains the complete agreement of the parties concerning the subject matter, and supersedes any prior oral or written understandings, representations, or agreements pertaining thereto which have not been incorporated here. This License shall be construed and governed by the laws of the State of Michigan, without regard to its conflicts of laws provisions. **No Amendment:** No amendment or modification to this License shall be binding upon Rotary Camps unless same is in writing and executed by Rotary Camps and Camp Group. **License Only:** This License shall be deemed to create only the relationship between the parties and shall, in no event, be deemed to create any other relationship, including without limitation landlord-tenant, principal-agent, master-servant, employer-employee or partner-joint venturer. **No Assignment:** This License is for the sole benefit of the Camp Group and Rotary Camps, and Camp Group may not assign or transfer its obligations or rights under this License without the prior written consent of Rotary Camps. Any assignment or transfer contrary to the provisions of this License shall be void and of no force or effect. Rotary Camps may assign this License to any other party upon written notice to Camp Group. **Binding Effect.** This License shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

Initial

Date