



4301 Highway 290 Hot Springs, AR 71913

501.262.2600

www.tanako.org

**Guest Agreement for Camp Tanako, Inc.
Terms and Conditions**

1. Description of Premises

Camp Tanako, Inc. herein after referred to as Camp Tanako or Tanako, agrees to permit Licensee to use the property identified in the Guest Group Reservation Agreement as "Facility" (Exhibit A) according to the following terms and conditions.

2. Food Service

- a. Tanako shall provide meals as specified on the Guest Group Reservation Agreement in accordance with an estimate of the number of diners furnished to Camp Tanako at least five days in advance of the service of the first meal.
- b. If Licensee prepares or provides any of its own food, it assumes all responsibility for any foods prepared, and for all activities incident to their preparations, and shall hold Camp Tanako harmless from any and all liability there from.
- c. Licensee agrees to assist with food service as requested by Tanako and to assist with supervision over the use of the dining facilities.
- d. Licensee is not permitted to use or enter the camp kitchen or food preparation area at any time.
- e. Individual non-medical meal requests will incur an additional \$3.00 per person per meal charge and requests must be provided in writing to the camp office two weeks prior to the event. Information for individual special medical dietary needs must be provided in writing to the camp office two weeks prior to the event. Requests of less than two weeks may not be accommodated.

3. Use of Premises and Schedule

- a. During the term of this Agreement, Licensee shall use the Facility for conducting a program of its own design and shall comply with applicable laws, codes, and regulations. Licensee shall notify Camp Tanako in writing of the nature of its program, and shall promptly supply Camp Tanako with information concerning the program/schedule.
- b. The use of gasoline, flammables, poisonous substances, and hand and power tools is restricted and only allowable after cleared with Camp Tanako administration.
- c. No items may be suspended from the ceiling in any building in accordance with fire code.
- d. No person shall enter the pool area unless a qualified lifeguard employed by Camp Tanako is supervising the pool area. Camp Tanako will provide all lifeguard staffing. Swimming pool recreation is generally available from Memorial Day weekend through Labor Day weekend, weather, staffing, and maintenance permitting. For health and safety reasons, swimming is not permitted in the Lake Catherine.
- e. Tanako will provide appropriately trained staff for supervision of specialized activities, areas or equipment for a fee. These arrangements should be made at the time of reservations.
- f. "Lights Out" is 11:00 pm unless previously cleared with the Executive Director for a planned camp activity
- g. The Licensee agrees to assume all responsibility and liability for any personal sports equipment brought to the Facility. All equipment should be secure appropriately when not in use.
- h. No food is allowed in the cabin areas.



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4. Utilities

Tanako will provide water, electricity, and waste water service within the limits of public utilities. Garbage disposal is provided without additional charge to Licensee. All groups are asked to be good stewards of the resources at Camp Tanako.

5. Maintenance

Licensee agrees to assist in keeping the Facility clean, and shall leave the Facility free of defacement. All facilities used by the Licensee must be left clean, orderly and with all furniture and equipment in its original location. Any additional cleaning required beyond normal use will incur an additional cleaning fee of a \$50.00 minimum per incident. Licensee and participants must furnish all bed and bath linens for their group.

6. Health and Safety

- a. Camp Tanako does not provide medical supervision, treatment, maintenance, or dispensing of medications for guest groups. These responsibilities belong to the Licensee.
- b. Licensee agrees to furnish a qualified adult to provide basic health supervision. A qualified adult is at least 21 years of age and possesses at least a certificate of training in the principles of first aid and CPR from a nationally-recognized provider. Licensee must bring their own first aid supplies and equipment. The details of any incident requiring professional treatment must be reported in writing to the Camp Tanako administration before departing at the end of the event.
- c. Licensee's contact person shall bring and have available at all times a current list of participants that includes: names and addresses, emergency contact information, and known allergies or health conditions. A roster of all participants names, ages, and sleeping/cabin assignments shall be provided to Camp Tanako administration upon arrival at Facility. In addition, a **SIGNED PARTICIPANT AGREEMENT (Exhibit B)** for each person must be provided to Camp Tanako administration as participants arrive. In the event that a person is a minor, the participant agreement must be signed by the participant's legal guardian.
- d. With regards to minors, the Licensee and all adult participants must either comply with the Camp Tanako Safe Sanctuary policy or provide a copy of their own child protection policy. If Licensee provides its own policy, such policy will govern while the Licensee is utilizing the Facility.
- e. Emergency transportation is available through local emergency response groups by dialing **911**. Licensee agrees to furnish non-emergency transportation.
- f. Camp Tanako is a tobacco-free environment and no tobacco usage will be permitted by the Licensee or its guests within the buildings or on the grounds or property of Camp Tanako. This policy includes vapor and alternative cigarettes. Evidence of tobacco use will incur a minimum \$300.00 fee for each occurrence
- g. Open fires may be built only in the fire pit or area designated by Camp Tanako's Executive Director. Group bonfires must be scheduled with Executive Director prior to arrival at camp.
- h. Use of vehicles at the Facility is restricted to roads and parking areas designated by Camp Tanako administration. All vehicles should be parked in the large lot in front of the Tanako Life Center unless previously cleared with the Executive Director.
- i. Posted speed limits shall be obeyed and Camp Tanako prohibits the transportation of persons in non-passenger vehicles.
- j. Alcoholic beverages, illegal drugs, fireworks, firearms (including BB guns and air rifles), roller blades, roller skates, skateboards, roller skate shoes, knives, and pets or other animals



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are not permitted at the Facility. The use of personal sports equipment must be approved by the Executive Director.

k. Camp Tanako advises that at least 80% of the volunteers used to supervise minors be at least eighteen (18) years of age. Other volunteers or staff should be at least sixteen (16) years of age and at least two (2) years older than the minors with whom they are working.

7. Use Fees and Costs

a. **Guaranteed Minimum Fee** – The Guaranteed Minimum Fee is based on the number of persons guaranteed by Licensee. It will be charged to Licensee even if fewer persons use the Facility than Licensee guaranteed, or if Licensee terminates that Agreement without using the Facility, according to the terms also stated in the Guest Group Reservation Agreement.

b. **Additional Use Fee** – If more persons use the Facility than the Licensee guaranteed, Licensee shall pay to camp Tanako an additional fee. This fee will represent the use of the Facility by the additional persons, and will be calculated by totaling the individual charges for each additional person's lodging or day use fee, meal charges, and other per person fees where applicable.

c. **Breakage and Damage** - Licensee agrees to pay Camp Tanako the amount reasonably necessary to repair or replace property or equipment damaged or destroyed during Licensee's use.

d. **Deposit**- A deposit of 10% of the total fee for the minimum number or persons guaranteed must arrive in Camp Tanako administrative office by the date stated on the Guest Group Reservation Agreement (Exhibit A).

e. **Payment Terms** – Licensee agrees to deliver payment in full to Camp Tanako administration prior to Licensee's departure from the Facility. Exceptions must be approved by Camp Tanako prior to arrival.

8. Liability for Injury to Persons or Property

a. Licensee agrees to appropriately and adequately supervise and to assume full control and responsibility for any persons, entities or things other than Camp Tanako personnel or property who/which are, for any reason, on the Facility by reason of Licensee's program or use of the Facility. "Supervision" is defined as the knowledge of and account for the activity and whereabouts of each minor at the Facility and proximity of adults to minors at all times assuring timely intervention of adult/staff to safeguard a minor from harm, hazardous situation or distress.

b. Licensee agrees to defend, indemnify and hold harmless Camp Tanako and its past, present, and future members, directors, officers, employees, agents, and independent contractors and its and their successors, assigns and heirs from and against any harm and/or claim made by any third party arising out of in any way connected with Licensee's actions and/or failure(s) to act in respect of its use of the Facility.

c. All adult participants and minors with the signature of the parent or legal guardian must complete a **PARTICIPANT AGREEMENT** as per the attached form.

d. For the purpose of this section, "any person" includes, but is not limited to, Licensee's agents and employees, participants in Licensee's program, and Licensee's visitors.

9. Miscellaneous

a. Licensee warrants that the person signing the Agreement has the authority to execute the Agreement and will bind the organization there to.

b. This Agreement may be altered or amended only by written agreement of both parties.



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c. Tanako reserves the right to require that the Licensee remove from the Facility any persons connected with, Licensee's group who, in the sole opinion of Camp Tanako, are creating a disturbance or who are otherwise disrupting activities on said Facility. Licensee agrees to permit only authorized persons to enter the Facility and shall take all necessary steps to remove unauthorized persons from said Facility.

d. Licensee agrees that the total number of participants on the premises will not exceed the Facility Building capacity at any time.

10. Termination

a. Camp Tanako may terminate this Agreement without any liability upon written notice to Licensee either 1) without cause or 2) upon the determination by Camp Tanako, in its sole exclusive judgment, that the Licensee's activities upon the premises will violate or place an undue requirement or hardship on Camp Tanako in accordance with the terms and conditions of the State Fire Marshal code, the Department of Health, or any state statute, rule or regulation, any other federal or local rule or law, or any of the standards in the American Camp Associations Accreditation Process Guide.

b. In the event of cancellation by Licensee, Licensee will be refunded the entire deposit amount, provided Camp Tanako receives written notice of the termination no less than 60 days prior to the event. Less than 60 days notice will result in a forfeiture of the entire deposit. If Camp Tanako re-licenses the same facilities for the same period of time at the same fee, the deposit will be refunded. Camp Tanako agrees to use its best efforts to re-license the Facility in this event.