

YMCA POINT BONITA OUTDOOR & CONFERENCE CENTER, A branch of the YMCA of San Francisco

CONFERENCE GENERAL AGREEMENT / CONTRACT TERMS

Reservations & Deposit/Refund Policy

For each contracting group, a deposit of 25% of the contract guarantee and a signed copy of the contract are required to hold a reservation. The deposit is refundable (minus a \$350.00 service charge) only if the reservation is canceled **90 days or more** prior to use date. A cancellation within 90 days in advance of use date results in forfeiture of the **entire deposit**. A cancellation within 14 days of visit date results in forfeiture of the **entire contracted amount**. The signed copy and deposit must be returned within 15 days of mailing to client in order to finalize confirmation of reservation.

Guarantee

Contracting group will be charged for 100% of the contracted amount unless a change in the number is received 90 days or more prior to stay. The full contract amount is due two weeks prior to group's arrival. Contract signature 90 days or less prior to use date is considered an automatic guarantee of 100%. Group agrees to hold the number of guests within the contracted capacity minimum and maximum except as negotiated in advance with the YMCA, and will pay for additional services rendered above the contract minimum. Final invoice will be sent within 1 week after use, and the balance will be due within thirty days of the final invoice date.

Exclusive Residential Use

A contracting group may specifically request Exclusive Residential Use of the Center with a guarantee of 110 people minimum, contracting to meet the full financial guarantee for same. If Exclusive Residential Use guarantee is not contracted, YMCA management reserves the right to book other groups for stays during the same period.

Terms & Conditions of Use

YMCA Point Bonita is established to allow for a variety of experiences, which include meaningful learning, skill development and enjoyment in an outdoor setting, strengthening interpersonal relationships, developing spiritual awareness, and other positive program experiences. For these reasons, the group as detailed below must supply adequate supervision. Users, along with YMCA staff, are responsible to enforce the following:

1. All Federal, State, County, and Local laws and regulations. The YMCA of San Francisco will not be responsible, nor held liable for deviation from the law by users.
2. The safe, appropriate and respectful conduct of their members. The YMCA will provide detailed information regarding safety and emergency concerns, and group leaders are responsible for the oversight of their members. No pets, illegal substances, firearms or weapons of any kind will be brought to the YMCA. Alcoholic beverages are allowed under the terms of a separately negotiated Alcohol Use Policy.
3. All youth groups will supply an adequate number of adults in attendance at all times to provide supervision to their participants. If there are youth of both genders attending, the group should provide at least two adult of both genders. The YMCA recommends that the contracting group effectively screen any adults attending with youth.

Indemnification, Hold Harmless & Liability Insurance

Contracting group shall defend, indemnify and hold harmless the YMCA of San Francisco, its directors, officers employees, agents and volunteers from and against all claims, damages, losses, expenses (including reasonable attorneys fees) and liabilities of any type whatsoever to all persons, corporations, or other entities arising out of and in the course of the contracting group's use of the Center. Payment for any repairs for damage caused by the contracting group shall be made with all other fees due to the YMCA.

Each contracting group shall provide proof of commercial general liability insurance in the minimum amount of one million dollars (\$1,000,000.00), covering the YMCA of San Francisco, its directors, officers, employees and volunteers as additional insureds with respect to liability arising out of contacting group's use o the Center, and shall be primary and noncontributory with insurance maintained by the YMCA.

***Please do not bring unnecessary items of value to the YMCA.
The YMCA accepts no responsibility for loss or damage to personal property.***