

YMCA POINT BONITA OUTDOOR & CONFERENCE CENTER, A branch of the YMCA of San Francisco
GENERAL AGREEMENT/CONTRACT TERMS

Reservations & Deposit/Refund Policy

For each School 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

School 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%. School 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

School 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 School must supply adequate supervision in accordance with the Chaperone Guidelines included in the Teacher Information Packet and attached hereto. **The Chaperone Guidelines are incorporated in this Agreement by reference hereto.** In addition, School, along with YMCA staff, is 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.

Indemnity and Insurance

It is agreed that the School shall defend, indemnify and hold harmless the YMCA of San Francisco, its officers agents and/or employees for any and all claims for injuries to persons and/or damage to property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions or willful misconduct of the School, its students, agents, or employees.

It is further agreed that the YMCA shall defend, hold harmless, and indemnify the school, its officers, agents and/or employees for any and all claims for injuries to persons and/or damage to property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions or willful misconduct of the YMCA, its officers, agents, and/or employees. Notwithstanding the forgoing, **please do not bring unnecessary items of value to the Center; the YMCA accepts no responsibility for loss or damage to personal property.**

In the event of the concurrent negligence of the YMCA, its officers, agents, and/or employees, and the School, its students, agents, and/or employees, then the liability for any and all claims for injuries and damages which arise out of the terms and conditions of this Agreement shall be apportioned under "California's Theory of Comparative Negligence" as presently established, or as may be hereafter modified. The duty to indemnify shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

The School 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. In addition, the School shall provide proof of Workers' Compensation and Employer's Liability insurance, in effect during the life of this Agreement, as required by Section 3700 of the California Labor

Code, and Automobile Liability insurance in a minimum amount of one million dollars (\$1,000,000.00) combined single limit per occurrence.