

Everglades

Youth Conservation Camp

Rental Agreement Form

Thank you for your interest in renting the facilities at The Everglades Youth Conservation Camp. Please find the enclosed forms that provide information regarding reservations, rates, policies and procedures, terms of the agreement and check in/out procedures. We hope that you will find them useful and informative.

Please note that to reserve all or part of the facility your group will need to review, complete and return the following:

- The Reservation Form
- A completed and notarized Use Agreement
- A certificate of Liability at a minimum level of \$100,000 per person, \$200,000 per occurrence, or evidence of a bond or security at that level
- A security deposit of \$100 or 20% of the total rental fee, *whichever is greater (Please make checks payable to Fish and Wildlife Foundation of Florida.)*
- Tax Exempt forms *(Must be submitted at the time of reservation. Any group without tax exemption status will pay a 12% bed tax for use of the cabins.)*

The following forms are due the first day of your event:

- The Assumption of Risk form to be signed by all participants *(For those under the age of 18, a parent or legal guardian must complete and sign this form.)*
- Proper certification of qualified individuals for supervision of those recreation areas to be used that are designated with ** on the Reservation Form.

Again, thank you for your interest in reserving the facilities at The Everglades Youth Conservation Camp. We look forward to you having a wonderful experience enjoying the great outdoors in a fun, safe and educational environment. Should you have any questions, please feel free to contact me at Janice.Kerber@MyFWC.com and I will be happy to assist you.

Sincerely,

Janice T. Kerber
Camp Director
Everglades Youth Conservation Camp
FYCCN/FWC



Florida Fish and Wildlife
Conservation Commission
MyFWC.com



Florida Youth Conservation
Centers Network

Rental Agreement Form

Name of Group: _____

Contact Person: _____

Address: _____

Phone Number: (_____) _____ - _____ Email: _____

Date(s) camp requested: (1) _____ (2) _____

Number of participates: Adults _____ + Children (over 3) _____ = _____

Please check all that apply for your group:

Cabins (\$12 per person per night plus 12% bed tax unless tax exempt)

Tents (\$9 per person per night)

Day only (\$5 per person per day)

Dining Hall (\$125 per day)

Pavilion (\$100 per day)

Campfire Island (\$35 per night)

Recreation Areas (** Group must provide person with proper certification to supervise):

Swimming Area**

Range** (\$1/person/day fee)

Fishing Area

Paddle Sport Area** (canoe/kayak only) (\$1/person /day)

Meals:

Cooking outdoors using your own equipment and supplies. (Kitchen is locked and not available.)

Utilizing EYCC kitchen staff to provide meals based on the rates listed below.

Meal options will be provided. A minimum of 20 participants required for this service. Rental Use groups have no access to the kitchen for any reason.

Breakfast- \$5 Lunch- \$10 Dinner- \$15

READ THESE ENCLOSED IS THE **USE AGREEMENT, POLICIES AND PROCEDURES AND OPERATING PROCEDURES FOR SPECIFIC USE OF PROGRAM AREAS** CAREFULLY.

YOU MUST RETURN THE RESERVATION FORM, USE AGREEMENT AND DEPOSIT 60 DAYS PRIOR TO USE.
MAKE DEPOSIT CHECKS PAYABLE TO: Fish and Wildlife Foundation Of Florida

Please return this form with deposit, insurance document, and notarized use agreement to:

Everglades Youth Conservation Camp
ATTN: Janice Kerber
12100 Seminole Pratt Whitney Road
West Palm Beach, FL 33412

Everglades

Youth Conservation Camp

Rental Rates

- Day Use: \$5 per person per day
- Tent Area: \$9 per person per night
- Cabins: \$12 per person per night plus 12% bed tax
- Dining Hall: \$125 per day
- Pavilion: \$100 per weekend
- Campfire Island: \$35 per night
- Archery Equipment: \$1 per person per day
- Paddle Sport Equipment (canoe/kayak only): \$1 per person per day

*** Please note:** If your group does not fill the camp to capacity, you will be scheduled with another group and must share the use of the dining hall, pavilions and activity areas.

Pavilion

Overnight groups or day programs must rent the covered pavilion with the grill for \$100 if utilizing this area for your event.

Kitchen

The kitchen is no longer available to rental use groups. You have access to our ice machine located on the back porch of the dining hall. Rental groups are not permitted into the kitchen area for any reason.

We do provide a meal plan for groups that are interested in having our staff provide meals for the group. Our meal rates are listed below. A menu is provided to groups wishing to utilize this service.

Meal Rates (Minimum of 20 participants for each meal required)

Breakfast- \$5 Lunch- \$10 Dinner- \$15

Security Deposit

\$100 or 20% of total rental fee, *whichever is greater*.
Please make check payable to Fish and Wildlife Foundation of Florida.



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Conservation Commission
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USE DOCUMENT

Terms, Conditions and Assumption of Risk

**Rules for acceptance and participation in programs at Everglades Youth Conservation Camp are the same for everyone without regard to age, race, color, religion, sex, handicap or national origin.*

- 1. Description of Premises:** Florida Fish and Wildlife Conservation Commission (FWC) agrees to permit Sponsor to use the property known as the Everglades Youth Conservation Camp (Facility) according to the following terms and conditions. The Use Document includes the use of all improvements to the Facility, except those which FWC expressly excludes by so notifying the Sponsor's representative upon his/her arrival at the Facility.
- 2. Food Service:** If Sponsor prepares its own food outside or hires an outside company for preparation of food, Sponsor assumes all responsibility for any foods prepared and for all activities incident to their preparations, and shall hold FWC and the Facility operator harmless from any and all liability therein.
- 3. Use of Premises and Schedule:** During the term of this document, Sponsor shall use the Facility for conducting a program of its own design and shall comply with all applicable laws, codes and regulations. Sponsor shall notify the camp director of the nature of its program, and shall promptly supply the camp director with information concerning the program upon request.
 - a) FWC prohibits fireworks, and explosives at the Facility. Firearms and ammunition are permitted on the EYCC range only with permission of the Camp Director. Use of the range requires a range master certified in the firearm being utilized and safety office certifications by an authorized agency.
 - b) The use of gasoline, flammables, and poisonous substances are prohibited.
 - c) If the swimming is part of the program of the Sponsor, no one shall enter the swimming area unless a qualified lifeguard, age 18 years or older, is supervising the area. FWC shall, in its sole discretion, determine the minimum qualifications for said lifeguard, which will generally be a minimum of a Lifeguard Certificate by an authorized agency. Availability of the swimming area is at the discretion of the camp director, and is subject to change.
 - d) If the paddle sport area is part of the program of the Sponsor, no one shall enter the paddle sport area unless a qualified paddle sport instructor or lifeguard, age 18 years or older, is supervising the area. FWC shall, in its sole discretion, determine the minimum qualifications for said instructor, which will generally be a minimum of a Level 1 Instructor for either canoe or kayak by an authorized agency. Availability of the paddle sport areas is at the discretion of the camp director, and is subject to change.
 - e) If the fishing area is part of the program, the Sponsor agrees to furnish hooks, bobbers, bait, and other supplies needed for the fishing poles. Fishing is only permitted in the Airboat pond. Absolutely no one is permitted to use the pond where we swim and conduct paddle sports. Fishing is only permitted by rental use visitors. A lifeguard is recommended due to proximity to deep water.
 - f) If the range area is part of the program of the Sponsor, no one shall enter the range area unless a qualified range master is supervising the area. FWC shall, in its sole discretion, determine the minimum qualifications for said range master. Availability of the range area is at the discretion of the camp director, and is subject to change. Use of the shooting and archery ranges must be approved by the camp director prior to use.
- 4. Utilities:** FWC shall provide water, electricity and garbage disposal without charge to the Sponsor.



5. Maintenance: FWC shall maintain the Facility in good condition and repair and shall provide janitorial services to the premises and buildings prior to arrival. FWC shall provide beds, mattresses and other equipment necessary for the operation of the Facility. Sponsor agrees to assist in keeping the Facility clean and shall leave the Facility free of defacement.

6. Health and Safety

- (a) FWC does not provide medical supervision, treatment, maintenance or dispensing of medications. These responsibilities belong to the Sponsor.
- (b) Sponsor 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. Sponsor must bring own first aid supplies and equipment.
- (c) Sponsor'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. Also, for each participant (camper and staff member) under the age of 18 and not accompanied by their parent or guardian, a signed form granting permission to seek emergency treatment.
- (d) Sponsor agrees to furnish at least one counselor, age 18 years of older, who is trained in the principles of first aid, for each ten campers under 16 years of age.
- (e) Emergency transportation is available through local emergency response groups by dialing 911. Sponsor agrees to furnish non-emergency transportation.
- (f) Sponsor will prohibit smoking except in designated places and shall warn all persons of the hazards of indiscriminate smoking at the Facility. Open fires may be built only in the campfire area. It is understood that both FWC and Sponsor must comply with all lawful orders of appropriate fire control officials.
- (g) Use of vehicles at the Facility is restricted to roads and parking areas designated by the Camp Director. Posted speed limits shall be obeyed.
- (h) Once at the Facility, the Sponsor is required to participate in a brief orientation to the Everglades Youth Conservation Camp's safety regulations and emergency procedures, led by the Camp Director or designee.
- (i) Sponsor is responsible for conducting/implementing the appropriate screening policies for staff/volunteers with the responsibility for, or who have access to campers.

7. Use Fees and Costs

- (a) **Guaranteed Minimum Fee:** The Guaranteed Minimum Fee is based on the number of persons guaranteed by Sponsor. It will be charged to Sponsor even if fewer persons use the Facility than Sponsor guaranteed, or if Sponsor terminates this Agreement without using the Facility.
- (b) **Additional Use Fees:** If more persons use the Facility than the Sponsor guaranteed, Sponsor shall pay to FWC 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.
- (c) **Bed Tax:** For groups utilizing the cabins, a 12% bed tax will be added to the final bill based on the number of people sleeping in the cabins. Group with tax exemption status must provide written proof at time of reservation to be exempt from this charge.
- (d) **Breakage and Damage:** Sponsor agrees to pay FWC the amount reasonably necessary to repair or replace property or equipment damaged or destroyed during Sponsor's use.
- (e) **Payment Terms:** Sponsor agrees to deliver payment in full to a representative of FWC when Sponsor arrives at the Facility.
- (f) **Deposit Policy:** A deposit of \$100 or 20% of the total rental fee (whichever is greater) is required 30 days prior to arrival. The deposit will be returned to the Sponsor upon departure if the Facility is clean and free of defacement as determined by the Camp Director or designee. The deposit will be forfeited for the following reason(s): failure to do check-out with the Camp Director or designee; failure to clean the facility; or to cover damage/breakage/defacement of equipment or facility during use of camp.

8. Liability for Injury to Persons or Property

- (a) Sponsor agrees to supervise and to assume full control and responsibility for any persons, entities or things other than FWC personnel or property who/which are, for any reason, on the Facility by reason of Sponsor's program or use of the Facility.

- (b) Sponsor agrees to defend, indemnify and hold harmless FWC, the Florida Fish and Wildlife Foundation 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 or in any way connected with the Sponsor's actions and/or failure(s) to act in respect of its use of the Facility.
- (c) For the purpose of this section, "any person" includes, but is not limited to, Sponsor's agents and employees, participants in Sponsor's program and Sponsor's visitors.
- (d) Sponsor will have all group participants sign a Waiver of Liability which must be delivered when group checks in.

9. Miscellaneous

- (a) Sponsor warrants that the person signing the Document has the authority to execute the Document on its behalf.
- (b) This Document may be altered or amended only by written agreement of both parties.
- (c) FWC reserves the right to require that the Sponsor remove from the Facility any person(s) in, or in any way connected with Sponsor's group who, in the sole opinion of FWC, is creating a disturbance or who otherwise is disrupting activities on said Facility. Sponsor agrees to remove unauthorized person(s) from said Facility.
- (d) Sponsor agrees that the total number of participants on the premises will not exceed the Facility Building Maximum capacity at any time.
- (e) Sponsor has read all policies and procedures for use of the Everglades Youth Conservation Camp including the Regulations for specific areas of use such as waterfront, archery, and shooting ranges. Sponsor understands that it is their responsibility that all volunteers and participants of their event are aware of these policies, procedures, and regulations.

10. Termination

- (a) FWC may terminate this Document without any liability prior to or during the event with written notice to Sponsor either upon a determination by FWC, in its sole and exclusive judgment, that the requirements of the State Fire Marshall, the Department of Public Health and Safety or any statute, rule or regulation of any federal, state or local body, imposed undue requirements.
- (b) FWC may terminate this Document without any liability prior to or during the event with written notice to Sponsor either upon a determination by FWC, in its sole and exclusive judgment that the weather conditions may cause unsafe circumstances for participants or use during such conditions may damage or cause hardship to the Everglades Youth Conservation Camp.
- (c) In the event of cancellation by Sponsor, Sponsor will be released from payment of the Guaranteed Minimum Fee provided the Camp Director receives written notice of the termination no later than 30 days prior to the event or the Camp Director re-licenses the same facilities for the same period of time at the same fee. The Camp Director agrees to use its best efforts to re-license the Facility in this event.

Name of Organization

Name & Title of Officer Executing Director

Home Phone: (_____) _____ - _____

Office Phone: (_____) _____ - _____

Cell Phone: (_____) _____ - _____

E-mail: _____

Address: _____

1. The SPONSOR agrees to pay the amount of \$_____ for the use of the Everglades Youth Conservation Camp for the following activity _____ on the date(s) of _____.

2. Planned Activities: _____

3. The SPONSOR shall indemnify and save harmless Everglades Youth Conservation Camp, Florida Fish and Wildlife Conservation Commission, Florida Fish and Wildlife Foundation and its owners, employees, agents, officers, and volunteers harmless from and against any and all liability, actions, causes of actions, debts, claims from and against any and all loss, cost (including attorney's fees), damages, expenses and liability (including statutory liability and liability under Workers' Compensation laws) in connection with claims for damages as a result of injury or death of any person or property damage to any property sustained by SPONSOR and/or any persons, which arise from or in any manner grow out of SPONSOR'S use of the premises by SPONSOR or SPONSOR'S agents, employees, customers or invitees. In furtherance of this covenant, SPONSOR shall deliver a copy of a receipt for purchase of liability insurance to (including indemnification liability) at the level of \$100,000 per person, \$200,000 per incident or occurrence, or evidence of bond or security at that level. Nothing above shall constitute a waiver of sovereign immunity enjoyed by any agency of the State which may become a party signatory hereto, as provided by s.768.28, Florida Statutes.

4. I have read the use agreement, policies and procedures and activity operating procedures, and agree to follow all rules and regulations. I understand that failure to follow these policies will forfeit my deposit.

IN WITNESS WHEREOF the Sponsor hereunto set their hand and seal.

_____ Date
 _____ Sponsor's Signature

Before me, personally appeared _____, to me well known and known to me to be the person described in and who executed the foregoing document on behalf of _____, and he/she acknowledged to and before me that he/she executed said document for the purpose therein expressed.

Witness my hand and official seal, this _____ day of _____, 20____.

State of Florida, County of _____.

 Notary Public