

Rental Policy and General Use Agreement

Camp Wilkes, Inc.
2109 Camp Wilkes Road
Biloxi, Mississippi
228-388-3736

- I. Mission and available facilities
- II. Insurance Requirements
- III. Alcohol Beverage Control
- IV. Security and Fire Control
- V. Rules and Regulations
- VI. Reservations
- VII. Agreement regarding use

For more information contact:

Camp Office – 228-388-3736 (please leave a message and your call will be returned) or Info@CampWilkesInc.org

I. Mission and available Facilities

<u>Mission Statement:</u> Provide an outdoor semi-wilderness area and facilities for programs involving the youth of the Mississippi Gulf Coast and surrounding regions.

Camp Wilkes facilities are primarily for the use and benefit of Camp Wilkes, Inc. (herein after referred to as CWI) and related programs sponsored by CWI. Camp Wilkes is available for certain non-CWI functions when they do not conflict with CWI activities. Some such functions are:

- 1. Youth Camp Programs
- 2. Educational Institution Programs/Workshops
- 3. Team Building Workshops/Retreats
- 4. Company Picnics
- 5. Weddings/Receptions
- 6. Anniversary Parties
- 7. Family/School Reunions
- 8. Meetings
- 9. Activities of other nonprofit organizations

NOTE: The specific purpose of any activity must be approved by CWI. There shall be no booking for a time that will conflict with CWI programs. Determination will be made based upon CWI policy and requirements.

Camp Wilkes facilities are not available for:

- 1. Any activity that conflicts with CWI's mission or promotes violence/abuse in any form
- 2. Individuals or families seeking a weekend getaway retreat
- 3. Use of any ATVs or recreational camping vehicles of any sort.

Facilities: We have 7 dormitory style cabins for a combined sleeping capacity of 190 people. There are 5 covered pavilions with picnic tables, electricity, water and scenic views. Our dining facility overlooks Biloxi Bay and has a seating capacity of 150. It also features a full-service commercial grade kitchen; freezers and coolers; stocked with limited cooking utensils; and an ice machine. We have an outdoor seating area overlooking the Biloxi Bay that can seat approximately 250 people for campfire stories, weddings, and other various events. Also available is our swimming pool (45'x75' 10'deep. Renting entity must provide their certified lifeguards to meeting State Regulations), and a small meeting hall that is available for anything from arts and crafts, lectures, workshops, or just as a gathering place. The meeting hall is also equipped with a full size refrigerator, microwave, kitchen sink and ice machine. We have a first aid building with sleeping quarters and private restroom/shower for onsite medical personnel, which also includes an infirmary and office area. We offer 77 acres of 5 intersecting trails of just under 3 miles in distance, a basketball court and open field for different sports, and a 200' fishing pier.

II. <u>Insurance Requirements</u> - An Indemnity Agreement and a Certificate of Insurance is required for all activities. If Applicant's homeowners, or other, policy will cover the event then a Certificate of Insurance from Applicant's insurance company is required. The certificate must list Camp Wilkes, Inc., and its employees as a co-insured/certificate holder additional insured. A minimum amount of \$500,000 per occurrence is required but more is suggested to cover your group and its event. The insurance company providing coverage must be acceptable to CWI.

Scout Units are required to furnish a copy of the BSA Certificate of Insurance.

III. <u>Alcohol Beverage Control</u> - When an event is held at Camp Wilkes that is identified as a youth program or function, no alcoholic beverages are permitted on premises.

When alcoholic beverages are to be served and consumed, User is responsible for providing security to maintain peace amongst all of the User's guests.

Alcohol/Wine and Beer permits (if required) and the fees for the same are the total responsibility of the User. Permit due to the Camp thirty (30) days prior to the event. No permit is required if state beverages are not to be sold.

- IV. <u>Security and Fire Control</u> CWI requires that a Security Guard be on duty for all activities unless excused in the rental agreement. CWI reserves the right to require additional security personnel for any function, depending on size, time (day or night) of function, etc. A security guard is defined as a person professionally trained in safety procedures, general peace keeping, and crowd control. The cost of security personnel will be the responsibility of the User. If assistance is needed in scheduling security personnel, please contact the Camp Property Manager.
- V. <u>General Rules and Regulations</u> Anyone using Camp Wilkes facilities must sign a Use Agreement. User must agree to adhere to all regulations regarding liability, control of liquor use in force and in effect by CWI, and all local, state, and federal regulations, and all requirements and guidelines as delineated herein.

CWI reserves the right to change the rules and regulations from time to time for the protection of both parties and the safety of the property. If changes are made, User will be promptly notified.

<u>Hours of Activity</u> – The Users fees cover a period as established with the Camp Property Manager at the time the reservation is made. User for an evening event will be given the maximum time possible in consideration of prior bookings that involve the day/evening before and the morning of the desired date.

<u>Tables and Chairs</u> – Camp Wilkes has a limited number of tables and chairs. If tables and/or chairs are desired for activities outside the buildings in which they are houses, User must arrange with Camp Property Manager desired configuration and number of chairs/tables needed. User is more than welcome to contact a rental agency to supply more chairs/tables and absorb all costs related directly to rental agency. CWI does not receive nor be responsible for rental items. User must be available to receive such items and arrange for return in accordance with contract.

Under no circumstances are chairs, tables, and/or other items to be dragged across any floors. To ensure continued safety and usage of CWI provided furnishings, if movement of items is necessary, pick up items with two or more people to ensure damage does not occur to the time or the floors.

User is to meet or contact Camp Property Manager no later than fourteen (14) days prior to function to finalize arrangements.

<u>Decorations</u> – The User shall adhere to the following guidelines for decorations used anywhere on the Camp Wilkes facilities. Please exercise special care to not damage any items or surfaces.

- a. Decorating is to be done with fireproof or fire-retardant materials.
- b. All decorations must meet Fire Code.

- c. Candles must be contained in a fireproof holder or globe.
- d. No items whatsoever; nails, tacks, tapes, or any material that will deface the finishes are to be used on the walls, doors, beams, window casings, pavilions, table tops, or elsewhere.
- e. No decorations may be placed on glass windows
- f. No loose glitter of any kind may be used.
- g. No decorations may be used that will stain the tables or the floors.
- h. All decorations must be removed from the facilities immediately after the function.

<u>Kitchen Facilities</u> – User and/or caterer is responsible for cleaning all items used in kitchen areas including broom sweeping the floor and placing refuse in dumpster located to the northwest of Hiller Hall.

An inventory of items in the kitchen of Hiller Hall is maintained by the Camp Property Manager. Please make note of any items you may have used from the kitchen area and make sure they are returned to the same place after cleaning. When the Camp Staff inspects the facility after the event, any missing items must be replaced by User.

Any leftover food items are to be taken with you or disposed of in the dumpster. All refrigeration/freezer units are to be wiped out at the end of the function.

User's and/or Caterer's desires cannot conflict with City of Biloxi fire regulations.

Cleanup – The User is responsible for all cleanup of the facilities/areas used. All trash receptacles are to be emptied into the dumpster located on the north west side of Hiller Hall. All personal property of User and Guests, including rental items, must be removed at the conclusion of the event unless other arrangements are agreed upon in writing with the Camp Property Manager. Cleanup must occur prior to check out and final payment.

<u>Parking</u> – All guests are required to park their vehicles in the parking lot areas at the entrance to the main camp area. This is especially important when operating a youth-oriented program as licensed by the State. There is a limited amount of parking available for disable persons in the main part of camp across from Hart Hall.

<u>Pets</u> – No pets are allowed at Camp Wilkes. Service animals must be trained to meet the needs of their owner's handicap.

<u>Damages</u> — At the end of the scheduled event, the Camp Staff will inspect the Camp Wilkes facilities/property/equipment used to assess and ascertain, in his/her sole discretion, whether any damage to the Camp Wilkes facilities/property/equipment was caused by or during the event, excluding normal wear and tear. If the Camp Staff determines that no damage to the Camp Wilkes facilities/property/equipment was caused by or during the scheduled function/event other than normal wear and tear, the security deposit, in full, will be credited to the User's final bill, as long as all other check out procedures/requirements are met. If the Camp Property Manager determines in his/her sole discretion that there is damage to the Camp Wilkes facilities/property/equipment other than normal wear and tear, the security deposit will be deducted with reasonable costs of replacement/repair. If the Camp Property Manager determines that the damage other than normal wear and tear is greater than the security deposit, the User shall forfeit the security deposit AND shall be liable and responsible for the difference between the reasonable costs of repair and the amount of the damage deposit. An additional amount shall be due and payable within fourteen (14) days of date of notification of completed repairs and the costs thereof.

I. <u>Reservations</u> – No reservations for use of the Camp Wilkes facilities, or any part thereof, may be made more than twelve months in advance. The only exception is BSA Troop 212's Annual Summer Camp; CAMP Awesome's Children's Summer Camp; De L'Epee Deaf Center's Camp, Sea and Sun Visually Impaired Camp sponsored by the Lions Club; and CWI annual reserved dates.

Requests for use of Camp Wilkes will be considered on the basis of eligibility as outlined in Section II above and on a first requested and receipt of security deposit, signed agreement.

Anyone using Camp Wilkes must sign a Use Agreement and pay deposits as indicated. User must agree to adhere to all regulations regarding liability and liquor use in force and effect by CWI, and all local, state, and federal regulations, and all requirements and guidelines adopted by CWI.

- A. <u>Picnics</u> A picnic group is any group visiting camp with the rental of an outdoor pavilion(s).
 State Law limits Camp Wilkes to 200 people due to the number of bathroom facilities. Picnic groups shall not arrive before 8:00 am and must vacate the camp before dark.
 * See COVID19 Addendum for group size limitations mandated by the State of MS
- B. <u>Fees and Deposits</u> There is a required deposit due at the time this rental agreement is signed and executed. Reservations are tentative until Camp Wilkes has received both a signed Rental Agreement and deposit. A full refund will be given if notice of cancellation is received 45 days prior to date of reservation.



Camp Wilkes, Inc. 2109 Camp Wilkes Road Biloxi, Mississippi 228-388-3736

Agreement Regarding Use of Camp Wilkes

CWI agrees to provide its Camp Wilkes facilities for your use at your event on the terms and conditions provided within the foregoing Rental Policy and/or as otherwise expressed in this Agreement.

- 1. Limitations on Use: The User may use the premises only for lawful purposes. The following purposes, although possibly lawful, are prohibited.
 - a. Any use of which promotes, supports, or funds activity which is in direct contradiction to established policies of CWI.
 - b. Any use determined inappropriate in the sole discretion of the Camp Property Manager and/or Management of CWI.
 - c. Any use which requires a permit issued by an agency of a federal, state, or local government body unless such permit has been issued and a copy supplied to the Camp Property Manager prior to the beginning of the event.
- 2. Maintenance and Repairs: The User acknowledges that the premises are in good order and repair. The User agrees to accept responsibility for all damages occurring during the term of the use of the facility, without exception. Unless actively caused by the negligence or willful act or failure to act of CWI or its agents or employees, the User waives all claims against CWI and its agents or employees for all damages to the property of the user resulting from the building or its equipment being out of repair, from theft in or about the building or from any personal injury suffered by the user or anyone coming onto the premises during the period of use.
- 3. Insurance: It is the responsibility of the User to secure insurance for the term of its use. Such insurance must provide full protection against all claims for personal injury, death, or property damage occurring in, on, or about the facilities and the property Camp Wilkes. Certification of such insurance must be provided as directed in Section II of the foregoing rental policy.
- 4. Hold Harmless: The User agrees to hold CWI as well as its employees and agents harmless for any claim asserted as a consequence or incidental to the rental party's use of the facility or arising during the period of the User's use of the facility which is not expressly covered under the existing insurance coverage available to CWI. Reference Section II of the foregoing Rental Policy.
- 5. Assignment of Use Rights: The User shall not have the right to assign the privilege to use the premises without the express written consent of the Manager(s) of CWI. In the event any assignment is permitted, the User shall remain primarily liable for all obligations contained in this agreement.
- 6. Additional Rights of Owner of Facility: CWI shall have the following additional rights:

- a. To cancel any unused portion of the use term for any inappropriate use as determined in the sole discretion of the Management of CWI and/or the Camp Property Manager.
- b. To assert claims against the User for any and all violation of the agreement.
- c. To assert claims against the User to acquire the benefit of any right created under this agreement.
- d. Require the user to better particularize its intended or ongoing use of the premises.
- 7. Expenses: In the event it is necessary for CWI to assert its rights under this agreement (to include the terms of the Rental Policy I-VIII); any expenses incurred, including a reasonable attorney's fee, shall become the financial responsibility of the User and shall be deemed payable on demand.
- 8. Savings Clause: If any provision of this use agreement is invalid or unenforceable, the remainder of this use/agreement will not be affected but will remain valid and enforceable to the fullest extent permitted by law.

Name of User/Organization:	
Date/Hours of use:	
Name, Address, Email Address and Telephone N	Number of person responsible for use:
The undersigned User intends to utilize Camp V	Vilkes Inc facilities only for the following:
The terms, provisions and rules are expressly ac	ccepted by the undersigned User on this the
day of, 20	
	Hand David and State David
	User/Responsible Party
If renting party is a corporate entity or business personally guaranty all terms and provisions of	
	Name
	Title
Agreed and accepted on behalf of Camp Wilkes,	, Inc.
	Camp Property Manager

Camp Wilkes, Inc. Agreement Regarding Use of Camp Wilkes COVID19 Addendum

As of March 2020, and for the duration of the COVID19 Pandemic, Camp Wilkes, Inc., shall follow the CDC guidelines, the current State of Mississippi Executive Orders, the MS Dept of Health, and the City of Biloxi Executive Orders regarding the use of our facility. Should any guidelines and/or Executive Orders be amended or changed for the health and safety of the public, then Camp Wilkes will follow them unequivocally. This Addendum, revised August 2020, reflects the current State of MS Executive Order.

In addition to our current procedures outlined in our Rental Policy, during the COVID19 crisis the renting entity will be responsible to follow and oversee the following COVID19 below guidelines while on Camp Wilkes property.

Outdoor areas: Pavilions and any Camp Wilkes property open space
 If social distancing is manageable, no more than 20 persons will be allowed to use the outdoor space of Camp Wilkes

Indoor areas: Hiller Hall (Dining Hall)

If social distancing is manageable, no more than 20 persons will be allowed to use this indoor space with no more than 6 persons at a table. In the commercial kitchen of Hiller Hall, no more than 5 persons will be able work in the kitchen at a given time. All food prep and service will follow the TummySafe or the ServSafe procedures.

Hart Hall (meeting room) no more than 10 persons allowed usage.

- 2. **Rented Cabins:** Sleeping accommodations will be limited to 10 campers per cabin. Campers must sleep every other bunk. **No bunks shall be moved.** Space in the restroom and shower area is limited. It is the responsibility of the renting entity to provide hand sanitizer for each cabin used.
- 3. **Swimming Pool: If Pool is Open** Only 10 persons will be allowed to swim. The posted Pool Rules shall be followed, including the provision of a certified lifeguard on duty for your swimmers ONLY 10 WILL BE ALLOWED TO ENTER THE INSIDE OF THE FENCE (INCLUDING SWIMMERS) AT A TIME. CURRENT GROUP MUST EXIT THE FENCE GATE PRIOR TO THE NEXT 10 ENTERING. SOCIAL DISTANCING SHOULD BE MAINTAINED WHILE ENTERING AND EXITING THE POOL FENCED-IN AREA.
- 4. **Hand Sanitizer and Face Coverings:** are the responsibility of the renting entity to provide and highly encouraged to use.
- 5. For your safety, and to comply with the MS Dept. of Health mandates, the following questions need to be asked of your attendees. Should anyone answer YES to any of the following questions, it is understood that they are not to attend the function. Should anyone exhibit any of the symptoms while on Camp Wilkes property they will need to leave the property as soon as possible. The Camp Wilkes staff must be informed immediately of the incident.
 - A. Have you had a fever during the past 48 hours?
 - B. Have you had a cough during the past 7 days?
 - C. Have you been around anyone exhibiting these symptoms within the past 14 days?
 - D. Are you living with or caring for anyone who has been sick, has exhibited symptoms of COVID19 (fever, cough, shortness of breath, or is currently under quarantine for exposure to COVID19?
- 6. Keep a record of your attendees' names and addresses. Should an attendee test positive for COVID19 following your event, the CDC may need their contact information.

As the responsible party, I have read and accept the Can	np Wilkes, Inc. Agreement Regarding Use of Camp
Wilkes COVID19 Addendum	
 LIser/Responsible Party	 Date