

# Conference & Retreat Center Usage Procedures

### **GENERAL INFORMATION**

We would love to help you put together a retreat that is enjoyable, safe and enriches your spiritual life. At Christian Berets, Inc., we believe that every group is unique and with that comes our responsibility to provide a custom stay with your group's needs in mind. A custom retreat allows you to design the schedule, activities and sessions to meet the goals for your group and your ministry. The Center's property and buildings are dedicated to God.

Part of our mission at Christian Berets, Inc. is to "Restore His Servants" by providing an atmosphere of peace and relaxation. We encourage everyone to take time to enjoy the beauty of the mountains and spend time alone and pray as Jesus did. (Luke 6:12; Mark 1:35; Matt. 14:23)

The following Usage Procedures are deemed part of the Group Hold Only Rental Reservation and Group Rental Contract. No person may use the Center without first having obtained a written contract. All responsible parties to contract with the Center must be legally qualified to execute binding contracts. The Contractee shall not conduct within premises or upon property any operations except those described within the contract unless prior written consent of the Center is given. The Contractee, its officers, agents and employees shall comply with all rules and regulations, laws and ordinances established or adopted, from time to time, by any governmental agent or department thereof.

#### 1. Standards of Conduct

The Center expects the Contractee to respect its values and beliefs and to comply with its standards and usage procedures at all times. The Center does not allow alcoholic beverages, illegal drugs, fireworks, firearms, games of chance, profanity, or any other activity deemed as inappropriate by the Center. All clothing should reflect a Christian example to everyone. Smoking is permitted in one designated area only. Acceptance of the Group Rental Contract shall demonstrate the Contractee's agreement to abide by these Usage Procedures.

### 2. Rates and Services

Rates for the rental of the Center shall be posted online and shall be adjusted periodically to reflect the Mission Statement and budgetary goals for the Center. The Board of Directors shall approve any changes in the schedule of rates and services.

### 3. Group Hold Only Rental Reservation

The Center desires to make available the Conference and Retreat Center on a Hold Only rental reservation basis. The Center hereby agrees to grant the Reserving Group the schedule date to use the Center subject to the future formal contract for the rental date. The Contractee shall read for understanding, sign and return a copy of the Group Rental Contract including a \$400 deposit (due upon receipt of the Hold Only reservation). The Contractee shall provide and mail a Deposit to the Center, using a Cashier Check, Money Order, or Organization Check for the said dollar amount. The check shall be made payable to: Christian Berets, Inc.

If the reservation is canceled more than 90 days prior to the date of the reservation, the deposit is returned to the organization. If the reservation is not canceled prior to 90 days before the reservation date, the deposit is non-refundable. If a contract is generated, it then is applied to the final contract.

Revised 3/30/2017



## 4. Group Rental Contract

The Contractee shall read for understanding, sign and return a copy of the Group Rental Contract. The formal contract must be formalized within 90 days prior to the reservation date. If said contract is not adopted, the Hold Only rental reservation will be null and void after 90 day prior to the reservation date.

## 5. Deposit

The Contractee shall provide and mail a non-refundable and non-transferable Deposit to the Center, using a Cashier Check, Money Order, or Organization Check for the dollar amount indicated on the Group Rental Contract. The check shall be made payable to: **Christian Berets, Inc.** 

## 6. Proof of Liability Insurance

The Contractee shall provide written proof of Liability Insurance with the required \$1,000,000 limit with return of the signed contract (along with the check of deposit), a certificate of insurance in which the contracting group is named as insured and in which the Center and Christian Berets, Inc. are named as additionally insured parties on an attached endorsement form. The insurance limits policy shall be determined by the criteria established by the Center management. The contracting group agrees to comply with all insurance requirements applicable to the nature of the contracting group's event.

### 7. Confirmation of the Event

The Contractee's event shall be confirmed *after* (1) The Contractee receives a copy of the Group Rental Contract with related addenda; (2) The Contractee reads and returns to the Center a signed copy of the contract with a check of Deposit and written proof of Liability Insurance; and (3) The Center returns to the Contractee **one** (1) copy of the contract now also signed and approved by the Center.

### 8. Cancellation or Default by the Contractee

Should the Contractee cancel the event or any portion thereof or fail to make timely final payment for this contract, the Contractee shall forfeit and the Center shall retain the entire deposit. Any written notice of cancellation must first be received by the Center **no later than three** (3) **months** prior to the scheduled date of arrival or the Center shall charge full room rental to the Contractee. Further, the Contractee agrees to reimburse the Center for any expenses incurred by the Center on behalf of the Contractee in preparation or execution of the canceled event.

### 9. Cancellation by the Center

The Center shall reserve the right to cancel a confirmed event at any time. If, for some unavoidable reason, the Center must initiate cancellation of an event, the Center shall immediately notify the Contractee in writing. The Center shall release the Contractee from all contractual obligations and reimburse the Contractee for any and all payments previously made to the Center in connection with the active Group Rental Contract.

## **10.** Expiration of the Contract

The Contractee shall remove from the facilities all property, goods and effects belonging to the Contractee or caused by the Contractee upon the premises. If property is not removed within the time limits of the event as stated in the contract, the Center shall have the right to dispose of, sell, store, or cause to be stored any property for which the Contractee shall pay a penalty fee, plus all storage and moving expenses incurred, therefore, prior to release of the property from storage.

At the expiration of the time of use of the facilities set forth, the Contractee shall quit the facilities and return all equipment and facilities procured, which premises, equipment and facilities shall be in as good condition of repair as before the Contractee's use thereof, except for ordinary wear and tear.



## 11. Scheduling

The Center management shall reserve the right to confirm or deny permission to use the Center.

The Contractee is allowed changes up to **30 days** from the event. That will be the "drop-dead" date for cost changes to the signed contract. (All requests for bookings beyond 90 days from the event date receive a Hold Only Rental Reservation).

### 12. Event Information and Addenda

The Contractee shall be responsible to request, read and submit any and all appropriate information and to also return specific addenda as required for scheduling and confirming an event at the Center.

### 13. Anticipated Number of Guests

The Contractee shall be responsible to notify and update the Center regarding the **anticipated** number of Guests **no later than sixteen** (16) days before arrival, whether or not that number is larger or smaller than first projected in writing per the Group Rental Contract.

#### 14. Final Number of Guests

The Contractee shall be responsible to notify the Center regarding the **final** number of Guests **no later than seven** (7) days before arrival. The Contractee shall be invoiced accordingly for the **final** number of Guests.

## 15. Quiet Hours

The Contractee shall adhere to the Center's quiet hours beginning at **10:00 p.m.** and ending at **9:00 a.m.** The Contractee shall comply with the Tuolumne County Noise Ordinance. Outdoor activity shall not be allowed after **10:00 p.m.** Indoor noise shall be kept to a minimum after **10:00 pm.** 

#### 16. Meals

The Center shall schedule and confirm menu and meal times with the Contractee prior to arrival. The Contractee shall be responsible to arrive promptly for all meals as indicated on the Group Rental Contract. The Contractee shall be invoiced for an additional labor charge per meal if the Contractee arrives **fifteen** (15) **or more** minutes after scheduled meal times. The Contractee shall be responsible to inform the Guest Speaker and other leaders regarding the meal time schedule before arrival to ensure adequate time is allowed for the Guests to arrive promptly at meals. The Contractee is not allowed use of kitchen facilities. All cooking is performed only by the Center staff.

## 17. Special Dietary Requests

The Contractee shall notify the Center **no later than sixteen** (16) days before arrival about all dietary needs.

### 18. Guest Rooms

All guest rooms reserved for the Contractee shall be available for check-in at **3:00 pm** on the day of arrival and shall be vacated by **12:00** noon on the day of departure. If the Contractee occupies less than 50% of the beds available in one or more Guest rooms, the Contractee shall be invoiced for an additional cleaning charge. Food and beverages are not allowed inside guest rooms at any time. The Contractee shall be charged for any excessive cleaning that is required because of food or beverages being taken to the rooms.

### 19. Meeting Room

One large Meeting Room with a fireside lounge shall be available to the Contractee. It doubles as the Dining Commons. All scheduling shall be arranged by the Center. This room shall be available until the conclusion of the Contractee's final meal, unless previously arranged and confirmed by the Center.



## 20. Capacity for Lodging, Seating and Parking

The Center reserves the right to enforce capacity limits for lodging, seating and parking at the Center.

## 21. Event Participants

The Contractee shall provide a legibly printed or typed list of the full names of all Guests and their room assignments **no later than seven (7)** day prior to arrival.

## 22. Chaperones/Counselors

The Contractee shall assign the Chaperones/Counselors to their guests under 18 per their own ministries' standards.

### 23. Medical Emergencies

The Contractee shall report all accidents, illnesses and first aid treatments to the Center **within one** (1) hour of incident. Reported and unreported accidents will not be covered by the Center's insurance. The Contractee shall be responsible for transporting sick and/or injured Guests to and from the hospital.

#### 24. First Aid

The Contractee shall provide their own first aid kit. The Contractee shall be responsible to call 911 or ask the Center to call 911 in the event of a medical emergency requiring an ambulance and/or off-site care by medical professionals.

## 25. Bedding and Supplies

The Contractee shall be responsible to provide bedding and linen or sleeping bags, towels, personal and group supplies. The Center is not responsible to provide any of these items.

## 26. Additional Services and Special Needs

The Contractee shall submit requests in writing to the Center for any and all additional services that may be desired or special needs that may need to be addressed. Requests shall be received **no later than ten (10)** days before arrival. The Center reserves the right to approve or deny such requests.

### 27. Audio-Visual Equipment

The Contractee shall request reservation of any and all audio-visual equipment available for use at the Center **no later than ten (10)** days before arrival.

### 28. Adventure Recreation

The Contractee shall request reservation of any and all adventure recreation equipment or opportunities **no** later than ten (10) days before arrival.

#### **29.** Pets

No pets are allowed except for certified animals assigned to care for needs of disabled owners.

### **30.** Orientation Meeting

Upon arrival, the Center shall provide an opportunity for the Contractee to receive an orientation regarding procedures and expectations, safety issues and facility usage.



## 31. Two "Walk Through" Meetings

Upon arrival, the Contractee shall report to the Conference & Retreat Center on-site Manager for instructions and take a "Pre-Event Walk Through" of the facility with the on-site Manager. Before departure, the Contractee shall also take a scheduled "Post-Event Walk Through" with the on-site Manager.

## 32. Parking

Vehicles shall be parked as directed by the Center in designated areas only. The circular driveway is for loading and unloading only.

## 33. Repairs and Replacements

The Contractee shall pay the Center in full for any and all repairs or replacements required because of damages to property by the Contractee or its members, excluding normal wear and tear.

## **34.** Conserving Electrical Energy

The Contractee shall turn off coffee makers, hot water pots, sound system and lights when not in use.

## 35. Hanging Items

The Contractee shall **only** use blue painter's tape to hang items on the walls. No other kind of tape is allowed on the floor and walls. The Contractee shall be responsible to provide his own tape.

### 36. Cleaning

The Contractee shall be responsible to retrieve and discard trash every day. The Contractee shall also be responsible to leave buildings and grounds in good order and to tidy all rooms before departure. The Contractee shall be invoiced an additional labor charge per hour for any and all excessive cleaning required for guest rooms, meeting areas, or other Center property due to the Contractee's failure to comply with Usage Procedures.

### 37. Payment for Damages

The Contractee shall be responsible to render payment in full for any and all damages to property.

### 38. Additional Charges

The Contractee shall be invoiced for additional charges in the event the Contractee does not strictly comply with the Usage Procedures as communicated in writing to the Contractee, including:

(a) Excessive and unnecessary cleaning	\$25 per hour
(b) Any violation of the Group Rental Contract	\$100 per infraction
(c) Violation of Quiet Hours: 10:00 pm to 9:00 am	\$100 per infraction
(d) Labor charge for arriving late to scheduled meal times	\$50 per meal
(e) Special request for <b>less than 50% occupancy</b> per room	\$25 per room
(f) Tampering with or spoiling a fire extinguisher	\$50 per extinguisher
(g) Triggering a false alarm	\$500 per alarm
(h) Cost of repairs and maintenance resulting from the Event	Actual costs & labor

### 39. Lost and Found Articles

The Center shall hold items left behind by the Contractee for **thirty (30) days** only.

## 40. Lawful Activity

The Contractee shall comply with all Federal, State, County and Local laws. Compliance with all laws regarding sanitation, fire hazards and conservation of natural resources shall be mandatory.



### 41. False Fire Alarms

State Law imposes a large fine for false alarms. The Contractee shall be invoiced for any and every false fire alarm that is triggered by the Contractee.

## 42. Fire Extinguishers

The Contractee shall be invoiced per violation for any and every fire extinguisher tampered with or needlessly spoiled by the Contractee.

## 43. Incendiary and Flammable Materials

Under direct order of the U.S. Forest Service, the Contractee shall comply with all laws and standards regarding fire prevention in wilderness settings. Absolutely **no** firearms, fireworks or articles of incendiary nature are allowed anywhere on the Center property at any time.

## 44. Outdoor and Indoor Fires

The Contractee shall not build or start fires, or remove ashes or objects at any time from any fireplace or fire circle on the Center property. Only the Center employees shall build, start and extinguish fires.

#### 45. Tickets

The Contractee shall not sell tickets on the Center property without the prior written consent of the Center management.

### 46. Concession and Merchandise Sales

The Contractee shall not sell, serve, or give away any concession (food or beverages) or merchandise items without prior written consent of the Center management.

### 47. Broadcasting

No event presented in the facilities shall be broadcasted, televised, or in any manner recorded for reproduction without the prior written consent of the Center management.

## 48. Copyrights

The Contractee agrees, represents and warrants that nothing contained in the program, performance, or exhibition or in any way connected with the Contractee's activities under this contract, shall violate or infringe upon any copyrights patented, right of privacy, or other statutory or common law right of any person, firm, or corporation. The Center will not be responsible for any violations of copyright laws by the Contractee.

### 49. Advertising

The Contractee shall agree that no signs, posters, or advertisements shall be posted in, on, or about the Center property without the prior written consent and approval of the Center management. Approved advertising materials shall assure "truth in advertising" and good taste for the event authorized by this contract. The Center reserves all rights to information and manner of display on the Center property.

### **50.** Security

The Center shall reserve the right to require the Contractee to pay for the services of adequate security personnel if and when the Center should determine a need for onsite event security.

## 51. Control of Buildings

The entrances and exits of the Center buildings and property shall be locked and unlocked at such times as may be required for the Contractee's use and as may be designated or determined by the Center management. The Center and all duly authorized representatives of the Center shall have the right to appropriately enter the Center and parts thereof at all times.



## 52. Storage

In the receipt, handling, care, or custody of property of any kind shipped or otherwise delivered to the premises by any Contractee, the Center management and all employees shall act solely for the accommodation of the Contractee, and neither the Center management nor the employees shall be liable for any loss, damage, or injury to such property.

### **53. Business Contract**

Private individuals and private companies utilizing the Center as a place to conduct pre-approved business during an event may be required to obtain a **County of Tuolumne** business contract.

## 54. Camp Offering

Christian Berets' rates are intentionally affordable but do not cover all of the costs necessary for camp development. Many groups receive an offering that helps provide much of the funds needed to make these improvements a reality. Some of our future plans for development include the addition of an indoor swimming pool, recreation area and other facilities.

#### 55. Addenda

The Contractee shall be responsible to read and understand enclosed addenda and to return any and all addenda items as requested and directed. If we don't receive a completed Details Addendum 7 days prior to your retreat we will be increasing the total price stated on your contract by 10% and you will be invoiced for that amount. In order to ensure that we will be able to provide for you satisfactorily we need the Details Addendum in a timely manner. Thank you.

## 56. Exceptions or Additions to Contract

Any and all exceptions or additions to the Group Hold Only Rental Reservation and the Group Rental Contract shall be submitted in writing by the Contractee to the Center, approved by **both** parties, and finally authorized by the Executive Director **no later than ten (10) days** prior to the beginning date of the event.

## 57. Authorized Signatory and Return of Contract

After reading and understanding all enclosures in this document, the Contractee shall demonstrate full agreement with the Usage Procedures and requirements as set forth in the Group Hold Only Rental Reservation and the Group Rental Contract by **initialing** or **signing** and **dating** every page as directed. The signatory shall be fully recognized and authorized by the Contractee to review and sign the contractual agreements. The contract shall be completed and returned as directed **within sixteen (16)** days of receipt.

### 58. Statement of Faith

The Contractee has read and agrees to adhere to the Center's statement of faith (attached).

## **59. Final Agreement**

The Contractee shall be responsible to read and understand the Usage Procedures. The Contractee shall be responsible to observe and comply with all the rules and regulations governing the usage of the Center for purposes as stated per contract.

## 60. Professions of Faith

Part of the Christian Berets' Mission is to spread the Gospel of Jesus Christ, so we would be greatly encouraged to know if anyone made a first time profession of faith and/or re-dedicated their life during your group's stay. Please share this exciting news with the Facility Manager during your Check-Out walk through.