

## **TERMS AND CONDITIONS OF AGREEMENT**

### **PLEASE READ CAREFULLY**

IT IS UNDERSTOOD that this agreement includes terms herein, and terms set forth in documents associated with this agreement, including but not limited to: Policies, Procedures, and Rules of Use; and Alcohol Policy, Application, and Agreement. It is further understood that terms of this agreement may not be altered by either party unless both parties agree to changes in writing.

THIS AGREEMENT is not binding upon either party until it is signed by applicant, and by Head of Staff of First Presbyterian Church of Pendleton, Oregon or their designee.

TO HAVE YOUR application considered, you must complete the application in full, complete and sign an Alcohol Policy, Application, and Agreement (if applicable), and submit all required fees. It is understood that if you do not do so, your application will not be considered, and you, and your group, will not be able to use the facilities.

IT IS UNDERSTOOD AND AGREED that applicant will abide by terms of this agreement, as well as Alcohol Policy, Application, and Agreement (if applicable), and check-in and check-out procedures. Applicant accepts responsibility for communicating terms of this agreement, and associated information such as the Alcohol Policy, to other persons in your group who are using Westminster Woods facilities pursuant to terms of this agreement. Applicant furthermore agrees to accept responsibility for overall conduct of all persons in their group when using facilities and grounds.

APPLICANT AGREES to pay an initial reservation deposit thirty (30) days prior to usage of facilities. Reservation deposit shall be 10% of total sum due to Westminster Woods, or \$50, whichever is greater. Remainder of total sum is due prior to arriving at the Woods, and it shall be paid to First Presbyterian Church of Pendleton, unless applicant makes prior arrangements with Head of Staff or their designee. A separate cleaning/damage deposit is also required, and it will be returned to applicant within fourteen (14) days of check-out if applicant and guests leave Westminster Woods in the same or better condition than they found it.

WESTMINSTER WOODS RESERVES THE RIGHT to remove from its buildings, grounds, and surrounding areas (controlled by Westminster Woods) any unauthorized person(s), as well as any person(s) who creates a disturbance, fails to abide by terms of this agreement, or fails to follow directions of the camphost, or Head of Staff or their designee.

IT IS AGREED that applicant is responsible for payment of any damage to buildings, grounds, surrounding areas, property, equipment, or fixtures at Westminster Woods, beyond ordinary wear and tear, that is caused by any persons using Westminster Woods pursuant to this agreement.

IF AN ACCIDENT OCCURS at Westminster Woods, including but not limited to, fires; destruction of property, equipment, or fixtures; or harm to a person, it shall be reported as soon as possible to the Westminster Woods camp host, and to the church's Head of Staff or their designee.

IT IS UNDERSTOOD AND AGREED that insurance protection is the responsibility of applicant or group using Westminster Woods.

WESTMINSTER WOODS HAS THE RIGHT TO TERMINATE this agreement at any time, without liability to applicant, should, in the sole opinion of Westminster Woods, the facilities be threatened with destruction by fire or other events; or be so damaged that the facilities are not safely usable; or requirements of local, state, or federal authorities, laws, or regulations require closure of Westminster Woods; or Westminster Woods deems weather conditions to be too hazardous for safety of applicant and persons using Westminster Woods pursuant to this agreement.

IT IS FURTHER UNDERSTOOD AND AGREED that if Westminster Woods terminates this agreement, Westminster Woods shall have no obligation to applicant except to return fees already paid by applicant. However, if Westminster Woods terminates the agreement due to conduct of applicant or persons using Westminster Woods pursuant to this agreement, or violation of terms of this agreement, no refund of fees will be made.

APPLICANT AND ANY PERSONS USING FACILITIES PURSUANT TO THIS AGREEMENT hereby agree to indemnify Westminster Woods and First Presbyterian Church of Pendleton, free and harmless from any and all losses, damages, claims, demands, liabilities, causes of action or judgments, costs or expenses (including but not limited to attorney fees), of every nature for injuries to persons, property, or both, occurring in and about or in any way connected with Westminster Woods or its use by applicant or any other person(s) pursuant to this agreement.

IT IS FURTHER UNDERSTOOD AND AGREED that failure of applicant, or other persons using Westminster Woods pursuant to this agreement, to abide by terms of this agreement, may result in termination of this agreement without prior warning or notice, and may result in denial of future requests to use Westminster Woods by applicant or persons using Westminster Woods pursuant to this agreement.