

**USE AGREEMENT FOR
TWIN ROCKS FRIENDS CAMP & CONFERENCE CENTER
*Terms and Conditions***

1. **Description of Premises** - Twin Rocks Friends Camp agrees to permit the guest group to use the property and facilities identified in the Rental Contract according to the following terms and conditions.
2. **Mission Congruence** – Twin Rocks Friends Camp is owned by the evangelical Friends churches of western Oregon and southwest Washington. The camp’s mission is to use God’s creation and a Christ-centered environment to promote personal and spiritual growth. Twin Rocks rents its facilities and grounds to Christian groups, public schools, and secular organizations with educational and/or family-building emphases. All groups renting Twin Rocks’ property should do so without opposing Twin Rocks’ basic principles.
3. **Food Service** - Twin Rocks Friends Camp shall provide meals as specified on the Rental Contract in accordance with an estimate of the number of diners furnished Twin Rocks Friends Camp at least ten days in advance of the service of the first meal. The guest group agrees to assist with food service in a minimal way by setting tables prior to each family style meal and cleaning your part of the dining center after the meal.
4. **Outside Food** - Occasionally, guest groups bring “snacks” to share with their group. Only prepared food items purchased at a store may be shared with others in their group, with no homemade snacks allowed. The guest group is responsible for complying with State and County health regulations regarding the storage and serving of food, and releases Twin Rocks Friends Camp from any liability arising from the sharing of food. Any other outside food served on the Twin Rocks property requires prior approval from the Twin Rocks Guest Services Director.
5. **Use of Premises and Schedule** - During the term of this Agreement, the guest group shall use the camp for conducting a program of its own design and shall comply with all applicable laws, codes, and regulations. The guest group shall notify Twin Rocks Friends Camp of the nature of its program.
6. **Please Don’t Bring** - Twin Rocks Friends Camp prohibits pets (dogs, cats, etc. with the exception of service animals), hunting, fireworks, firearms, ammunition, and explosives at the camp. The use of gasoline, flammables, poisonous substances, hand and power tools, and personal sports equipment (i.e. skateboards, roller blades, baseball bats, etc.) are restricted, therefore prior authorization from the Guest Services Director must be obtained.
7. **Individuals with Disabilities** - With reasonable advance notice (10 days) and to the extent reasonably practical, Twin Rocks will try to accommodate individuals with disabilities, including individuals with mobility impairments (within the limitations of available Twin Rocks facilities) and individuals who require special diets. The guest group is responsible for providing interpreters for the guest group programs and activities, or personal attendants required by guest group leaders or visitors.
8. **Fires** - On the campgrounds, outside fires may be built only in designated campfire areas. It is understood that both Twin Rocks Friends Camp and the guest group must comply with the direction of fire control officials. Off the grounds, please build **beach fires** at least 30 feet away from grassy areas or driftwood piles. All fires should be carefully extinguished with water, not buried in the sand. Under certain conditions the State Forestry Department will impose a complete ban on fires. The camp staff will attempt to inform you if such a ban is in effect.
9. **No Ocean Swimming or Wading** - The Pacific Ocean has hidden undertows and sneaker waves that are dangerous. In one year the Rockaway Fire Department rescued 32 persons, one of which did not survive. Go to the beach in-groups, rather than alone. Individuals 9th grade or under must be accompanied by a counselor or other adult. Out of respect for our kind neighbors, please maintain as much order and quiet as possible going to and from the beach and please stay on public, not private property. We are required by Oregon State Parks to be off the beach by midnight. It is the responsibility of the guest group coordinator to see that these guidelines are properly conveyed to their guests. Twin Rocks Friends Camp and its staff assume no responsibility for the injury or loss of life resulting from beach activity.

10. **Crossing Highway 101** - No one shall exit by foot on Hwy. 101 to access the beach. All guests shall cross the highway using our Pedestrian Overpass. If they are not able to climb stairs, guests are permitted to drive to the beach and park near Twin Rocks Friends Camp beach access area. Guests will be given a code to use the Pedestrian Overpass.
11. **Lakefront** - No one shall enter the waterfront area unless a certified, Twin Rocks Friends Camp lifeguard is supervising. Lifeguards are also First Aid / CPR trained. (Under special circumstances, Twin Rocks may occasionally approve the use of lifeguards supplied by guest groups, after orienting them to Twin Rocks' lakefront and activities. Lifeguards furnished by guest group must meet current ACA regulations regarding certification requirements.) The waterfront is generally available from May 1st through October 1st, weather and maintenance permitting. The guest group needs to provide adult supervision for every 10 participants swimming or boating. The guest group also needs to provide a person to check in/out all guests whenever their group is scheduled to use the waterfront.
12. **Specialized Activities** - If the guest group utilizes specialized activities requiring supervision by persons with the training and experience to make judgments concerning equipment, procedures, and safety considerations then Twin Rocks Friends Camp will either provide appropriately trained staff or will determine minimum qualifications for supervision by the guest group. Additional information and guidelines for use of special equipment will be coordinated with all applicants expressing an interest in participating in such activities. Examples of such safety-concern activities include: archery or other target sports, gymnastics, bicycling, motorized vehicles, model rocketry, some crafts, off-site water activities, etc...
13. **Maintenance** - Twin Rocks Friends Camp shall maintain the camp in good condition and repair and shall provide water, electricity, garbage disposal, beds, mattresses, kitchen utensils, dishes, and other equipment necessary for the operation of the camp. The guest group agrees to assist in keeping the camp clean, and shall leave the camp free of defacement.
14. **Health and Safety** - Twin Rocks Friends Camp does not provide medical supervision, treatment, maintenance, supplies, or dispensing of medications for campers. These responsibilities belong to the guest group. The guest group should furnish a qualified adult to provide basic health supervision. A qualified adult is at least 21 years of age and possesses at least a current, age appropriate CPR/AED/First Aid certification from a nationally recognized provider. The guest group is responsible for supplying and storing their own first aid supplies and equipment. If the guest group chooses to store and administer medications for their participants (prescription and over-the-counter), it is recommended that all medications are kept in a locked storage container provided by the guest group unless the medication is needed for immediate life-threatening conditions. An AED is available in the Dining Center and in Pacific Woods Lodge. The guest group's contact person should bring a current list of participants that includes: names and addresses, emergency contact information, known allergies or health conditions, and for each participant (camper and staff member) under the age of 18 and not accompanied by their parent or guardian, a signed form with a health history that grants permission to seek emergency treatment. Emergency transportation is available through local emergency response by dialing 911. Payment for the cost of emergency transportation services is the responsibility of the guest group. The guest group agrees to furnish non-emergency transportation.
15. **Camper Supervision** - The guest group should furnish at least one adult, age 18 years or older*, supervising each eight campers who are 9-14 years of age, or each ten campers who are 15-18 years of age. The guest group will see to it that campers 9th grade and under are supervised by adults at all times. The supervising staff must be at least two years older than the minors they are supervising. The guest group should identify if there are to be any exceptions to these ratios, including where a minimum of two staff members are required to be present and which segments of the day greater or fewer staff are required for supervision. (*20% of supervisors may be 16-17 years of age rather than age 18+, unless the guest group is primarily serving persons with special needs). All staff should be trained in appropriate camper supervision, including no members of the opposite sex in the same cabins (other than family members) and never having only 2 people in a private or confidential space. All one-on-one contact should happen in locations that can be observed by others. No minors should be alone in a cabin or private area with an adult other than family members.
16. **Staff Screening** - It is strongly recommended that the guest group conduct in depth screening of all of its staff

who have responsibility for or access to its campers. Screenings should include interviews, reference checks, work history verification, and criminal background checks (including the National Sex Offender Public Registry). The behavior of the guest group's staff is the sole responsibility of the guest group, and not that of Twin Rocks Friends Camp.

17. **Unauthorized Persons** - The guest group agrees to permit only authorized persons to enter the camp, and will immediately notify Twin Rocks staff if they notice unauthorized persons on the premises of the camp.
18. **Accidents and/or Illnesses** - To help Twin Rocks ensure safety for future campers, please report all accidents, near-accidents, and illnesses requiring professional medical attention, which occur during your stay at camp. Please do so by filling out Twin Rocks' Accident and Incident Form within 24 hours of the occurrence.
19. **Smoking** – The use of tobacco by individuals under the age of 18 is not permitted. Tobacco use by adults is permitted in designated areas only. Pursuant to the Oregon Indoor Clean Air Act, smoking is prohibited in all indoor public spaces.
20. **Alcohol/Drugs** - Consumption of alcohol, marijuana, and use of non-prescription drugs is not permitted.
21. **Vehicles** - Use of vehicles at the camp is restricted to roads and parking areas as designated by signage. We recommend that all individuals riding bicycles wear bike helmets, but Oregon State Law only requires individuals under 16 years of age to wear bike helmets. Twin Rocks prohibits the transportation of persons in non-passenger vehicles (i.e. back of trucks, etc.).
22. **Group Orientation** - Once at the camp, the guest group leader is to communicate to their participants the information on our *Guest Leader Information Card* (explaining Twin Rocks safety regulations and emergency procedures), and refer campers to Twin Rocks policies posted in their cabins.
23. **All Camp Emergencies** - In the case of an all camp emergency such as a fire, tsunami, or lost camper, please go to the camp bell (located on the east side of the Welcome Center) and ring it continuously for several minutes. Please instruct your group in advance to proceed to the Shelter (gym) immediately if they hear a continuous ringing of the bell.
24. **Guest Group Fees** - The Guaranteed Minimum Fee is based on the number of persons guaranteed by the guest group. It will be charged to the guest group even if fewer persons use the camp than was guaranteed, or if the guest group terminates this Agreement without using the camp. **Final Invoice Fees** – This fee will represent the use of the camp by all participants, and will be calculated by totaling the individual charges for each person's lodging or day use fee, meal charges and other per person fees where applicable. The invoice is determined at the end of the camp or conference. **Payment Terms** – The guest group agrees to deliver payment in full via check or cash to a representative of Twin Rocks Friends Camp prior to the guest group's departure from the camp. Exceptions must be approved by Twin Rocks Friends Camp prior to arrival. The guest group agrees to pay interest on any unpaid balance at the rate of 1% per month (annual percentage rate of 12%).
25. **Breakage and Damage** - The guest group agrees to pay Twin Rocks Friends Camp the amount reasonably necessary to repair or replace property or equipment damaged or destroyed during the guest group's use.
26. **Liability Insurance** - The guest group promises and warrants that it carries liability insurance with a minimum liability occurrence limit of \$1,000,000. The guest group is asked to provide a certificate of insurance to Twin Rocks Friends Camp at least seven days prior to the date upon which the guest group begins to use the premises. The certificate of insurance will indicate that the guest group has made Twin Rocks Friends Camp an "additional insured" on the guest group's policy with respect to the use by the guest group of the camp. (This section is not applicable for family reunions or for the use of the Prayer Lookout.)
27. **Hold Harmless Agreement** - The guest group agrees to hold harmless, indemnify, and defend Twin Rocks Friends Camp (including the camp's agents, employees, and representatives) from any and all liability for injury or damage including but not limited to bodily injury, personal injury, emotional injury or property damage which may result from any person using the premises, its entrances and exits, and surrounding areas, for the guest group's purposes. The guest group agrees to supervise and to assume full control and responsibility for any persons, entities, or properties which are at the camp by reason of the guest group's use of the camp. For

the purpose of this section, any person includes, but is not limited to, the guest group's leaders, participants in the guest group's program, and the guest group's visitors.

28. **Building Capacities** - The guest group agrees that the total number of participants on the premises will not exceed the camp building maximum capacity at any time.
29. **Authority** - The guest group warrants that the person signing the Agreement has the authority to execute the Agreement on its behalf.
30. **Termination** - After a contract has been validated, the guest group is as responsible to fulfill the contract as Twin Rocks Friends Conference is to fulfill its part. A cancellation oftentimes makes it impossible to reschedule another group and consequently jeopardizes the delicate balance of meeting operational costs. Therefore, we agree to forfeit our deposit if we cancel 6-9 months in advance of our retreat, or to pay 50% of the Guaranteed Minimum Charge if a cancellation takes place within 6 months of our scheduled arrival date. We understand that we will not be charged at all if our group is forced to cancel due to snowy/icy travel conditions, and our deposit will be refunded in full.

We have read and agree to abide by the above terms of this Use Agreement as well as the accompanying Rental Contract.

Guest Group Organization Name: REFORMATION COVENANT CHURCH

Person authorized to sign on behalf of the Guest Group:

BRYAN HANGARTNER, DEACON
Printed Name & Title

Bryan M Hangartner
Signature

7/27/2021
Date

Please also sign the accompanying Rental Contract indicating agreed upon dates, times, facilities, and costs, and return both documents within 30 days to Twin Rocks Friends Camp (P.O. Box 6, Rockaway Beach, OR 97136).

Signature of Twin Rocks Official:  Timber Mabes, Guest Services Director