

Total Investment:	<u>\$</u> 2,170	Due Date: 04/02/2024
Deposit:	<u>\$</u> 1,085	Due Date: 03/07/2024

PLEASE READ CAREFULLY:

To Guarantee your Program Dates

The signed service agreement is required to confirm and hold the date(s) requested above. Program dates are confirmed and the event will be scheduled after our office receives the signed agreement and the 50% deposit.

Cancellation Policy

If a program needs to cancel the following cancellation policy will be upheld.

Should you find it necessary to cancel your reservation, please notify us immediately. If a group/organization cancels prior to four (4) weeks before the date of the rental, you will be permitted to transfer the deposit to another date within that calendar year if requested and if there is facility availability. In the instance of a cancellation, a \$250 handling fee will be charged. The following schedule applies for refunds on the deposit, less the handling fee:

Amount of time prior to rental	Amount of deposit returned
More than 90 days	100%
30-90 days	50%
15-29 days	25%
Less than 15 days	0%

Camp Ho Mita Koda may terminate this agreement without any liability upon ten (10) days prior written notice to client and will issue a full refund if payment has previously been collected.

Payment Terms

- Payment made via credit card is subject to a 3% surcharge. Checks are preferred.
- Client is expected to render the remaining balance in full no less than 30 days prior to the scheduled program. Client agrees to ensure that all necessary medical information and acknowledgement of risk for each participant is produced upon arrival.
- A late fee of 1% of the remaining balance will be assessed daily after the due date, until the agreed upon balance is paid off.
- A final invoice will be issued after completion of your program to reflect the cost for any additional participants over and above the guaranteed number. The final invoice payment is net 15.

Supervision

Camp Ho Mita Koda staff is primarily responsible for the supervision of minor guests during any Camp led activities/programs.

Adult/Minor Interaction

Camp Ho Mita Koda operates with the "rule of three". Adults must avoid being in secluded 'one-on-one' situation and environment with minors and guests. This includes, but is not limited to restrooms, cabins, offices, etc. If a situation does require one-on-one interaction, such as in a healthcare environment, another adult must be able to hear and/or observe the interaction.

Insurance

Camp Ho Mita Koda and Footpath Foundation will name one another as *Additional Insured* for the duration of the rental period and provide each organization a Certificate of Insurance (COI) prior to the scheduled program.

Inclement Weather

In case of inclement weather, Camp Ho Mita Koda will make a reasonable effort to create alternatives to running high adventure, SEL, or other weather-contingent programming that aligns with the goals of the program. It is understood that the availability of space, time and other clients on campus could limit these programming alternatives. Cancelation policy does not apply to inclement weather.

An authorized agent of the client organization must sign and date this document. This signature indicates a full understanding and acceptance of all prices, conditions, services, materials and terms contained in this agreement. Camp Ho Mita Koda will not guarantee program dates until signed agreement and deposit are received.

Please sign one copy of this agreement and then return it along with your deposit to: Camp Ho Mita Koda, 14040 Auburn Road, Newbury, OH 44065

THE UNDERSIGNED HAS READ AND REVIEWED THE AGREEMENT AND ACCEPTS ALL CONDITIONS OUTLINED ON BEHALF OF THE GROUP.

This Agreement has been issued by:

DocuSigned by: Alex Richardson 2/7/2024

CHMK Representative

Date

This agreement has been reviewed and signed by:

DocuSigned by:	
Sarah Alonso	2/8/2024
<u>84E0818981D94D9</u>	
Authorized Representative	Date

LIABILITY FOR INJURY TO PERSONS OR PROPERTY: User agrees to defend, release, discharge, indemnify and hold harmless User and the Camp Ho Mita Koda 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, loss, damage, and/or claim and associated costs made by any third party, including reasonable attorney fees arising out of in any way connected with User's actions and/or failure(s) to act in respect of its use of the Camp.

Sarah Alonso	2/8/2024
Signature	Date

It is understood and agreed that should your group fail to adhere to all of the rules and policies outlined in the 'Facilities Use' webpage and conform to the proper use of the buildings and facilities, Camp Ho Mita Koda may, at its discretion, terminate this agreement and require the User to vacate the property (during the program if necessary), forfeiting any and all fees and monies. I/We have read and understood this agreement and the policies it contains. I understand that if I/We or any of the guests or vendors at the program does not comply with this agreement or the policies the program may be immediately terminated by Camp Ho Mita Koda in its sole discretion, and/or all deposits made retained by Camp Ho Mita Koda. I understand and agree that, in addition, I/we will be responsible and liable to Camp Ho Mita Koda for any costs exceeding the amount of the retained deposit and any costs exceeding the \$250.

> DocuSigned by: Sarah Alonso

2/8/2024

Date

Signature