



Swamp Camp Services, Inc.

1380 Maxeys Road, Union Point, Georgia 30669

Rental Group Agreement

This Agreement is by and between Swamp Camp Services, Inc. ("Camp Swamp") and the undersigned Organization denoted as "Rental Group," below, and is effective as of the date of signature of the authorized representative of Camp Swamp.

This document corresponds with the quote you received in both order and content. By signing this Rental Group Agreement, the Rental Group agrees to the accompanying Quote.

Participant Notes:

- At the time of the event, if total number of participants is 90% or lower than the contracted total, payment will be expected for 90% of total.
- At the time of the event, if total number of participants is greater than contracted total, payment is expected on the new total and is based on the price per participant of this contract.
- Lost and Found is discarded once all participants have left the premises. Please inform all attendees to make sure they have all of their belongings. Camp Swamp cannot be responsible for items left behind.

Lodging, Facility & Food Notes:

- This price includes use of the Hart Dining Hall and its sound system, pavilion, fields, bath houses, one (1) cabin per 14 participants per gender (maximum), pool, and the lake.
- Please pre-arrange all decorations/set-up/activities with facility managers.
- Any special deliveries which you order must be received by you and not Camp Swamp. To facilitate deliveries, you must pre-arrange with your Swamp contact person. All deliveries are made to Hart Dining Hall office.
- Medical Cabin has 1BR/1BA for additional lodging; otherwise used as infirmary at no extra cost.
- Staff Cabin 1 has full kitchen, 4 bedrooms, and 3 full baths.
- Staff Cabin 2 has efficiency kitchen, 4 bedrooms, and 2 ½ baths.
- Staff Cabin 3 has 4 bedrooms, 3 full baths and common room.
- Facility Fee waived for groups 50+ and staying at least one night.
- Canteen offers a variety of snacks, drinks and frozen delights for very reasonable prices.

Auxiliary Equipment Notes:

- Projector/AV equipment is located in Hart Dining Hall. Bring any viewing materials you will need.
- Projector Screen is 10' diameter, 16:9 ratio.
- Radios are multi-channeled and allow for privacy calls.



Swamp Camp Services, Inc.

1380 Maxeys Road, Union Point, Georgia 30669

Payment Notes:

- At the time of the event, if total number of paying participants is 90% or lower than the contracted total, payment will be expected for 90% of total, based on the original cost per paying participant. At the time of the event, if total number of participants is greater than contracted total, payment is expected on the new total and is based on the price per participant of this contract.
- Reservation Deposit: Event date(s) will be held when deposit is received. Deposit will be applied to balance.
- Security Deposit: \$300 refundable, payable upon arrival for your event. If facility is not cleaned, a \$25 per hour cleaning fee will be deducted from deposit. Any damage will be deducted from deposit. Deposit will be refunded upon final walk-through approval on last day of event or applied to final balance. Can bring a check/cash and we will return on your departure or include in deposit check and we will count towards balance due if not used.
- Refund Policy: Full refund if cancelled 90 days prior to event minus \$50 processing fee. Reservation deposit is non-refundable within 60 days of event.
- Remaining Balance Due with 14 business days of departure.
- Please collect monies from individuals and have one check made out to Swamp Camp Services, Inc., 1380 Maxeys Road, Union Point, GA 30669, or can pay online at www.campswamp.com/rentals (click Make a Payment button at bottom of page).

Amenities Notes:

- All outdoor activities are subject to weather.
- Laser Tag can be moved into Hart Dining Hall with a fog machine.
- Movie shown on 10' diameter (16:9) screen under the stars, by the pool (Dive-In Theater), or amphitheater.
- We hire staff for each event based on number of days/nights, events planned, and general needs to include Kitchen Manager, Amenities Lead, and Support Staff.
- Certified life guards are required at the pool and lake when in use. If Rental Group provides own life guards (minimum of 2), proof of valid Life Guard and First-Aid/CPR Certification must be shown prior to event. The fee for life guards is \$25 per hour per life guard, if provided by Camp Swamp.

Health and Safety

- Camp Swamp does not provide medical supervision, treatment, maintenance, or dispensing of medications for campers. These responsibilities belong to the Rental Group.
- Rental Group agrees to furnish a qualified adult to provide basic health supervision. A qualified adult is at least 21 years of age and possesses at least a certificate of training in the principles of first aid and CPR. Rental Groups must provide first aid supplies for their guest.
- Rental Group contact person shall bring and have available at all times a current list of participants that includes: names and addresses, emergency contact information, and known allergies or health conditions. Also, for each participant (camper and staff member) under the age of 18 and not



Swamp Camp Services, Inc.

1380 Maxeys Road, Union Point, Georgia 30669

accompanied by their parent or guardian, a signed form granting permission to seek emergency treatment.

- Rental Group agrees to furnish at least one counselor, age 18 years or older, who is trained in the principles of first aid, for each ten campers under 18 years of age.
- Emergency transportation is available through local emergency response groups by dialing 911. Rental Group agrees to furnish non-emergency transportation.
- Smoking is prohibited anywhere on the premises. Open fires are not permitted on the premises. It is understood that both Camp Swamp and Rental Group must comply with all lawful orders of appropriate fire control officials.
- Use of vehicles at the premises is restricted to gravel roads and parking areas as designated. Posted speed limits of 15 MPH shall be obeyed. Obey all signage.

General Terms

The Premises

The premises to be rented by Rental Group as a licensee are located at 1380 Maxeys Road, Union Point, Georgia 30669. Rental Group shall only be authorized to use that portion of the premises which are expressly denoted herein.

Permitted Uses

Rental Group agrees that the Premises may only be utilized for the functions and purposes specified herein, and reasonably related functions, and for no other purposes, unless specific, advance consent is obtained in writing from Camp Swamp. Smoking is not permitted. **No drugs, pets, weapons, alcohol, or glass containers are permitted.** Rental Group agrees to comply with all applicable laws, ordinances and regulations at all times during its use and occupancy of the Premises, abide by Camp Swamp's kitchen policies, and agrees that Camp Swamp shall bear no liability if the agreement is cancelled due to any legal or regulatory compliance issues.

Minor Participation

If Rental Group's proposed use of the premises will involve any participants who are minors, including minor children of participants, then Rental Group warrants that it has exercised a high degree of care in conducting background investigations on all persons who will have access to one or more minors to determine their suitability for working with or being present with minors during use of the premises, and, further, Rental Group warrants that it will use a high degree of care in supervising all activities involving minors during its use of the premises for those programs and activities not directly coordinated and supervised by Camp Swamp and its Staff.

Utilities

Rental Group agrees to cooperate with Camp Swamp in minimizing charges for water, heat, air conditioning, and lighting, and resources both man-made and natural.



Swamp Camp Services, Inc.

1380 Maxeys Road, Union Point, Georgia 30669

Maintenance

Rental Group agrees to use all reasonable efforts to keep the Premises clean and in good repair. Rental Group also agrees to promptly reimburse Camp Swamp for any repairs made necessary by Rental Group's use of the Premises.

Alterations or Additions

Rental Group agrees not to make any alterations, additions or improvements on the Premises. Cabin bunkbeds are not to be moved, separated, or reconfigured.

Personal Property

Rental Group agrees not to use or disturb Camp Swamp's or its personnel's personal property located on the Premises.

Assignment

Rental Group cannot assign, transfer or sublease its right to use the Premises.

Insurance

Rental Group (at its expense) agrees to acquire and keep in full force during its use of the Premises, comprehensive public liability and property damage insurance covering any and all claims for injuries to persons or property occurring in, upon or about the Premises during Rental Group's occupancy or use. This insurance is to be in the minimum amount of one million U.S. dollars (\$1,000,000) single limit coverage to indemnify the claim of one or more persons, and for indemnification for property damage. Rental Group shall furnish a complete copy of the policy.

Indemnification

Rental Group agrees to indemnify and hold Camp Swamp (or any of its agents) harmless against claims and liability of any kind arising out of injury or death to any of its participants.

Relationship of Parties

Rental Group agrees that it is not Camp Swamp's agent or representative and is not able to bind or obligate Camp Swamp in any way or manner.

Advertisement

Rental Group shall not place any signs or banners on the property without written permission from Camp Swamp, which Camp Swamp may withhold or withdraw, in its sole discretion, if Camp Swamp at any time determines that any such banner or sign is inappropriate in any manner. In the event Camp Swamp approves any sign or banner, the responsibility for ensuring such sign or banner complies with applicable ordinances, regulations and laws shall rest solely with Rental Group. The Rental Group



Swamp Camp Services, Inc.

1380 Maxeys Road, Union Point, Georgia 30669

agrees to allow pictures of its event and associated activities to be used in related publications (i.e. website, brochure, etc.).

Intellectual Property

Rental Group represents, warrants and agrees that it shall at all times comply with all applicable copyright, trademark, and related intellectual property laws and regulations in the event its use of the premises involves (a) playing copyrighted music or showing copyrighted videos or images; (b) making audio or video recordings containing copyrighted music, videos or images; and/or (c) performances by musical groups including copyrighted music.

Taxes

Rental Group shall be solely responsible for the collection of any sales taxes on the sale of products during its use of the premises and agrees to indemnify Camp Swamp for any taxes Camp Swamp is assessed as a result of sales occurring on or as a result of Rental Group's use of the Premises.

General

This Agreement constitutes the entire agreement between the parties with respect to the matters described herein and supersedes all prior discussions, proposals, understandings and/or agreements between the parties, whether oral or written, with respect to such matters. This Agreement can be modified only by a written document containing statement(s) clearly indicating intention of modification, which is signed by authorized representatives of both parties. Each provision of this Agreement is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of this Agreement will remain in full force and effect. Neither party shall be liable for failure to fulfill its obligations when due to causes beyond its reasonable control. Any failure or delay by either party in exercising any right or remedy will not constitute a waiver. Each party to this Agreement is an independent contractor and nothing contained in this Agreement shall be construed or implied to create a relationship of partners, principal and agent, joint ventures or employer and employee.

By signing below, the Rental Group represents that the person signing this document is an authorized representative of the Rental Group, fully empowered to bind the Rental Group to the terms contained herein and, further, Rental Group acknowledges receipt of, and agreement with, Camp Swamp's Rental Policies and the accompanying Rental Quote of fees for services rendered and agreed upon.

Swamp Camp Services, Inc. aka Camp Swamp

(Printed Name of Rental Group Organization)

Signature _____ Date _____

Signature _____ Date _____

Jeff Rorabaugh _____
Printed Name Title

Printed Name Title



Swamp Camp Services, Inc.

1380 Maxeys Road, Union Point, Georgia 30669

CELL PHONE
706-818-5842

EMAIL
4rentals@campswamp.com

WEB
www.campswamp.com



HELPFUL CHECK LISTS

Rental Group will:

- Choose a menu two (2) weeks prior to the event.
- Provide Camp Swamp a schedule of activities and meal times two (2) weeks prior to event.
- Inform Camp Swamp of the number of participants including volunteers, staff, and auxiliary personnel seven (7) days before the event start date.
- Communicate to Camp Swamp day and time radios are needed so that they are charged and ready.
- Pre-arrange deliveries with Camp Swamp. Any special deliveries which you order must be received by you and not Camp Swamp's contact person. To facilitate deliveries, pre-arrange with your Swamp contact.
- Provide medical staff and all camper supervision.
- Have everyone sign a waiver which can be downloaded from our website (www.campswamp.com/rentals)
- Provide copy of indemnity insurance policy as stated above.
- Have someone do initial walk-through prior to arrival of all the participants
- Communicate initial setup of Hart Dining Hall.
- Assign someone in charge of clean-up to leave the camp in same condition as arrival and complete final walk-through at the end of the event.
- Inform all participants to park in the designated parking lot across the foot-bridge from the Dining Hall, not the one behind the Dining Hall (that's for deliveries only) and to stay on gravel roads.
- Inform participants of what to bring. Below are some camp-related items worth mentioning.
 - Clothing & Footwear appropriate to weather and activities
 - Bed Coverings: Sleeping bag, Blankets, Sheets & Pillow (twin size unless staying in certain beds in staff cabins)
 - Towels/Washcloths & Toiletries
 - Flashlight
 - Fishing equipment, if you choose to fish
 - Insect repellent containing DEET and sunscreen
- Complete Final Departure Cleaning:
 - All Cabins (camper, staff, and medical)
 - Swept and cleared of trash
 - For camper cabins, place trash on patio of bath house.
 - Bath House:
 - Swept and cleared of trash
 - Dining Hall:
 - Chairs on racks,
 - Tables folded and placed against walls
 - Floor swept
 - Grounds:
 - Free of disposable trash
 - Toys & sports equipment returned to proper bins
- HAVE A GREAT TIME!