

USER AGREEMENT FOR MENSCH MILL CONFERENCE & RETREAT CENTER

Terms and Conditions

*Rules for acceptance and participation in programs at Mensch Mill are the same for everyone without regard to age, race, color, religion, sex, handicap, or national origin. The term "Mensch Mill" as used herein, shall indicate Mensch Mill Conference & Retreat Center management. "User Group" refers to the renter.

1. **Description of Premises** – Mensch Mill agrees to permit the **User Group** to use the property identified in the Agreement as "Facility" according to the following terms and conditions. The Agreement includes the use of all improvements to the Facility, except those which Mensch Mill expressly excludes by so notifying the **User Group's** representative upon his/her arrival at the Facility.
2. **Food Service** – Mensch Mill shall provide meals as specified on the **Final Confirmation Form** in accordance with an estimate of the number of diners furnished to Mensch Mill at least (7) seven days in advance of the service of the first meal. Charges will be based upon current meal prices. If the **User Group** prepares its own food, it assumes all responsibility for any food prepared and for all activities in their preparations, and shall hold Mensch Mill and the Facility owner harmless from any and all liability therein. The **User Group** agrees to assist with dining cleanup as requested by Mensch Mill and to assist with supervision of participants during dining times.
3. **Use of Premises and Schedule**
 - a. During the term of this Agreement, the **User Group** shall use the Facility for conducting a program of its own design and shall comply with all applicable laws, codes, and regulations. The **User Group** shall notify Mensch Mill of the nature of its program, and shall promptly supply Mensch Mill with information concerning the program upon request by Mensch Mill. Mensch Mill prohibits hunting, fireworks, firearms, ammunition, and explosives at the Facility. The use of gasoline, flammables, and poisonous substances, other flammables, and hand and power tools are restricted. Prior authorization from the Managing Director must be obtained.
 - b. No one shall enter the swimming pool area unless a qualified lifeguard is supervising the pool area. Mensch Mill shall, in its sole discretion, determine the minimum qualifications for said lifeguard, which will generally be a minimum of a Red Cross Lifeguard Certificate (or its equivalent). The Swimming pool is available from Memorial Day weekend through Labor Day weekend, weather and maintenance permitting. Availability at other times is at the discretion of the Managing Director, and is subject to change.
 - c. If other specialized program activity areas or equipment are part of the Facility, Mensch Mill will either provide appropriately trained staff or will determine minimum qualifications for said supervision by the **User Group**. Additional information and guidelines for pool use and use of special equipment (ropes course, archery, horses, etc.) will be sent to all applicants expressing an interest in participating in such activities.
4. **Utilities** – Mensch Mill shall provide water, electricity, and garbage disposal without additional charge to the **User Group**.
5. **Maintenance** – Mensch Mill shall maintain the Facility in good condition and repair and shall provide janitorial services to the premises and buildings. Mensch Mill shall provide beds, mattresses, and other equipment necessary for the operation of the Facility. Mensch Mill provides linens and towels in the Kline Center and Mensch House and provides dishes and cooking utensils in the Mensch House and Rupp Barn. The **User Group** agrees to assist in keeping the Facility clean, and shall leave the Facility free of defacement.
6. **Health and Safety**
 - a. Mensch Mill does not provide medical supervision, treatment, maintenance, or dispensing of medications for campers. These responsibilities belong to the **User Group**.
 - b. The **User Group** agrees to furnish a qualified adult to provide basic health supervision. A qualified adult is at least 21 years of age and should possess at least a current certificate of training in the principles of first aid and age-appropriate CPR from a nationally recognized provider. The **User Group** must bring own first aid supplies and equipment.
 - c. The **User Group's** 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 not accompanied by their parent or guardian, a signed form granting permission to seek emergency treatment is required.
 - d. The User Group must have one adult (over 21) to a maximum of 8 youth (under 18) for proper supervision.
 - e. Emergency transportation is available through local emergency response groups by dialing 911. The **User Group** agrees to furnish non-emergency medical transportation. All 911 calls must be reported to the Managing Director immediately.
 - f. The **User Group** will prohibit smoking except in designated places and shall warn all persons of the hazards of indiscriminate smoking at the Facility. Open fires may be built only in the designated campfire areas. It is understood that both Mensch Mill and the **User Group** must comply with all lawful orders of appropriate fire control officials.
 - g. Mensch Mill prohibits the possession and use of alcohol on the premises. Mensch Mill also prohibits the abuse of drugs (prescription and/or non prescription) on the premises. When necessary, prescription drugs must be handled and administered by certified health-care personnel when not handled by adults to whom the prescription is written.
 - h. Mensch Mill does not take responsibility for the use or condition of personal sports equipment brought on the premises or the well being of members of the user group using said equipment. Weapons and personal pets are also prohibited. **User Groups** are solely responsible for the safe use and condition of personal vehicles brought to the site.
 - i. The use of vehicles at the Facility is restricted to roads and parking areas designated by the Managing Director. Posted speed limits shall be obeyed.
 - j. Once at the Facility, the **User Group** is required to participate in a brief orientation to Mensch Mill's safety regulations and emergency procedures, led by the Managing Director or designee.
7. **Use Fees and Costs**
 - a. **Guaranteed Minimum Building Fee** – The Guaranteed Minimum Building Fee is based upon the number of buildings contracted by the **User Group**. The **User Group** is responsible for all contracted facility charges not cancelled 90 days prior to arrival.
 - b. **Additional Use Fees** – If more persons use the Facility than the **User Group** guaranteed, the **User Group** shall pay to Mensch Mill an additional fee. This fee will be represented by additional meal charges and other fees where applicable.
 - c. **Breakage and Damage** – The **User Group** agrees to pay Mensch Mill the amount reasonably necessary to repair or replace property or equipment damaged, defaced, or destroyed during the **User Group's** use.
 - d. **Payment Terms** – The **User Group** agrees to deliver payment in full to a representative of Mensch Mill upon the **User Group's** arrival to the Facility. Exceptions must be approved by Mensch Mill prior to arrival.
8. **Liability for Injury to Persons or Property**
 - a. The **User Group** agrees to supervise and to assume full control and responsibility for any persons, entities or things other than Mensch Mill personnel or property who/which are, for any reason, on the Facility by reason of the **User Group's** program or use of the Facility.
 - b. The **User Group** agrees to defend, indemnify and hold harmless Mensch Mill and its past, present and future members, directors, officers, employees, agents, and independent contractors and their successors, assigns and heirs from and against any harm and/or claim made by any third party arising and out of in any way connected with the **User Group's** actions and/or failure(s) to act in respect of its use of the Facility.
 - c. For the purpose of this section, "any person" includes, but is not limited to, User Group's agents and employees, participants in the **User Group's** program and visitors.
9. **Miscellaneous**
 - a. The **User Group** warrants that the person signing the Agreement has the authority to execute the Agreement on its behalf.
 - b. This Agreement may be altered or amended only by written agreement of both parties.
 - c. Mensch Mill reserves the right to require that the User group remove from the Facility any persons in, or in any way connected with, **User Group's** group who, in the sole opinion of Mensch Mill, are creating a disturbance or who are otherwise disrupting activities on said Facility. The **User Group** agrees to permit only authorized persons to enter the Facility and shall take all necessary steps to remove unauthorized persons from said Facility.
 - d. The **User Group** agrees that the total number of participants on the premises will not exceed the Facility Building Maximum capacity at any time.
10. **Termination**
 - a. Failure to comply with the terms of this agreement may result in the termination of this agreement.
 - b. Mensch Mill may terminate this Agreement without any liability upon ten (10) days prior written notice to the **User Group** either 1) without cause or 2) upon a determination by Mensch Mill, in its sole and exclusive judgement, that the requirements of the State Fire Marshal, the Department of Public Health and Safety or any statute, rule or regulation of any federal, state, or local body, imposes undue requirements or hardship on Mensch Mill.
 - c. In the event of cancellation by the **User Group**, the **User Group** will be released from payment of the Guaranteed Minimum Fee provided Mensch Mill receives written notice of the termination no later than 90 days prior to the event or Mensch Mill re-contracts the same facilities for the same period of time at the same fee. Mensch Mill agrees to use its best efforts to re-contract the Facility in this event.
11. Please sign attached sheet indicating agreed upon dates, times, costs, and services Mensch Mill will provide with a 25% deposit, and return it to the office of Mensch Mill within 14 days.