

USE POLICY-Frassati House

TERMS AND CONDITIONS

Rules for acceptance and participation in open programs at FR. BERNARD YOUTH CENTER (FBYC) are the same for everyone without regard to age, race, color, religion, sex, disability, or national origin.

1. Description of Premises: FBYC agrees to permit Licensee to use the Frassati House identified in the agreement as "Facility" according to the following terms and conditions. The Agreement includes the use of all rooms and improvements to the Facility, except those which FBYC expressly excludes by so notifying the Licensee's representative upon his/her arrival at the Facility, or as stated on the Contract for Use.

2. Food Service: Since Licensee prepares its own food, Licensee assumes all responsibility for any foods prepared and for all activities incident to their preparations, and shall hold FBYC and the facility owner harmless from any and all liability therein.

3. Use of Premises

(a) During the term of this agreement, Licensee shall use the Facility for conducting a program of its own design and shall comply with all applicable laws, codes, and regulations. Licensee shall notify FBYC of the nature of its program and shall promptly supply FBYC with information concerning the program upon request by FBYC. FBYC prohibits fireworks, firearms, ammunition, explosives, ALL tobacco products and the use of drugs at the Facility.

(b) Maximum capacity of the Facility is 16 persons

(c) Licensee may at no time sublet the Facility to another group.

(d) Unless special prior arrangements have been made, the Licensee does not have access to use any of FBYC's main center and dorm rooms including the chapel and outside areas of the main building.

4. Utilities: FBYC shall provide water, electricity and reasonable garbage disposal/recycling without charge to the Licensee. FBYC encourages responsible care for the environment by avoiding the use of disposable plates /utensils whenever possible.

5. Maintenance: FBYC shall provide janitorial materials to the premises and buildings. FBYC shall provide beds, mattresses, kitchen utensils, dishes and other equipment necessary for the operation of the Facility. Licensee will assist in keeping the Facility clean, and upon checkout shall leave the Facility in the same state as upon check-in. At no time shall screens be removed from windows of the Facility. Damaged screens will be charged against the refundable deposit or added to the final bill as appropriate and necessary. Screens cost FBYC \$10 per reinstallation and \$50 if missing or damaged. Any such charges will be passed on to licensee as described.

6. Health and Safety

(a) FBYC does not provide medical supervision, treatment, maintenance, or dispensing of medication for retreatants. These responsibilities belong to the Licensee.

(b) Licensee agrees to furnish adult supervisors in accordance to the rules for retreats set forth by the Archdiocese of Portland in Oregon which is one mentor/supervisor (age 21 and over) to every six youth (ages 18 and under) for all overnight events and one mentor/supervisor (age 21 and over) to every ten youth (ages 18 and under) for all day events.

(c) Emergency transportation is available through local response groups by dialing 911. Licensee agrees to furnish non-emergency transportation. Licensee must bring own first aid supplies and equipment. Licensee must report all and every accident, emergency and/or injury within their group while at the center to the FBYC duty staff person as soon as possible after the said event/occurrence happens.

(d) Smoking is prohibited in all areas of the Facility and grounds. Open fires may only be built in the fire pit area. It is understood that both FBYC and the Licensee must comply with all lawful orders of appropriate fire control officials.

(e) Use of vehicles at the Facility is restricted to roads and parking areas as designated by the site manager. Ten miles per hour is the maximum speed allowed at FBYC.

(f) Crosswalks must be used at all times, day or night, when crossing the Old Mt. Angel Highway. The City of Mt. Angel recommends use of the south crosswalk in order to minimize risks to pedestrians associated with vehicles entering Mt. Angel on the Old Mt. Angel Highway traveling at highway speeds. Extreme caution should be used at all times when crossing the Old Mt. Angel Highway.

7. Use Fees and Costs

(a) **Deposits:** Weekend and Weekday bookings will require half of the projected total deposit to be collected in advance to secure the dates of use of the Facility. An additional \$100 refundable cleaning deposit will also be collected. Deposits

are accepted on a first-come, first served basis. Deposits may be paid online at www.fbyc.info or by mail to Fr. Bernard Youth Center, PO Box 790, Mt. Angel OR 97362

(b) **Tentative Hold:** If desired, when a date is uncertain a tentative hold may be made. A tentative hold will serve as a right of first refusal opportunity should another person or entity inquire about the same date(s) that are on tentative hold, but not securely booked. FBYC requires a written response (e-mail, fax, etc.) within two working days once an inquiry has been received and you have been notified that another party is interested in your tentative hold date(s). If the tentative hold date is to be secured by the applicant who placed the tentative hold, the full deposit is due immediately at that time. Full deposits are requested upon receipt of the contract and must be paid in full not less than 90 days in advance of any tentatively held date. Bookings are only secured by payment of the deposit.

(c) **Changing/Moving a Booking:** Applicant may, limited to one time, elect to move their secured reservation to another date provided it is at least 90 days in advance of the original tentatively held date and the new booking must be calendared within an 18-month period of the original booking and subject to availability.

(d) **Weekend/Overnight/Meal Fees:** Fees are charged for each individual using the facility including chaperones, leaders and retreatants in attendance. Weekday rentals may be exempt from individual day use fees; however, any meal or lodging fee still applies individually per user. A weekend day use fee is charged for two full days regardless of whether you stay one or two nights during any given weekend.

- For a 2 night stay the fee is charged at 2 times for a half day and one full day
- On a weekend one night stay it is charged at two full days.
- For a day retreat on a weekend you will be charge the same as if you stayed over night
- For an extended stay or late check out where it will be 2 times a half day, 1 full day, plus the extended stay fee of \$249.00.

(e) **Breakage, Damage, or Loss:** Licensee agrees to pay FBYC the amount reasonably necessary to repair or replace property or equipment damaged, missing or destroyed due to Licensee's use.

(f) **Payment Terms:** Payment is due immediately upon receipt of a fee Invoice. FBYC prefers to use e-mail to deliver invoices; other means such as fax or U.S. mail must be requested in advance by Licensee. Licensee agrees to pay interest on any unpaid approved credit balance. All fees not paid within two weeks will be charged 5% of amount due on the 15th day. 5% of total will be added to the bill every 15 days until FBYC receives payment. Licensee agrees to pay reasonable costs of collection, including attorney fees.

(g) **Cleaning Deposit:** A \$100.00 refundable cleaning deposit is required for use of the Facility. If the Facility is not found to be in an acceptable clean condition after Licensee's departure, the deposit will not be refunded. Any refunded amount may be applied to total cost due or the cost of any future event.

(h) If a Licensee books only one night, they will be charged two full day use fees instead of two half days or one half and one full.

8. Insurance; Liability for Injury to Persons or Property

(a) Licensee agrees to supervise and to assume full control and responsibility for any persons, entities or things other than FBYC personnel or property who/which are, for any reason, on the facility by reason of the Licensee's program or use of the Facility.

(b) Licensee agrees to defend, indemnify and hold harmless FBYC and its past, present and future members, directors, officers, employees, agents and independent contractors and its and their successors, assigns and heirs, and FBYC's property, from and against and/or claim made by any third party arising out of any way connected with Licensee's actions and/or failures to act in respect of its use of the Facility, unless the claim by any third party arises out of negligence of FBYC. In the event of any litigation or proceeding brought against Licensee and arising out of or in any way connected with any of the above events or claims, against which Licensee agrees to defend FBYC, Licensee shall, upon notice from FBYC, vigorously resist and defend such actions or proceedings through legal counsel satisfactory to FBYC.

(c) Licensee agrees at all times during the term hereof, at its own expense, to maintain, keep in effect, furnish and deliver to the FBYC liability insurance policies in form and with an insurer satisfactory to the FBYC, insuring both Licensee and FBYC against all liability for damages to person or property in or about the Facility. The amount of said liability insurance shall not be less than \$1,000,000.00 for injuries or property damage arising out of any one accident. Said policy or binder shall provide that such insurance will not be cancelled or diminished without notice to FBYC. FBYC shall be named as an additional insured on any such policy.

(d) For the purpose of this section, "any person" includes, but is not limited to, Licensee's agents and employees, participants in Licensee's program, and Licensee's visitors.

9. Miscellaneous

(a) Licensee warrants that the person signing the agreement has the authority to execute the Agreement on its behalf.

(b) FBYC reserves the right to require that Licensee remove from the Facility any persons in, or in any way connected with, Licensee's group who, in the sole opinion of FBYC, are creating a disturbance or who otherwise disrupt activities on the Facility. Licensee agrees to permit only authorized persons to enter the Facility and shall take all necessary steps to remove unauthorized persons.

(c) Licensee agrees that the total number of participants on the premises will not exceed the Facility or building maximum capacity at any time. *(For capacity numbers see policy number 3-b)*

10. Termination

(a) FBYC may terminate this Agreement without any liability upon ten (10) days prior written notice to Licensee either (1) without cause or (2) upon determination by FBYC in its sole and exclusive judgment that the requirements of the state fire marshal, the Oregon 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 FBYC.

(b) In the event of cancellation by Licensee, Licensee will forfeit any deposit made UNLESS FBYC re-licenses the facilities for the cancelled dates, at which time FBYC may electively return the prior deposit. Deposits are otherwise non-refundable. FBYC agrees to use its best effort to re-license the Facility.

11. Lost & Found: Personal property left at FBYC will become FBYC property if not claimed within 30 days of the departure date of the event. Any cost to return claimed lost and found property will be the sole responsibility of Licensee.

12. Lost Keys: As a safety precaution to future users of the Facility, it is FBYC's policy to rekey the entire Facility if all keys issued to Licensee are not returned within 24 hours of checking out. If all keys are not returned after 24 hours, Licensee will be charged \$200:00. This fee will be added to the Licensee's final invoice.

13. Attorney Fees: In the event of any legal action arising out of Licensee's use of the Facilities, the non-prevailing party shall pay the prevailing party reasonable attorney fees and costs.

Revised January, 2017