



SITE USE AGREEMENT (External)

This Site Use Agreement ("Agreement") is made as of 3/27/2015 4:02:47 PM by and between Girl Scouts of Greater Chicago and Northwest Indiana, Inc. ("GSGCNWI") and Membership - GSGCNWI ("Renter"). By signing below, GSGCNWI and Renter agree to the terms as follows:

1. Renter will have the limited and nonexclusive right to use the certain GSGCNWI property ("Property") as set forth in the attached Reservation Sheet for a certain Renter activity and for no other purpose.
2. Renter will pay GSGCNWI all expenses related to Renter's use of the Property, including the charges set forth in the Reservation Sheet.
3. Before GSGCNWI will reserve the Property for Renter, it must receive a 50% deposit of the Reservation Fee along with the signed Agreement. GSGCNWI will not reserve the Property unless the deposit and signed Agreement are returned to GSGCNWI within a reasonable time as determined by GSGCNWI. Modifications to the reservation after the signed agreement and deposit have been received will be at the sole discretion of GSGCNWI.
4. **The deposit paid by Renter as required by Section 3 of this Agreement is nonrefundable.** Provided that however, should Renter need to reschedule the Renter activity, GSGCNWI may at its sole discretion apply the deposit paid by Renter to charges due and owing for a new reservation.
5. Fifteen (15) days prior to the reservation date, Renter must pay the remaining 50% of the Reservation Fee to GSGCNWI. A credit card must be provided with final payment to be used in the event of minor damages.
6. Renter further agrees, represents, and warrants as follows:
 - a. An authorized Renter representative will be present on the Property at all times and will provide all necessary supervision to prevent any and all personal injury and loss or damage to property. Should an emergency require the Renter representative to leave the Property, Renter will designate a back-up Renter representative to be present on the Property at all times to provide the required supervision..
 - b. Renter will immediately contact by telephone, the GSGCNWI Representative designated during the Renter's check-in process to report any injury to person, to designate a back-up Renter representative, or damage to property occurring while on the Property. Within 24 hours of any injury to person or damage to property, Renter will submit a completed Accident/Incident Report form provided by GSGCNWI to the designated GSGCNWI Representative..
 - c. Renter is responsible for making certain an individual certified in first aid and CPR is present on the Property at all times during the duration of the Renter activity to administer the necessary medical treatment to activity participants, including child CPR. Renter will provide GSGCNWI with a copy of such individual's first aid and CPR certification no later than fifteen (15) days prior to the scheduled Renter activity. RENTER WILL NOT BE PERMITTED TO USE THE PROPERTY UNLESS AN INDIVIDUAL CERTIFIED IN FIRST AID AND CPR IS ON THE PROPERTY AT ALL TIMES DURING THE RENTER ACTIVITY.
 - d. Before the Renter activity, Renter will obtain executed parental consent forms as applicable.
 - e. In the event of a medical emergency, Renter will contact emergency medical services (911) to respond to the medical emergency.
 - f. Renter will make certain that a vehicle other than a bus is available at the Property to transport an activity participant who needs medical treatment. Additionally, Renter will make certain that the owner and driver of such vehicle maintains general liability, collision, and comprehensive automobile insurance covering, without limitation, (i) injuries, death, and property damage resulting from an accident, and (ii) collisions.
 - g. At the time of reservation, Renter will notify GSGCNWI's Property Registrar of any special accommodations the Renter or its activity participants require while using the Property.
 - h. The number of expected guests will not exceed the reservation nor the posted occupancy capacity of each Property.
 - i. Upon arrival on the Property, Renter will provide the designated GSGCNWI Representative with the most current participation roster.
7. Renter will communicate all rules and guidelines posted on the Property to each activity participant. Renter and all activity participants must follow the rules and guidelines at all times while on the Property.
8. Renter will properly assign lodging to each activity participant as reasonably appropriate.
9. Activity participants and any other person providing services or support to the Renter during the Renter activity will comply with all applicable laws, rules and regulations.
10. No activity participant will possess any alcoholic beverages, illegal drugs, tobacco products, weapons (including firearms), fireworks, explosives, animals, or any item which may present a risk to person or property while on the Property (collectively "Prohibited Items"). Notwithstanding the foregoing, a service animal will be permitted on the Property as required to aid an activity participant with a disability. Prior to the Renter's activity, Renter must notify the GSGCNWI's Property Registrar of any necessary service animal.
11. No Renter/activity participant shall bring an ATV, dirt bike or non-licensed recreation vehicle on the Property.
12. Unless program leadership is being provided by GSGCNWI as part of this Agreement, Renter will plan the camping experience and provide all the Renter program activities.
13. Renter waives all claims against GSGCNWI and its officers, directors, members, agents and employees for injury to persons, damage to property or to any other interest of Renter sustained by Renter or any person claiming through Renter resulting from any occurrence in or upon the Property. Without limiting the generality of the foregoing, GSGCNWI shall have no liability for closing the Property or access thereto upon discovery of Prohibited Items or where otherwise appropriate.
14. Renter shall indemnify, defend and hold harmless GSGCNWI and its officers, directors, members, agents and employees, from any and all claims, disputes, costs, expenses, and liabilities, including reasonable attorney's fees and costs of defense, arising from or in any way related to any negligence or misconduct by Renter or any activity participant while using this Property, or any breach of this Agreement by Renter. This Section 14 shall survive the expiration or termination of this Agreement.
15. Prior to the reservation date, Renter shall provide GSGCNWI with a certificate of comprehensive general liability insurance including contractual liability for bodily injury and property damage in an amount no less than \$2,000,000 per occurrence and name GSGCNWI as an additional insured. If the Renter employs staff or intends to use vehicles on the Property, Workers' Compensation and Comprehensive automobile insurance must be provided for owned, non-owned, and hired cars with minimum limits of \$1,000,000 per occurrence for bodily injury and property damage, and name GSGCNWI as an additional insured.
16. In case of injury to Renter or its activity participants, GSGCNWI's insurance provider is not to be pursued for payment of any claim until both the Renter's or activity participant's insurance carriers have refused coverage. GSGCNWI's insurance is coverage of last resort and begins after the Renter's and activity participant's

insurance coverage is exhausted.

17. Before departure, Renter will make certain the reserved area is clean, leaving it in good condition, ready for use by the next guest.

18. In addition to any other remedies available to GSGCNWI at law or equity for damage caused by Renter or its activity participants, Renter shall pay GSGCNWI a \$200.00 fine for any damage caused by Renter which Renter does not immediately report to GSGCNWI's Camp Representative. If the Renter causes any property damage or fails to clean the Property adequately after its use, then Renter shall pay for the costs of any repairs and housecleaning services that GSGCNWI in its sole discretions determines necessary to restore the Property to its pre-rental condition.

19. All communication to the respective parties and notices to be provided hereunder shall be in writing by mail and directed as follows:

To Renter:

To GSGCNWI:

Girl Scouts of Greater Chicago and Northwest Indiana
Property Registrar
20 S. Clark, Suite 200
Chicago, IL 60603

20. This Agreement shall be in full force and effect as of the date first written above and shall automatically terminate at the end of the reservation. Renter may terminate this Agreement at any time, with or without reason, upon fifteen (15) days written notice GSGCNWI. GSGCNWI may immediately terminate this Agreement at any time, with or without reason, and with or without notice to Renter.

21. Renter cannot assign or transfer its rights, or delegate its performance, under this Agreement without the prior written consent of GSGCNWI.

22. This Agreement may be amended only in writing, executed by Renter and GSGCNWI.

23. No delay or omission by GSGCNWI in exercising any right under this Agreement shall operate as a waiver of that or any other right. Any waiver or consent given by GSGCNWI on any one occasion to Renter shall be effective only in that instance and shall not be construed as a waiver of any other obligation of Renter.

24. If any provision of this Agreement is found invalid, illegal, or otherwise unenforceable by a Court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall in no way be affected and shall remain in full force and effect.

25. This Agreement incorporates the Reservation Sheet. This Agreement contains the entire agreement and understanding of GSGCNWI and Renter and supersedes all prior agreements and understandings regarding the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Date:

By:

Signature and Title

GIRL SCOUTS OF GREATER CHICAGO AND NORTHWEST INDIANA, INC. <Council Use Only>

Date:

By:

Council Signature and Title