

HUS ENCAMPMENT USE AGREEMENT

NOTICE: Hus Encampment is a smoke-free, drug/alcohol-free, firearms-free and pet-free facility.

WELCOME to the Hus Encampment. This agreement has been prepared to make the use of the camp by your group more enjoyable and to ensure that the facilities are cared for in accordance with the directives of the Hus Encampment Board of Trustees. Your group will be given full access to the building(s) specified in this Use Agreement and can also enjoy the campus grounds including the pond and outdoor chapel. Any questions regarding this contract, scheduling or cancellation should be addressed to the General Manager.

Hus Encampment General Manager

Jordan Barbisch
281-770-0463
info@huscamp.org

The primary points of contact for the Hus Encampment will be the General Manager and the Facilities Manager. They will make certain the areas needed for use during your event are unlocked and clean, that equipment is in working order, that rest rooms are stocked with necessary supplies, and that necessary utilities are turned on. One of them, or their designee, will be available during your event to address emergencies or other unplanned needs that may arise.

Facilities Manager

John Eilers
832-407-2414
john.a.eilers@hotmail.com

Identification and Responsibilities of Group Using the Hus Encampment

I. Group Information

Name of Group: _____ Number of Individuals Attending: _____

Name of Authorized Representative of the Group: _____ Cell Phone #: _____

Name of Person in Charge of Event (if different): _____ Cell Phone #: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____ Email: _____

Event Name: _____ Date of Event: _____

II. Authorized representative of the Group shall:

- A.** Sign this agreement and return it to the Board President with a Security Deposit amounting to 25% of the Building Rental Fees (excluding cleaning deposits) computed in Attachment A. The signed agreement and Security Deposit must be submitted to secure the requested dates.
- B.** Receive orientation for use of the facility by the Facilities Manager.

- C. Make all group participants aware of usage permissions and restrictions. A listing of the restrictions and necessary usage permissions is shown on Attachment B.
- D. Make all group participants aware that the Hus Encampment is NOT a FULL-SERVICE facility. All buildings and the grounds should be left in a clean and orderly fashion. In addition, because the Hus Encampment is NOT a FULL-SERVICE facility, items such as pillows, bed linens, towels, and janitorial services are NOT PROVIDED. Each group must supply these items as necessary.
- E. Contact the Facilities Manager if any questions/problems arise or for any breakage. If breakage is determined by the Hus Board to have been avoidable, the group will be required to pay damages.

III. Building Rental Fees

Building Rental Fees for an event will be calculated using the Building Rental Fee Worksheet on Attachment A which is based on the number of buildings and length of time used. Groups will be expected to make full payment of fees and cleaning deposits 60 days prior to their event. Fees and deposits can be refunded in full if the event is canceled 30 days prior to the scheduled date.

IV. Kitchen Staffing

The Hus Encampment does not provide kitchen managers or cooks for outside groups or events. Each event must make its own arrangements for food preparation or catering. The Facilities Manager can provide names of caterers and cooks that have previously provided those services at the Hus Encampment in the past.

V. Outdoor Facilities

- A. Pond Area – Children under 18 years of age MUST BE ACCOMPANIED by a responsible adult for any and all visits to the pond area.
- B. Other recreational equipment – Permission must be obtained from the Facilities Manager prior to use of any recreational equipment including bikes and sports equipment. A responsible adult of the Group should be appointed to check out equipment and see that it is returned to storage overnight and before the Group leaves the facility.

VI. Cleaning Expectations during and after an Event

Cleaning Deposits will be refunded in full if the facilities are properly cleaned and left in satisfactory condition. The Facilities Manager will inspect the buildings and grounds following the event. Any expense required to return the facility to satisfactory condition will be subtracted from the deposit.

A. General Indoor Facilities

- (1) Floors in all areas will be swept or dust mopped. No wet mopping of laminated floors.
- (2) Tables and chairs should be cleaned and left in orderly arrangement after each use. Chairs should be stacked and moved adjacent to a wall at the end of the event.
- (3) All trash should be bagged and placed in the dumpster.
- (4) Turn off heating/air conditioners before leaving unless advised to do otherwise.
- (5) Turn off all lights and fans as you leave.
- (6) Close and lock all outside doors when leaving.
- (7) Return keys to the Facilities Manager with a list (if any) of problems or breakage found when conducting your final clean-up.

B. Kitchen Area

- (1) Food service paper goods should be provided by event sponsors.
- (2) Use appliances properly and clean them after their use.
- (3) Be sure stove burners/oven controls are in OFF position when you are finished using them.
- (4) Wash all dishes, pots and utensils and store in MARKED areas.
- (5) Please do not leave any items in the refrigerator or ovens. Also, do not use/borrow Encampment pots or containers to take home left-overs.
- (6) Wet towels are to be left in marked basket provided by camp.
- (7) Kitchen floor should be wet mopped, if needed.

C. Bathrooms

- (1) Before leaving, make sure all commodes/urinals are flushed.
- (2) After flushing, please make sure all commodes/urinals have stopped running and are appropriately cleaned.
- (3) Turn off all lights.

D. Dorms and Cabins

- (1) Straighten bedspreads, sweep floors, clean bathrooms, and turn off lights.

E. Outdoor Grounds

- (1) Do not drive or park on the lawns outside of designated parking areas.
- (2) Pick up all trash and other items left by attendees of the event.
- (3) Return all sports equipment, bicycles, or other Hus Encampment property in its proper storage area.

VII. INDEMNIFICATION BY GROUP AND RELEASE OF HUS ENCAMPMENT

The following indemnifications and releases of liability will apply to all activities by the Group while using the Hus Encampment after the effective date of this Agreement. In the event an indemnitee must bring legal action to enforce an indemnification, all costs and expenses (including attorneys' fees) related to that legal action shall be included as part of the indemnification.

- A. The Group shall, and hereby does, waive and release Hus Encampment, the Unity of the Brethren and its officers from any liability for any and all claims, demands, and causes of action of every kind and character (including attorneys' fees) without limit, which may ever accrue in favor of Group or Group's employees for personal injuries, disease or death or damage to property arising in connection with activities by the Group while using the Hus Encampment.
- B. The Group shall protect, defend, indemnify, and save Hus Encampment, the Unity of the Brethren and its officers harmless from and against, all claims, demands, and causes of action of every kind and character (including attorneys' fees) without limit, for personal injuries, disease or death or damage to property arising in connection with activities by the Group while using the Hus Encampment or in connection with work performed by Group's employees, EVEN THOUGH CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL FAULT OF ANY MEMBER OF THE HUS ENCAMPMENT, THE UNITY OF THE BRETHREN OR ITS OFFICERS.
- C. INDEMNITY OBLIGATION: It is the intent of parties hereto that all indemnity obligations and/or liabilities assumed by such parties under the terms of this Agreement be without limit and without regard to the cause or causes thereof, including preexisting conditions, strict liability, or the negligence of any party or parties, whether such negligence be sole, joint, contributory, or concurrent, active or passive, ordinary or gross. The indemnities, and releases and assumptions of liability extended by the parties hereto shall extend to the parties, their parent or subsidiary organizations.

VIII. Security Deposit and Rental Payment

The Group shall pay a total of _____ for Building Rental and a Cleaning Deposit of _____ to the Hus Encampment for use of its facilities identified in Attachment A. In accordance with the Hus Encampment policy, these Building Rental Fees and Cleaning Deposits must be paid in full 60 days before an event. Fees and deposits will be refunded if the event is cancelled 30 days prior to the scheduled date.

Accompanying this agreement is a check made out to the Hus Encampment for 25% of the Building Rental Fee (excluding Cleaning Deposits) or _____ to reserve the Hus Encampment for the event and dates (shown herein). This amount will be applied to the Total Rental when it becomes due.

IX. Authorization

We, the undersigned, agree to the terms and responsibilities described herein and on the accompanying attachments. The effective date of this contract shall be the latest date of either party's signature below.

Group Name: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

Hus Encampment

Authorized Representative: Jordan Barbisch

Title: General Manager

Signature: _____

Date: _____

ATTACHMENT A

BUILDING RENTAL FEE WORKSHEET

Event Name: _____

Event Date: _____ **Est. # of Attendees:** _____

Is this a youth related event (college and under)? _____ **(for up to 50% off discount)**

Weekend Rentals Friday thru Sunday				Non-Weekend Rentals for Single or Multiple Days Number of Rental Days: _____			
Facility	Rate	Cleaning Deposit	Facility Fee	Facility	Rate	Cleaning Deposit	Facility Fee
All buildings & grounds	\$4,000	\$1,500		All buildings & grounds	\$2,500	\$1,500	
Girls Dorm	\$1,500	\$400		Girls Dorm	\$1,000	\$400	
Boys Dorm	\$500	\$400		Boys Dorm	\$500	\$400	
Classroom	\$500	\$300		Classroom	\$500	\$300	
Kitchen only	\$600	\$200		Kitchen only	\$300	\$200	
Main Hall & Kitchen	\$1,500	\$400		Main Hall & Kitchen	\$750	\$400	
Main Hall only	\$1,000	\$200		Main Hall only	\$500	\$200	
Staff Cabin (Nurse)	\$300	\$125		Staff Cabin (Nurse)	\$200	\$125	
Staff Cabin (Director)	\$300	\$125		Staff Cabin (Director)	\$200	\$125	
Family Cabin	\$300	\$125		Family Cabin	\$200	\$125	
Girls Annex only	\$200	\$75		Girls Annex only	\$125	\$75	
Grounds Only	\$200	\$125		Grounds Only	\$100	\$125	

For small groups, dormitories may be rented based on the number of occupants. The fee calculation assumes a minimum of 8 occupants in the selected dormitory.

Estimated occupants in Girls Dorm:			(8 min)
Estimated occupants in Boys Dorm:			(8 min)
Building	Rate	Cleaning Deposit	Facility Fee
Girls Dormitory	\$100	\$250	
Boys Dormitory	\$100	\$250	

Total Rental Fee & Deposit: _____

Estimated occupants in Girls Dorm:			(8 min)
Estimated occupants in Boys Dorm:			(8 min)
Building	Rate	Cleaning Deposit	Facility Fee
Girls Dormitory	\$50	\$250	
Boys Dormitory	\$50	\$250	

Total Rental Fee & Deposit: _____

ATTACHMENT B

HUS ENCAMPMENT USE RESTRICTIONS

The Hus Encampment is a treasured asset of the Unity of the Brethren in Texas and the Board of Trustees wants all visitors to the facility to enjoy the buildings and grounds during their stay at the campus. To help achieve this, the Board has implemented the following restrictions to all groups using the facilities in order to maintain a safe, clean and attractive environment for current and future visitors. *These restrictions are part of this Hus Encampment Use Agreement.* Intentional violation of these restrictions will result in the forfeiture of any deposits being held by the Hus Encampment and the loss of any future use of the facilities by the group.

1. All illegal, non-prescription drugs are prohibited on the campus including marijuana and other products containing THC. Prescription drugs may only be kept and administered by medical staff or the adult for whom the drugs are prescribed. Prescription drugs for children may only be kept and administered by medical staff or by the parent of the child for whom the drugs are prescribed.
2. Smoking, vaping, and the use of all tobacco products are prohibited anywhere on the campus. This includes cigarettes, cigars, vaping (all types), chewing tobacco, dipping snuff, and other similar products.
3. The serving or consumption of all alcohol products is prohibited except when used as part of Holy Communion during religious ceremonies.
4. Firearms are prohibited on the campus except by law enforcement officers and individuals who are licensed by the State of Texas and pre-approved by the Board President to carry concealed weapons for the protection of campus visitors.
5. Pets of all kinds are prohibited on the campus.
6. Swimming is not allowed in the pond.
7. Small fire pits may be used around the pond and the Outdoor Chapel but are prohibited elsewhere on the campus. All fires must be supervised by an adult during the entire time the fires are burned. The supervising adult must have a means of extinguishing the fire nearby in the event of emergencies. Acceptable means include fire extinguishers, water hoses and water buckets.
8. Fireworks are only permitted with prior approval by the Board President. Fireworks must only be handled by adults in designated areas.
9. The Hus Encampment does not have appropriate utility connections for recreational vehicles or campers, so their use on the campus is generally discouraged. Their use may be considered under special circumstances through consultation with the Board President.