

PINE TREE SOCIETY
FACILITIES USE AGREEMENT

1. **Parties**

The parties to this Agreement are **The Pine Tree Society for Handicapped Children and Adults, Inc.** with offices located in Bath, Maine, hereinafter called “the Society” and _____, hereinafter called “Guest.”

- Number of anticipated guests: _____

2. **Properties and Use of Premises**

The Society hereby allows Guest to use the following areas for the term of this Agreement:

Guest shall have the use of sufficient parking space to accommodate _____ vehicles at locations to be designated by the Society.

Guest will use the property for the following described purposes only:

No articles or substance will be kept on the premises, nor any activity or occupation conducted, which is illegal, noisy or dangerous.

The following areas shall not be used:

3. **Term**

The term of this Agreement will be for _____, beginning on _____ and ending on _____.

- Anticipated time of arrival: _____
- Anticipated time of departure: _____

Guest is specifically liable for all fees due and payable during this term. Early termination by Guest will not relieve it of this obligation to pay all fees hereunder.

4. **Fees**

The fees for the use of the Society’s property in accordance with the terms of this Agreement shall be \$ _____ due and payable to the Society upon the execution and return of this Agreement by Guest.

The following services shall be provided to Guest for which the following additional fee(s) shall be due:

5. Guest's Duties to Maintain Premises

Guest agrees to keep and return the premises to the Society in a clean and sanitary condition. Upon termination of this Agreement, Guest shall vacate the premises, remove all personal belongings and leave the premises as clean as it was found (normal wear and tear accepted). Any personal property remaining on the premises 24 hours after Guest vacates will be deemed to be abandoned by the Society and will be disposed of according to Maine law.

In the event it is necessary for the Society to perform labor and supply materials for cleaning to bring the property back to the condition it was in prior to the dates defined within this Agreement, Guest shall be charged at the rate of \$75 per hour for labor and materials for such cleaning.

If damage to the premises (other than normal wear and tear) is caused by acts of neglect of Guest or others visiting or occupying the premises under its control, then Guest shall be liable to the Society for all reasonable expenses incurred by the Society in repairing such damage.

Payment for cleaning and/or repair of damages including the cost of disposing Guest's items shall be paid by Guest within thirty (30) days of the Society's written demand therefore.

6. Indemnifications and Insurance

Guest agrees to defend, indemnify and hold the Society harmless from any loss, damage, claim demand, suits, judgments or liabilities which the Society may incur and any costs or expenses to which the Society may be put, arising from any injury or resulting from the use of the property or common areas by Guest, its guests or invitees, unless such loss or damage was occasioned by the negligence of the Society or its agents.

Guest further agrees to purchase and maintain liability insurance in the form and in an amount satisfactory to the Society based upon the intended use of the premises. The Society's approval of Guest's insurance coverage is a specific condition of this Agreement. A copy of Guest's insurance coverage and the Society's approval shall be attached to and made a part of this Agreement as Exhibit A.

7. Legal Proceedings

The Society shall be entitled to recover reasonable attorney's fees and court costs from Guest in the event a successful lawsuit is brought to enforce any provision of this Agreement.

8. **Breach**

Any violation of the provisions of this Agreement by Guest shall be deemed to be a breach of the Agreement upon which this Agreement shall be immediately terminated, with any remaining term to be forfeited by Guest.

9. **Special Terms and Conditions of Agreement**

Guest agrees to comply with any specific additional terms and conditions set forth in Exhibit B, a breach of which shall constitute a breach of this Agreement. Guest agrees to comply with all provisions set forth in attached rules and regulations.

WHEREFORE, we the undersigned do hereby execute and agree to this Agreement:

Pine Tree Society for Handicapped
Children and Adults, Inc.

Guest: _____

By: _____

By: _____

Date: _____

Date: _____

Contact Information:

Contact person: _____

Address: _____

Phone number: _____

E-mail: _____

EXHIBIT B

Special Terms and Conditions of Lease Agreement
Between

Pine Tree Society
and

1. The possession and use of alcohol and illegal drugs is prohibited.
2. Parents/caregivers are responsible for assuring that minors are safe and behave appropriately and in conformance with Pine Tree Camp rules at all times.
3. Pets are allowed at Pine Tree Camp with permission of the Director of Facilities Managements. Such permission is a privilege that may be revoked at any time. The following rules apply:
 - a. Pets must be under control of their owners and may not interfere with guests or staff
 - b. Dogs must be leashed at all times
 - c. Owners are responsible for disposing of pet poop in appropriate containers and never on camp grounds.
 - d. Pets are not permitted in any camp buildings.
4. Pine Tree Society recognizes the adverse health effects of tobacco and encourages all campers, staff and guests to refrain from use of all tobacco products. In accordance with that view and in recognition of the potential fire hazards associated with smoking, the use of tobacco products of any kind is prohibited.