

WAKE COUNTY

Facilities Use Agreement

Please fill out in duplicate. Sign and return both copies to the address below. We will return one copy to you as confirmation of the dates. A deposit of 50% is required with any rental (non-refundable). 4-H reserves the right to utilize facilities to its fullest potential to maximize usage.

or

N.C. 4-H CAMPING
NC State University
208 Ricks Hall
Box 7606
Raleigh NC 27695-7606
919/515-3244

1. Name of Group: _____
 Person in Charge (attending with group): _____
 Address: _____ Phone: _____
 City: _____ State: _____ Zip: _____
2. Purpose of Event: _____
3. Choice of Dates: 1st _____ 2nd _____
4. Time Arriving: _____ Departing: _____
5. EXPECTED ATTENDANCE: Men & Boys _____ Women & Girls _____

Please be conservative in your estimate. If there is a decrease in the expected attendance, the Resident Manager must be notified at least 3 days before arrival or the group is obligated to pay 50% of the difference from the total number indicated above, plus the full amount for those who attend.

6. Meals desired:

DATE	# breakfasts	# lunches	# dinners
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

7. For the meals requested above:
 Do you plan to cook your own? _____

Do you want camp to provide cook and foodstuffs? _____

Please check below for any other needs you have:

Use of dining hall _____

Use of kitchen: (a) to cook in _____ (b) to use cooler only _____

Please contact the Center director at _____, to ask about other arrangements for your group.

8. Sleeping facilities desired:

_____ Number of cabins requested _____ Staff house

(Maximum overnight capacity is 150 youth)

Cabins are assigned according to numbers in your group. We have a total of 14 cabins with a capacity of 12 youth each. Please check with the Center director or resident manager upon your arrival to see which cabins are yours. During the non-summer months the staff house can accommodate 14 additional persons.

Please note: linens and pillows are not furnished by the Center.

9. Aquatic facilities desired:

___ Swimming Pool (June-August) Times needed _____ Date _____

___ Canoes (April-October) Times needed _____ Date _____

NOTE: TWO CERTIFIED LIFEGUARDS MUST BE PROVIDED BY THE GROUP AND BE PRESENT DURING ALL AQUATIC ACTIVITIES OF THE GROUP (Center staff may be hired by the Group to lifeguard, if available.)

10. All rates are subject to change with 60 days notice to group applicants. 4-H Camping will determine the rates for your group and return a copy for your approval.

Your Costs

1. FACILITIES -	
Ropes course (without instructor)	\$ 50.00/day
Ropes course (with instructor)	\$ 10.00/hour
Dining Hall (without meal)	\$ 75.00/day
Pool (Lifeguard must be present)	\$ 75.00/day
Kitchen-for preparation of meals	\$150.00/day
Recreation Hall	\$ 50.00/day
Canoes and Paddle Boats	(to be determined)
Stable for horses per horse	\$ 5.00/day

Shaving's for horses (to be determined)
Range \$50.00/day

2. STAFF - Groups requiring Center staff during an off-work day (if they are available) will be expected to pay \$10 per hour (instructors and lifeguards for pool, etc.) Please contact the resident manager immediately if staff is needed.

3. CABIN LODGING PER PERSON-

CABINS:	One night:	Two or more nights:
Non-4-H groups	\$12.00/night	\$10.00
4-H groups	\$ 5.00/night	\$ 4.00

(Lodging group minimum per day (\$75.00), per weekend (\$100.00))

4. STAFF HOUSE LODGING PER PERSON -

Non 4-H groups	\$15.00/night
4-H groups	\$10.00/night

5. MEALS PER PERSON- (served family or buffet style)

Breakfast: \$4.00	Lunch: \$5.00	Dinner: \$6.00
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6. COMPANY AND CHURCH PICNICS - price per person to be determined by the Resident Manager depending upon facilities used and numbers involved.

7. FACILITY MAINTENANCE FEE-

Day Use Only:	\$ 1.00 additional per person
Overnight:	\$ 2.50 additional per person
Weekend:	\$ 5.00 additional per person
Weekly:	\$10.00 additional per person

11. The Center is dedicated to equal opportunity, and does not condone unlawful discrimination on the basis of race, color, national origin, religion, age, sex, or disability. Disabled persons who wish to participate in Center activities may contact the Director or Resident Manager regarding reasonable accommodations.

12. I acknowledge that my use of the Center and its facilities and services involves potential risks, including the possibility of injury, death, or property loss due to negligence or other causes. Aquatic activities in particular are inherently dangerous. As part of the consideration for being allowed by NC State and the Center to use the Center facilities and services, and as an authorized representative and agent of the Group and all its members, I agree that the Group as well as me personally shall assume legal responsibility for all acts and omissions of, and risks to, members, agents, and guests of the Group.

13. I agree to indemnify and hold harmless the 4-H Youth Development program, 4-H employees and agents and NC State, its trustees, officers, employees, and agents from any and all negligence, claims, damages, and liability arising from or related to activities of the Group

and its members, agents, and guests while they are at the Center. I am an authorized representative of the Group. I hereby accept the terms of this Facilities Use Agreement, including the Center Regulations (Attachment A), the Cleaning Agreement (Attachment B), and the Liability Release and Indemnification, on behalf of the Group.

14. The State or NC State auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with North Carolina General Statute §147-64.7 and Session Law 2010-194, Section 21.

15. If NC State provides the Group with personal identifiers as listed in N.C.G.S. §132-1.10 and in N.C.G.S. §14-113.20(b) or any other legally confidential information, Group hereby certifies that collection of this information from NC State is necessary for the performance of Group's duties and responsibilities on behalf of NC State under this Contract. Group further certifies that it shall maintain the confidential and exempt status of any social security number information, as required by N.C.G.S. §132-1.10(c)(1), and that it shall not re-disclose personally identifiable information as directed by State and Federal laws. Failure to abide by legally applicable security measures and disclosure restrictions may result in the interruption, suspension and/or termination of the relationship with Group for a period of at least five (5) years from date of violation. If Group experiences a security breach, as defined in N.C.G.S. §75.61(14), relating to this information, in addition to the Group's responsibilities under the NC Identity Theft Protection Act, Group shall immediately notify NC State with the information listed in N.C.G.S. §75-65(d)(1-4) and shall fully cooperate with NC State. Group shall indemnify NC State for any breach of confidentiality or failure of its responsibilities to protect confidential information. Specifically, these costs may include, but are not limited to, the cost of notification of affected persons as a result of its unauthorized release of NC State data provided to Group pursuant to the Contract.

16. If NC State provides the Group with "personally identifiable information" from a student's education record as defined by the Family Educational Rights and Privacy Act ("FERPA") and its implementing regulation 34 CFR §99.3, Group hereby certifies that collection of this information from NC State is necessary for the performance of Group's duties and responsibilities on behalf of NC State under this Contract. In this instance, NC State considers Group a school official with a legitimate educational interest under FERPA. Group further certifies that it shall maintain the confidential status of education records in their custody, and that it shall not re-disclose personally identifiable information as directed by FERPA. Failure to abide by legally applicable security measures and disclosure restrictions may result in the interruption, suspension and/or termination of the relationship with Group for a period of at least five (5) years from date of violation. If Group experiences a security breach relating to this information or if Group re-discloses the information, Group shall immediately notify NC State. Group shall indemnify NC State for any breach of confidentiality or failure of its responsibilities to protect the personally identifiable information. Specifically, these costs may include, but are not limited to, the cost of notification of affected persons as a result of its unauthorized release of NC State data provided to Group pursuant to the Contract.

17. This Agreement shall be governed by and construed under the laws of the State of North Carolina, which shall also be the forum for any lawsuits arising from or incident to this

Agreement. Group consents to the exclusive personal jurisdiction and venue of the courts of North Carolina.

18. If NC State provides any data to Group pursuant to this Agreement then Group shall preserve and maintain the data for a period of three (3) years or as indicated in a litigation hold letter issued by NC State, to fulfill NC State's obligations under the North Carolina Public Records Act and under the Federal and North Carolina Rules of Civil Procedure. Group shall immediately preserve and maintain data (and any generated email correspondence) upon NC State's request or upon notice of litigation or audit and further Group shall make available all data that NC State may specify within the time limits required.

Signature: _____ Printed name: _____
Organization: _____ Date: _____

N.C. 4-H Camps Authorization:

Name: _____
Title: _____
Date: _____

Recommended by:

_____, Project Coordinator
Date: _____

Attachment A

REGULATIONS - CONCERNING THE USE OF _____

Groups using the facilities at the 4-H Center are responsible for adhering to the following rules:

1. If a facility reservation is canceled, the Director or Resident Manager must be notified 30 days in advance. If not, a cancellation fee of 50% will be assessed.

If there is a decrease in expected attendance, the Director must be notified 30 days before arrival, or the group is obligated to pay 50% of the difference from the contracted number, in addition to full payment for those who attend.

2. The person submitting the application must arrive in advance of the group to register with the Director or his representative and to help in the registration and orientation of the group upon arrival, as well as a facility walk-through. This same person is responsible for the facilities and the conduct of the group.

3. A charge will be made for damage to or loss of equipment (unless determined as normal wear). Groups are responsible for leaving the Center clean and in order. Please read carefully the enclosed cleaning agreement. You will be billed for clean-up and other maintenance items incurred during your visit according to the fee schedule in the cleaning contract.

4. Swimming and canoeing is permitted when:

- a. The Group provides 2 currently certified American Red Cross Lifeguards to be on hand and responsible at each activity.
- b. Life jackets are worn while in canoes - no exceptions.
- c. Group is responsible for leaving canoes on racks, trailer or returned to storage area, paddles and life jackets stored.
- d. Swimming is permitted in the swimming pool only.
- e. The Center Director, and in his absence, the Resident Manager, will halt any activity that they consider to be unsafe.

5. Parking is permitted in the parking lot only. Cars will not be permitted on the grass or around buildings. They cannot be driven to the cabins!

6. No pets are allowed at the Center.

7. Phones - Messages will be taken for those staying at the Center; however, due to the large area to be covered, these messages are delivered to the individual responsible for the Group. Calls may be made on phones in the Center - one is in the back of the kitchen, the other is in the Staff House (for use by those living in the Staff House only). Calls should be made collect or credit card.

8. Meals - Mealtimes are at 8:00 a.m., 12:00 noon, and 6:00 p.m. if prepared by the Center. Please make a strong effort to stick to these times. If you are not the only Group eating, the times are not flexible. Special menus may be worked out in advance if you have a large Group.
9. Unless special arrangements are made in advance, rental Groups are responsible for all program, staffing and food service.
10. No alcohol or illegal drugs are permitted on the premises.
11. All Groups are responsible for their own first aid needs.
12. The Staff House is the summer home for staff and the winter storage for equipment; therefore, it is usually not available. Special arrangements must be made with the Resident Manager.
13. ALL GROUPS ARE RESPONSIBLE FOR LEAVING ALL FACILITIES CLEAN AND TRASH PLACED IN THE DUMPSTER.