

USE POLICY

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** - FR. BERNARD YOUTH CENTER agrees to permit Licensee to use property 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** – If Licensee prepares its own food, it 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, and the use of drugs at the Facility.

b) Maximum capacity of the Fire Side Room is 100 people, Chapel 150 people, Great Room 200 people and Marion Hall 90 people, as complied with Fire Marshall Specifications. If the Licensee has a need for more than specified amount, they must provide portable toilets and hand washing facilities for each additional 10 people, as requested by the FBYC.

c) Licensee may at no time sub-let the Facility to another group.

d) The following rooms are off limits: Two Administration offices, furnace room, Phase two area of the Facility, and rooms in Marmion Hall other than dorm rooms and restrooms.

4. **Utilities** – FBYC shall provide water, electricity, and garbage disposal without charge to the Licensee.

5. **Maintenance** – FBYC shall maintain the Facility in good condition and repair and 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 agrees to assist in keeping the Facility clean, and shall leave the Facility free of defacement. At no time shall screens be removed from windows at Marmion Hall or FBYC Retreat facility. Screens require professional reinstallation and will be charged against your refundable deposit or added to your final bill as appropriate and necessary. Screens cost FBYC \$5 per reinstallation and \$20 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. One mentor/supervisor (ages 21 and over) to every six youth (ages 18 and under) for all overnight events. One mentor/supervisor (ages 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 9 1 1. Licensee agrees to furnish non-emergency transportation. Licensee must bring own first aid supplies and equipment.

d) Licensee will prohibit smoking except in designated places and shall warn all persons of the hazards of indiscriminate smoking. All buildings of the Facility are designated non smoking areas. 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) Only the crosswalk at the NW corner (adjacent to FBYC street signs) shall be used when crossing to Marmion Hall. This is to minimize risks associated with vehicles entering Mt. Angel traveling at highway speeds. This requirement is in place at all times day and night. Extreme caution shall be used at all times when crossing streets.

7. Use Fees and Costs

- a) Weekend Use Fee Deposit \$500 *without* FBYC provided catering OR \$900 *with* FBYC provided catering OR 50% of estimated retreat cost if that amount is LESS than either deposit amount above. Weekday Use Fee Deposit \$150. Camp Use Fee Deposit without FBYC provided catering \$1000 OR \$1500 with FBYC provided catering. Deposits are due immediately to formally **Book** a date. Deposits are accepted first-come, first-served. 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) If desired, when a date is uncertain a **Tentative Hold** may be made for a fee of \$100. This “**Tentative Hold**” will serve as a right of first refusal opportunity should another person or entity inquire about the same date(s) that are *Tentatively held*, but not securely *Booked*. FBYC requires a written response (e-mail, fax, etc.) within 2 working days once an inquiry has been received and you have been notified that another party is interested in your tentatively held date(s). If the tentatively held date is to be secured by the applicant who placed the Tentative Hold, the full deposit is immediately due at that time. Full Deposits are due at least 90 days in advance of any tentatively held date. A Tentative Hold fee is forfeited if Full Deposit is not paid timely, or if the event is canceled or otherwise not fulfilled. Applicant may, limited to one time, elect to move their tentative reservation to another date provided it is at least 90 days in advance of the original tentatively held date.
- c) Weekend/Overnight/Meal Fees – Fees are charged for each individual using the facility including Chaperones, Leaders and Retreat Goers or any other person in attendance. Weekday rentals may be exempt from individual day use fees; however, any meal or lodging fee still applies individually per user.
- d) 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. Missing Keys - \$25 charge for each. Missing Nametags - \$1 charge for each.
- e) Payment Terms – Licensee agrees to deliver payment in full to a representative of FBYC prior to the Licensee’s departure from the facility. Exceptions must be approved by FBYC prior to arrival. Licensee agrees to pay interest on any unpaid approved credit balance. All fees not paid within 2 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 receive payment. Licensee agrees to pay reasonable costs of collection, including attorney fees.
- f) A \$100.00 cleaning deposit (refundable) is required for use of the Facility. If upon inspection at the Licensee’s departure, the Facility is not found to be in an acceptable clean condition, the deposit will not be refunded. Any refunded amount may be applied to total cost or the cost of future event.

8. 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 FR. BERNARD YOUTH CENTER 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 FR. BERNARD YOUTH CENTER and its past, present and future members, directors, officers, employees, agents and independent contractors and its and their successors, assigns and heirs from and against and/or claim made by any third party arising out of any way connected with Licensee’s actions and/or failure(s) to act in respect of its use of the Facility, unless the claim by any third party arises out of negligence of Father Bernard Youth Center.
- c) 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) This Agreement may be altered or amended only by written agreement of both parties.
- c) FBYC reserves the right to require that the 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 said Facility. Licensee agrees to permit only authorized persons to enter the Facility and shall take all necessary steps to remove unauthorized persons from said facility.
- d) Licensee agrees that the total number of participants on the premises will not exceed the Facility or Building Maximum capacity at any time.

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 Marshall, the 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 in such an event.

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