

Rock Eagle 4-H Center Contract Policies for Third Party Group

CONFIRMATION OF SERVICES

An original contract must be signed and returned within 14 days to secure accommodations. A deposit of \$300 must be returned with the contract. Since our operating costs fluctuate, we must hold your conference planner responsible for confirming rates with the Rock Eagle 4-H Center Administration Office prior to your visit. Reservations are not confirmed until a signed contract and deposit have been received.

INDEMNIFICATION

[insert group name] indemnifies and holds harmless the Board of Regents of the University System of Georgia, the University of Georgia, and the State of Georgia and all of their respective officers, members, employees and directors (hereinafter collectively referred to as the "Indemnitees") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from this Agreement or any act or omission on the part of [insert group name], its invitees, agents, employees or others working or enjoying the Licensed Premises on behalf of [insert group name], or due to any breach of this Agreement by [insert group name], or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification extends to the successors and assigns of [insert group name]. This indemnification obligation survives the termination of the contract and the dissolution or, to the extent allowed by law, the bankruptcy of [insert group name].

If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds (all such funds hereinafter collectively referred to as the "Funds") established and maintained by the State of Georgia Department of Administrative Services Risk Management Division, [insert group name] shall reimburse the Funds for such monies paid out by the Funds.

Agencies of the State of Georgia, local educational agencies and any other entities which are exempt from indemnification requirements pursuant to Georgia law should submit a statement referencing their exemptions in detail, including citing applicable law. School Districts may submit one statement listing all schools within their District which will be kept on file.

INSURANCE

Option 1: [insert group name] shall, at its own cost and expense, obtain and maintain a special event liability policy with a combined single limit of no less than \$1,000,000. If [insert group name] will serve or allow alcohol at the event, the policy shall include liquor liability. If allowed by the policy, the Indemnitees shall be named as additional insureds, but only with respect to claims that are not covered by the Georgia Tort Claims Act (O.C.G.A. Section 50-21-20 et seq.). [insert group name] shall furnish Rock Eagle 4-H Center with a copy of the policy and evidence of full payment of the premium thereon at least forty-eight (48) hours prior to occupancy and use of the facility.

Option 2: [insert group name] shall, at its own cost and expense, obtain and maintain Commercial General Liability Insurance (2013 ISO Occurrence Form or equivalent) not inconsistent with the policies and requirements of O.C.G.A. § 50-21-37, which shall include, but not be limited to, coverage for personal and advertising and contractual liability. The Commercial General Liability Insurance shall provide the following limits:

Coverage	Limit
1. Personal Injury and Advertising	\$1,000,000 per Occurrence
2. Contractual	\$1,000,000 per Occurrence
3. Fire Legal	\$1,000,000 per Occurrence
4. General Aggregate	\$2,000,000

Permit Holder shall also provide a Commercial Umbrella Liability Insurance Policy to provide excess coverage above the Commercial General Liability (CGL) coverage with minimum limits of \$2,000,000 per occurrence.

The policy shall name the Indemnitees as additional insureds, but only with respect to claims that are not covered by the Georgia Tort Claims Act (O.C.G.A. Section 50-21-20 et seq.). [insert group name] shall furnish Rock Eagle 4-H Center with a copy of the policy and evidence of full payment of the premium thereon at least forty-eight (48) hours prior to occupancy and use of the facility.

Option 3: [insert group name] maintains an adequate self-insurance program and has submitted a certificate of insurance or other acceptable documentation.

Option 4: The Insurance Requirement may be waived by Rock Eagle in appropriate circumstances upon request.

PROGRAMS SERVING MINORS

[insert group name] shall, if its program provides for the care, custody, or control of minors, take precautions to assure the safety and well-being of minors, and to release the Indemnitees/UGA from any liability in conjunction with the use of Rock Eagle 4-H Center. [Insert group name] by its signature herein acknowledges receipt of a copy of and compliance with such policy, as set forth on Exhibit A

TOBACCO FREE CAMPUS

The University of Georgia is a tobacco free campus. Tobacco use is prohibited in all areas, including outdoor areas. More information is available at <http://uga.edu/tobacco-free/>.

NON-DISCRIMINATION

[Insert group name] agrees, in accordance with applicable law and University of Georgia policy, that there shall be no discrimination on the basis of race, national origin, religion, creed, sex (including sexual harassment and pregnancy), sexual orientation, gender identity, age, genetic information, disability or veteran's status as to any aspect of the activities contemplated herein.

FORCE MAJEURE

The failure or inability of either party to comply with the terms of this Agreement because of any act of God, weather, strike, labor dispute, war or acts of war, fire, riot, earthquake, act of terrorism or other public enemies, civil disorder, regional or national day or mourning, pandemic, epidemic, communicable disease, quarantine, emergency declaration, health declaration, local, state, or federal governmental order or emergency, or for any similar reason not within the control of such party, shall not be deemed a breach of this Agreement.

COVID POLICIES

[Insert group name] agrees to abide by applicable laws, regulations, executive orders, and University policies relating to COVID-19 now or hereinafter in effect.

ADULT CODE OF CONDUCT

All adult visitors follow the Adult Code of Conduct which is found at the following link: <https://secure.georgia4h.org/documents/AdultCodeofConduct.pdf>. Failure to abide by this Code of Conduct shall result in the immediate dismissal of the individual in violation of the Adult Code of Conduct from the premises. If the dismissal of an individual results in the loss of the required number of chaperones, the entire group may be asked to leave the premises. There will be no refund given in the event that an individual or group is required to leave the premises due to a violation of the Adult Code of Conduct.

SUPERVISION

All groups will provide supervision of youth participants at all times, including, but not limited to, class, meal, recreation, and lodging times. Rock Eagle lodging accommodates 1 adult for every 10 youth and therefore that is a suggested ratio for events. Groups who arrive without the number of required supervisors (and at least 2 no matter the group size) may be asked to leave the site and no refund will be given.

CONFERENCE SERVICES

The conference fee, a facility use fee for the use of Rock Eagle, is based on the highest actual meal count or highest attendance for each day and provides your group with the following:

- A general meeting room and a onetime set up of table and chairs.
- Number and size of meeting rooms based on the number of participants.
- Flip chart, easels and markers
- Limited A.V. equipment including LCD, DVD, and podiums.
- P.A. systems are available in large rooms.
- Pavilions, athletic fields, and swimming pools

Stages and other equipment will require an additional charge. Due to limited amount of equipment, requests must be made at least three weeks prior to arrival. There are no guarantees on last minute requests.

Our auditorium will seat 1,200 people and is available to groups of 350 participants or more. Groups using the Auditorium will be charged an additional \$30 per hour for an audio technician to be in the auditorium when the building is open. This fee will begin an hour before the scheduled use of the building and one hour beyond the time the group exits the building.

If an audio technician is needed for audio-visual assistance when a group is using the Georgia EMC Building and Senior Pavilion and/or the Dining Hall a charge of \$30 per hour will be added to the group's invoice.

Rock Eagle provides guests with adhesive backed charts. Tape, staples, glue and nails are not to be used on the walls or doors of any Rock Eagle cottage or conference building. No signs are allowed to be taped or nailed to the building or directional signs on the 4-H Center campus. Signs may be taped to the glass portion of the doors of the buildings and cottages and should be removed before your group leaves the 4-H Center.

FOOD SERVICE

Rock Eagle has its own dining hall facility that prepares meals for the groups visiting the Center. Each group must notify the Rock Eagle Administration Office thirty days (30) in advance with a more accurate number of guests that will attend.

A guaranteed count for meals is required seven (7) days in advance. The group will pay for the guaranteed number of meals or actual meal count, whichever is greater. If the group fails to contact Rock Eagle concerning these counts, the group will pay for the estimated attendance or actual meal

count, whichever is greater.

Prices for regular meals are quoted on the contract. Any changes or additions in the menu must be discussed with the Food Operations Manager and may result in a price increase. For an additional fee, refreshment and coffee breaks can also be provided and delivered to groups.

The Clover Room is a smaller, more private dining facility and may be used for luncheon meetings with speakers.

All food services must be arranged through the Administration Office. No outside catering services are allowed.

Meals times are as follows; Breakfast - 7:30 AM until 8:30 AM, Lunch -11:30 AM to 1:00 PM and Dinner 5:15 PM to 6:15 PM. If your group would like to have a different meal time please notify the Rock Eagle Administration Office at least seven (7) days before your arrival date.

Conference Groups may not prepare food on site. Gas and charcoal grills, microwave ovens, hotplates or other means of cooking are prohibited on the 4-H Center.

Bagged ice is available upon request for an additional charge

LODGING FACILITIES

Each of our cottages can accommodate 18-22 people and have central heat and are air-conditioned. Rock Eagle reserves the right to reduce the total number of cottages and/or buildings to be used by a group when actual attendance is lower than the original estimated attendance. Rock Eagle also reserves the right to change the designated cottage number(s) and/or building(s) being used by a group to better accommodate other groups using the Center.

Requests for linen and maid service must be confirmed 7 days prior to your conference. Linen charges will be based on the number requested or the number used, whichever is greater.

No food or beverages are allowed in the cottages.

No tents, motor homes, or travel trailers are allowed to overnight at Rock Eagle 4-H Center.

CANCELLATION POLICY

As it is difficult to reschedule space without adequate advance notice, we must charge an assessment for cancellations and reductions in attendance by your group. The assessment will be charged based upon your written notification to the Administration Office according to the following schedule:

Written notice received within	
120 days or more prior to scheduled date.....	No Charge
30 to 120 days prior to schedule date.....	10% of Contract Price
30 days or less prior to scheduled date.....	25% of Contract price

PAYMENT

All groups will be expected to pay in full upon arrival unless prior arrangements have been made. If special advance arrangements have been made, payment is due within 30 days from the billing date. All material balances greater than 180 days outstanding will be turned over to a collection agency. All groups agree to pay any attorney's fees and /or collection costs that might be incurred by the University of Georgia in the collection of unpaid balances, except for agencies of the State of

Georgia, local educational agencies and any other entities which are exempt from these requirements pursuant to Georgia law and have submitted a statement indicating as such which will be kept on file.

UNIVERSITY OF GEORGIA ALCOHOL POLICY

If a group plans to serve alcoholic beverages they must notify Rock Eagle 4-H Center Administration Office for approval.

Rock Eagle 4-H Center reserves the right to require additional security at a rate of \$50 per hour during an event where alcoholic beverages are served.

At events where alcoholic beverages are served to adults of the legal age, The University of Georgia has adopted the following guidelines:

- 1 Check identification
- 2 Refuse to serve intoxicated guests
- 3 Provide non-alcoholic beverages
- 4 Serve food
- 5 Do not permit self-service of alcoholic beverages
- 6 Restrict alcoholic beverages to a controlled area
- 7 Limit or eliminate references to alcoholic beverages in advertisements

The entire University of Georgia policy concerning the service of alcoholic beverages can be found at:

<https://provost.uga.edu/policies/academic-affairs-policy-manual/5-01-use-of-campus-space/#p-5-01-3>

GENERAL INFORMATION

Possession of weapons on the University of Georgia campus is governed by Georgia law O.C.G.A. 16-11-127.1. Additional information may be found at: <https://www.police.uga.edu/crime-stats/weapons-on-campus-info-2>.

Check In Time: Cabin check in time for groups will be 2:00 PM. All spaces may not be available upon arrival for groups checking in prior to 2:00PM.

Check Out Time: Cabin check out time for groups will be 10:00 AM (8:00 AM for 4-H Environmental Education groups). Groups checking out after 10:00 AM will be charged for another full day unless otherwise specified on contract.

Driving on 4-H Center: The speed limit on the Rock Eagle campus is 24 miles per hour. Guests should constantly watch for children crossing the road. Georgia 4-H does not allow youth under the age of 18 to drive on the Rock Eagle campus. Rock Eagle does not allow people to be transported in the back of trucks or in the trunk of cars.

Utility Vehicles: Groups bringing utility vehicles (golf carts, etc.) must follow the Rock Eagle 4-H Center policy on the use of utility vehicles. The policy is available to those groups that make prior arrangements with the administration office.

Loss or Damage: Groups will be billed for the cost of repairs or replacement of lost or damaged Rock Eagle 4-H Center property. Groups that leave the Center with large amounts of litter on the grounds will be billed a minimum of \$250.00 for cleanup. The Center Director will make this determination.

Lost and Found: Items that are found at Rock Eagle are tagged by date and location where found. You may call the Housekeeping Department at 706-484-2815 to see if any lost items were found or turned over to Rock Eagle personnel. After 30 days, if no one claims these items they are given to charity.

Pets: No pets, livestock, or horses are allowed on the Center.

Recreational: The use of pools, waterslide, recreation areas and recreational equipment are available to groups on a first-come, first-serve basis and must be contracted through the administration office.

Ropes Course Instruction: Teambuilding courses are only available by reservation and must be facilitated by Rock Eagle instructors on a first-come, first serve basis for an additional fee. Arrangements may be made through the administration office in order to secure the appropriate number of instructors for your group.

Guard House: An attendant is at the gate 24 hours a day when there are guests on the Center. Every vehicle that enters the 4-H Center will receive a parking pass. Guests may be required to give their name and tag number before receiving a parking pass.

Service Animals and Emotional Support Animals: Service animals are allowed on the Center. Emotional Support Animals are not allowed on the Center. Additional information may be found at: <https://eoo.uga.edu/ADA-Accessibility/uga-animal-policy/>

Quiet Hours: Although there are no curfew hours, we ask that you be considerate of other groups on the Center and observe Quiet Hours of 10:00 PM to 7:00 AM.

EXHIBIT A

PROGRAMS SERVING MINORS

1. Institutional Policy. If [insert group name] operates a program or activity that provides for the care, custody, or control of minors, [insert group name] shall be governed by and comply with all requirements of the University of Georgia's Policy for Programs and Activities Serving Minors. Such requirements include but are not necessarily limited to those listed below.
2. Duty of Care. [insert group name] shall operate such program/activity in a reasonably safe manner.
3. Forms. [insert group name] shall use all appropriate forms related the operation of the program/activity, which may include but are not necessarily limited to the following forms: parental consent, participant conduct agreement, medical information and release, medical treatment authorization, medical authorization to administer medication, media release, pickup authorization, and others.
4. Code of Conduct. [insert group name] shall require program/activity staff, including volunteers, to abide by a staff code of conduct.
5. Criminal Background Checks. [insert group name] shall properly screen and conduct criminal history background checks, including screening via the National Sex Offender Registry, on all employees, volunteers, counselors, chaperones and others who are reasonably anticipated to have direct contact or interaction minor participants. [insert group name] shall certify that that the background checks will, at a minimum, satisfy the requirements of the University's Human Resources Administrative Practice Manual (HRAP). [insert group name] shall notify and require all individuals who have undergone a background check to self-report any arrest, charge, or criminal conviction occurring after the date of the background check to the [insert group name] prior to returning to a Program/Activity. Personnel in charge of screening volunteers should be aware of the inherent limitations of background checks and should seek to utilize other screening methods, when possible, in addition to background checks to include in-person interviews and reference checks. [insert group name] shall, prior to arrival at Rock Eagle 4-H Center, provide to the University a certification that it has performed background checks in a manner consistent with the requirements above.
6. Supervision. Every minor participant must be properly supervised at all times while participating in the program/activity. [insert group name] certifies that there will be appropriate supervision and that there will be an appropriate participant-to-supervisor ratio, which may vary depending on the age of the participants, the nature of the activity, and whether the program has an overnight component. Please refer to the American Camp Association guidelines for supervision ratios (www.acacamps.org).
7. Training. [insert group name] shall provide training to all program/activity staff and volunteers assisting with the program/activity that addresses mandatory reporting requirements, appropriate contact with minors, safety and security procedures, and response protocols for injury / illness, staff misconduct, and participant misconduct.
8. Safety and Security. [insert group name] agrees to ensure the safety and protection of program participants and to establish protocols for reporting injuries, staff misconduct, participant misconduct, and procedures for secure pickup and drop-off of program participants. [insert group name] agrees to establish security measures (e.g, where to meet and where to go if lost, responses and protocols for weather alerts, accidents, missing persons, etc.), and to communicate those measures to program participants and parents/guardians.
9. Reporting Obligations. Criminal activity should be reported immediately to the University of Georgia Police Department (UGAPD): 911(emergency) or 706-542-2200. Law enforcement professionals can assess the situation and determine what other notifications or actions, if any, is necessary.
10. Known or Suspected Abuse or Neglect of Minors. If [insert group name] and/or any of its employees, volunteers, or other agents or any other authorized adult present at the program/activity know, suspect, or receive information providing reasonable cause to believe that a minor has been abused or neglected, or if [insert group name] or such other individuals have other concerns regarding a minor's safety, [insert group name] or such other individual must report the situation immediately to the UGAPD and to the Georgia Department of Human Services (and/or the Division of Children and Family Services) by calling 911(emergency) or 706-542-2200, and 1-855-GACHILD (422-4453), as required by Georgia law. [insert group name] hereby acknowledges its understanding of this reporting requirement for known or suspected abuse or neglect of minors.
11. Registration. [insert group name] shall register its program/activity with the Minors on Campus Inventory.
12. Responsibility. [insert group name] is responsible for reviewing and understanding all of the requirements of the Policy for Programs and Activities Serving Minors. Failure to abide by University's Policy may result in revocation of the contract and/or a potential barring from future use of University facilities as determined by the University in its sole discretion.