



# Ferry Beach Park Association

## 2011 Contract for Lease of Site and Facilities

Agreement between Ferry Beach Park Association (FBPA) of 5 Morris Avenue, Saco, ME 04072 and:

«**Congregation\_Name**»  
«**Congregation\_Address\_Line\_1**»  
«**Congregation\_City**», «**Congregation\_State**» «**Congregation\_ZIP\_Code**»  
Coordinated by: «**Coordinator\_Names**» «**Coordinator\_Phone**»  
«**Coordinator\_Email\_Address**»

herein known as “Group”, which is for the purpose of the Group to rent/lease the facilities of FBPA for the time indicated and the fee agreed to as contained in this contract.

The Group will use the facilities of FBPA beginning on:

**Time:** 4:00 p.m. **Day:** «Start\_Day» **Date:** «Event\_Start\_Date»

and ending on:

**Time:** 2:00 p.m. **Day:** «End\_Day» **Date:** «Event\_End\_Date»

These dates may be altered or extended by mutual agreement.

### General Conditions:

1. Before the Group can stay at FBPA they must either fax, mail or bring a “Certificate of Insurance” naming FBPA as being insured for the lease period above.
2. The Group shall abide by all FBPA rules and policies (**found in the attached Weekend Retreat Planning Guide**).
3. The Group shall be responsible for all supervision of its members, for health, safety, conduct and activities conducted except as herein noted. The Group is also responsible for ensuring that all members are familiar with aforementioned FBPA rules and policies.
4. The Group shall be responsible for cleaning the facilities, leaving them in the condition in which they were found. Some of the cleaning can also be contracted through a local cleaning contractor, which FBPA will arrange if requested (**detailed lists of cleaning responsibilities are found in the attached Weekend Retreat Planning Guide**).
5. The Group shall be responsible for all damages or breakage occurring during the Group’s use of the facilities and participate in a mutual on-site inspection of the facilities prior to departure, to determine the extent of any damage and to confirm that adequate cleaning has been done.
6. The Group shall abide by the FBPA policy of no pets on site, unless they are a service animal.
7. FBPA shall, during the fall from the first weekend in September through the Columbus Day weekend and during the spring from the Memorial Day weekend through the second weekend in June, provide a certified lifeguard to guard our waterfront on Saturdays and Sundays between the hours of 1 p.m. and 5 p.m. Swimming on our waterfront outside of these hours or when otherwise posted is prohibited. During times of inclement weather, at the discretion of the lifeguard and/or FBPA management, the beach shall be closed and posted as such, at which time swimming on the FBPA waterfront is prohibited.
8. FBPA shall not provide the Group with supervision such as medical personnel or sports instructors. The Group agrees that none of its members shall use the facilities without proper supervision and adherence to safety procedures as generally practiced in the State of Maine and under published standards of the American Camping Association.
9. It is the responsibility of the Group and the Group’s management to secure any special licenses or permits and to verify the qualifications of any personnel that the Group may use for services other than those provided by FBPA (i.e. – the Group’s medical or first aid staff, drivers, instructors, escorts, chaperones, etc.).
10. All Groups are responsible for providing their own medically trained personnel. It is highly recommended that the Group provide staff that is certified in First Aid and CPR from a nationally recognized provider. FBPA assumes no responsibility for the medical well being of the Group.
11. The Group shall be responsible for remuneration to its staff members and/or employees for all taxes, insurance related thereto, and for insurance and licenses as needed for the Group’s employees and/or volunteers.
12. All transportation to/from FBPA is the responsibility of the Group or its individual members, as is any damage, loss or injury resulting from such.
13. FBPA shall not be held liable for any injury, death, illness, and accident or property loss of the Group or its members, or action by third parties, including but not limited to: Acts of God, weather, fire or theft.
14. FBPA reserves the right to simultaneously lease the site and facilities to other guests and organizations.
15. The use of any/all FBPA facilities shall be “as is” and no other representations whatsoever are made. Use thereof is at the Group’s or the Group’s member’s own risk.
16. Illegal drugs, weapons, gross violations of safety or willful damage of property are prohibited and may cause cancellation of this agreement at the option of FBPA, in which event no refunds will be made.
17. The use of FBPA tractors, maintenance and other power equipment and tools is prohibited unless specifically noted herein, or modified specifically during the Group’s attendance.
18. Pangea Food Service LLC shall provide meals exclusively, as specified within this contract. The Group will be responsible for paying **at minimum** the meal charges indicated herein. In the current economy, no one can guarantee what the cost of commodities and ingredients will be in the future; however, should cost increase significantly, we will offer suitable substitutions to maintain the current menu price. If there are no suitable substitutions, our price will only increase by the actual increase in the cost of the ingredient. In such an event we will contact you. We guarantee that we will not increase our pricing structure or profit.
19. For overnight accommodations the Group’s members shall be housed in the leased dormitory space or the FBPA campground. The Group shall supervise living accommodations, chaperone duties, wake-up and bedtime duties as appropriate, assignments of family members and separation of genders and other related accommodation details. FBPA will designate which accommodation(s) are to be used by the Group herein.
20. It is specifically understood that FBPA, its management, and staff are held totally harmless and free of any and all liabilities in the event of accident, death, injury, loss of property and any damages to persons or equipment whatsoever, including actions by third parties. The Group shall be totally responsible for any actions and such claims by the Group, its members or others as outside parties.



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## 2011 Contract for Lease of Site and Facilities

- The use of any third party care or services for the Group or its members shall be the responsibility of the Group (e.g. speakers, auto repair, transportation, the Group's instructors or staff, hospital/physician, etc.).
- FBPA and its management reserve the right of entry and inspection to any portion of the facilities while the Group is in attendance for consideration of safety, maintenance and health.
- When appropriate, the Group will obtain medical/health records for its members and secure releases for medical treatment for its members, including parental consent for minors. In addition, FBPA reserves the right to have removed from the site any individual who is deemed ill or injured, where their condition is detrimental to themselves or others, including the use of ambulance, law enforcement or other agencies or use of FBPA personnel and equipment as deemed necessary by FBPA.
- The Group members are deemed to agree with this document as individuals and as a whole; members of the group who are minors are deemed to have such agreement from parents or guardians. It is the responsibility of the Group to clarify these understandings in any registration forms, orientations and materials distributed to the Group members.

**Fees:**

- A non-refundable \$1000 security deposit is required to secure this agreement.
- The security deposit will be applied towards full or partial payment of any damage to equipment or facilities occurring during the lease period, or the costs of cleaning if cleaning has not been adequately completed by the Group.
- If not secured against item 2 above, the security deposit will be applied to the Group's total contract balance.
- The Group shall pay the balance due on this contract no later than the end of the contract period.
- The Group shall pay the full amount of this contract if the agreement is cancelled with less than three months notice.
- The Group shall pay 1/2 the cost of any future reduction to the dorm spaces named in this contract unless that modification is made in writing by the contract signatory with no less than three months notice.
- If for reasons of Government actions, wars, Acts of God, health restrictions, weather, damage or illness FBPA is unable to open or otherwise provide access to its facilities, the group shall be immediately notified and any unused payments shall be refunded in full.

As part of this agreement, the Group reserves the following:

**Dormitory Rentals:**

Quillen (max sleeping cap 66)	_____ nights @ <b>\$930</b> per night =	\$ _____
Rowland (max sleeping cap 80)	_____ nights @ <b>\$930</b> per night =	\$ _____
Underwood (max sleeping cap 43)	_____ nights @ <b>\$760</b> per night =	\$ _____

**Campsites:**

Campsites (max 5 people per site)	_____ sites @ <b>\$15</b> each per site x _____ nights	\$ _____
<b>Lodging Subtotal</b>		\$ _____

**Meals:** These prices are based on a minimum of 50 adults. You must provide the final headcount one week before your weekend retreat!

	Age 13+			Age 5 - 12 yrs.			Qty. FREE children (under 5yrs)	Total meal cost (A) + (B)
	Qty.	Cost per person	Total cost (A)	Qty.	Cost per person	Total cost (B)		
<input type="checkbox"/> <b>5 Meals</b> (Children under 5 are FREE!)	_____ x <b>\$55</b> =	\$ _____	_____ x <b>\$35</b> =	\$ _____	_____	\$ _____		
<input type="checkbox"/> <b>4 Meals</b> (Children under 5 are FREE!)	_____ x <b>\$44</b> =	\$ _____	_____ x <b>\$28</b> =	\$ _____	_____	\$ _____		

**Dorm Cleaning:**

Our group  will  will not contract for dorm cleaning service

**Please check each dorm you wish to contract cleaning for:**

Quillen = **\$125**

Rowland = **\$125**

Underwood = **\$100**

**Cleaning Total \$ \_\_\_\_\_**  
*(Please make out a separate check for cleaning, payable to Donna Burnham)*

<b>Menu Upgrades</b>	\$ _____
<b>Meals Subtotal</b>	\$ _____
<b>Final Total</b>	\$ _____
<b>Less Deposit</b>	\$ _____
<b>Balance Due at Check-Out</b>	\$ _____

In addition to the leased spaces indicated above, the Group may use the Pavilion and Chapel in the Grove, and any play areas. All other buildings (Claflin, Kelley, Gardiner, the four cabins, Hopkins House and 5 Morris Ave.) are off-limits.

Congregational Board President: \_\_\_\_\_ Date: \_\_\_\_\_ email: \_\_\_\_\_  
 Signed on behalf of FBPA by: \_\_\_\_\_ Date: \_\_\_\_\_ email: [fbed@maine.rr.com](mailto:fbed@maine.rr.com)

Please return a deposit check and the signed copy of this agreement to FBPA by «Contract Due Date». A signed copy will be returned to you ASAP.