



19051 F.M. 2484
KILLEEN, TEXAS 76542
(888) 218-8923
FAX: (254) 200-1391

PEACEABLE KINGDOM RETREAT FOR CHILDREN, INC.

USE AGREEMENT

WHEREAS, Peaceable Kingdom Retreat for Children, Inc. ("Retreat"), a Texas non-profit corporation ("Owner") is the owner and operator of a certain retreat facility located at 19051 F.M. 2484, Killeen, Texas 76542; and

WHEREAS _____, desires to use the Retreat and all of its related facilities ("Retreat Facilities") for a retreat called _____; and

WHEREAS, the Owner desires for the User Group to use the Retreat Facilities and the Owner and User Group desire to enter into this Agreement to evidence their agreement with respect to the use of the Retreat.

NOW, THEREFORE, for and in consideration of the recitals set forth above, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by the parties hereto, the Owner and User Group do hereby agree as follows:

1. **Obligations of User Group. The User Group hereby agrees with the Owner as follows:**

(a) **Deposit.** On the date of the execution of this Agreement herewith, the User Group shall deposit with the Owner the sum of \$500.00 ("Deposit"). The Deposit will be returned to the User Group on the last day of the Term, hereinafter defined. The Owner shall be entitled to use all or whatever portion of the Deposit that is necessary to pay for any damage to the Retreat Facilities during the Term, other than ordinary wear and tear and, in such event, any remaining portion of the Deposit shall be returned to the User Group. In the event the User Group fails to attend the Retreat for the Term, the Deposit shall be nonrefundable to the User Group.

(b) **Retreat Use Fee; Number of User Group Members.** Within two (2) weeks of the end of the Term, the User Group shall pay to the Owner a Retreat Service Fee (herein so called) equal to the product of \$_____ times the total number of User Group Members. The User Group estimates that there will be _____ User Group Members attending the Retreat. User Group is obligated to pay a minimum Retreat Service Fee based upon at least 95% of the estimated number of Retreat Group Members.

(c) **Term.** The Term (herein so called) shall commence _____(time) on _____(date), and shall end _____(time) on _____(date). The Retreat shall be open and available to the staff members of the User Group for the purpose of preparing for the commencement of the User Group's Term, beginning at noon on the day immediately preceding the first day of the Term.

(d) **Other agreements of User Group.** The User Group further agrees with the Owner that (i) It will comply fully with the Rules and Regulations attached to this Agreement as Exhibit "A", and made a part hereof for all purposes, (ii) it will furnish for each of its User Group Members bed linens, pillows, blankets and towels, (iii) it will provide any and all equipment and supplies needed in connection with Retreat activities, (iv) it will provide its own medical staff and supplies except those which Owner advises are available on site for its use, If necessary, (v) it will keep all Retreat facilities neat, clean and free from debris, and will leave Retreat Facilities in such condition at the end of the Term, (vi) it will cooperate fully with the staff and personnel of the Retreat, and (vii) it will abide by the Volunteer Screening and Training, staff-to-camper ratio and other policies established by Owner.

2. **Obligations of Owner. The Owner agrees with the User Group as follows:**

(a) **Agreement to Use.** The Owner agrees that the User Group may use the Retreat Facilities for the Term so long as it complies with all the terms and conditions of this Agreement, including the Rules and Regulations attached to this Agreement as Exhibit "A".

(b) **Retreat Activities.** During the Term, the User Group may participate in the activities to include, but not necessarily limited to, swimming, horseback riding, challenge courses, nature studies, arts and crafts, sports recreation, computer lab, Theater, and overnight camp outs. The exact nature of the Retreat Curriculum shall vary depending upon the User Group and its particular needs and desires. The Retreat Director of the User Group will identify the particular needs of such User Group to promote adoption of the curriculum to such needs to the extent practicable. The Owner shall provide an activity staff sufficient to adequately staff the basic core activities of the Retreat curriculum and will provide basic equipment and materials necessary therefore. The User Group staff will participate with the activity staff of the Retreat in implementing and supervising the Retreat Curriculum under the direction of the Retreat Staff.

(c) **Housing and Meal Service.** The Owner shall provide beds for each of the User Group Members. The Owner shall provide meals at breakfast, lunch and dinner for each of the User Group Members and staff to prepare such meals. All menus for the meals shall be discussed and mutually agreed upon by the Owner and the User Group. The Owner shall use its best efforts to meet the specific dietary needs of the User Group Members which shall be indicated by the User Group at a time not less than seven (7) days prior to the commencement of the Term. Owner will provide meals for a limited number of visitors provided Owner has been given advanced notice thereof at a cost of \$7.00 per meal per visitor.

- (d) **Additional Agreement of Owner.** The Owner further agrees to provide (i) a state of personnel to maintain the Retreat Facilities, (ii) camper accident insurance of no more than \$5,000.00 per claim, insuring all User Group Member while on the premises of the Retreat, but not specifically excluding the travel of the User Group Members to and from the Retreat Facilities and occurrences off the premises of the Retreat, and (iii) laundry facilities, to use on an as needed basis and at the discretion of the Retreat Director.

3. **Liabilities and Responsibilities.**

- (a) User Group shall defend, indemnify and hold harmless Owner, its officers, directors, employees, servants, agents and assigns from any and all claims, causes of action, demands, suits, liabilities, losses and/or expenses incurred by any of the aforementioned parties in connection with any personnel injury or property damage to the extent caused solely by the User Group's negligent acts or omissions while participating in or preparing for the use of the Retreat but only if and to the extent User Group's liability insurance provides coverage (other than coverage limitations for policy deductibles or self-insured retentions). Except to the extent of Owner's indemnification provided for below, User Group further agrees to refrain from instituting, pursuing, or aiding any claim, demand, action or cause of action growing out of or related to any personnel injury or property damage which may result during User Group's use or preparation for use of the Retreat. In addition, User Group agrees to require each and every User Group Member, both campers and staff, to sign a Release and Indemnification which shall release Owner and its officers, director's, employees, servants, agents and assigns from any and all claims form personnel injury, property damage or any other nature which might arise from their or their child's use of the Retreat and that they shall refrain from instituting, pursuing or aiding any claim, demand, action or cause of action growing out of, or hereinafter to grow out of their or their child's use of the Retreat. The agreement shall be binding upon such persons' personal representatives, heirs, agents and assigns. During the term of this Agreement, Owner shall have in full force and effect general liability in the amount of \$1,000,000.00/occurrence and \$2,000,000.00/aggregate and workers' compensation insurance. Prior to the commencement of the term, Owner shall provide to User Group a description of the insurance coverage of Owner with the designated policy limits. Owner agrees to indemnify, defend and hold harmless User Group, its officers, directors, servants, agents and assigns from and against any and all claims, causes of action, demands, suits, liabilities, losses, and/or expenses incurred by any of the aforementioned parties in connection with any personal injury or property damage to the extent caused solely by Owner's negligent acts or omissions but only if and to the extent Owner's liability insurance provides coverage for such purpose and only to the extent of such coverage.
- (b) User Group shall obtain term liability insurance and aggregate and prior to the Commencement of the Term shall provide Owner with evidence and a description of such coverage.

- (c) If equestrian activities are part of the retreat curriculum, Texas law now requires that Owner advise you as follows:

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE PROFESSIONAL (AS DEFINED IN CHAPTER 87) IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES (AS DEFINED IN CHAPTER 87) RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

4. **Miscellaneous**

- (a) **Legal Construction.** If any clause, sentence, provision or other portion of this Agreement is or becomes illegal, null, void, or unenforceable for any reason, or is held by any court of competent jurisdiction to be so, the remaining portions shall remain in force and effect; provided, however, that if the removal of such clause, sentence, provision, or other portion has the effect of materially altering the obligations of either party so as to act in violation of its Articles of Incorporation, corporate bylaws, state license, accreditation or tax exemption, the party so affected shall have the right to terminate this Agreement upon seven (7) days' written notice to the other party.
- (b) **Applicable Law.** This Agreement shall be construed and interpreted, under Texas Civil Code Law and if intervention is required with respect to this Agreement, venue shall be in Bell County, Texas.
- (c) **Parties Bound.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their representatives, heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- (d) **Trained Employees.** Trained personnel directly employed and supervised by the Owner shall perform all the services required of Owner by the terms of this Agreement. All services provided by Owner personnel shall meet or exceed the standards set forth by the Retreat. The Owner agrees that each of its employees will be properly qualified and will use reasonable care in the performance of their duties under this Agreement.
- (e) **Compliance with Applicable Statutes, Ordinances and Regulations.** In performing their respective services required of them under this Agreement, Owner and User Group will comply with all applicable statutes, ordinances and regulations. If such compliance is impossible by either party for reasons beyond its control, such party shall immediately notify the other party of that fact and the reason therefor.
- (f) **Confidentiality.** All medical record data relating to the care and treatment of User Group campers and their siblings or family members which Owner may become privy to as a result of its work with User Group shall remain confidential. No information regarding the medical condition and/or the care and treatment of any camper and/or his/her siblings or family shall be released without compliance with applicable statutory requirements and written consent of the User Group.

- (g) **Notices.** Notices or communications to be given under this Agreement shall be provided by designated parties set forth by Owner and User Group. All notices and communications shall be provided either by personal delivery, overnight delivery service or certified mail, postage prepaid, properly addressed to the parties at the addresses set forth below their respective signatures on the signature page of this Agreement.
- (h) **Waiver.** Waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any other breach. None of the provisions of this Agreement shall be considered waived by either party except when such waiver is given in writing.
- (i) **Entire Agreement.** This agreement constitute the entire Agreement between the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous discussions, representations, correspondence and agreements, whether written or oral, pertaining hereto. This Agreement may be amended or modified in writing duly executed by both parties.
- (j) **Remedies.** The remedies specifically provided within this Agreement are intended to be cumulative, and not in lieu of remedies available to the parties at law or in equity.

IN WITNESS WHEREOF, the parties hereto do hereunto have executed this Agreement as of the _____ day of _____, 20_____.

OWNER:

Peaceable Kingdom Retreat for Children, Inc.

By: _____
 Scott Simmonds, Executive Director
 Peaceable Kingdom Retreat for Children, Inc.

USER GROUP:

By: _____

Name: _____

Title: _____

Address: _____

Phone: _____

EXHIBIT A

RULES & REGULATIONS for Peaceable Kingdom Retreat for Children, Inc.

1. The following are not permitted on the Retreat premises: Power or Hand Tools, All Terrain Vehicles, Flammables, Fireworks, Alcoholic Beverages, Pets, Firearms, Illegal Drugs or Paraphernalia or Alcohol.
2. Use of Peaceable Kingdom Retreat grounds is open to those areas which have been assigned to your group. More than one group may be present during your stay. Unwanted noise can disturb your neighbors, so please no loud noises, stereos, radios, etc. at any time. Gates are locked at 10:00 pm for your protection. Any problems need to be reported to the Retreat Director or designee immediately.
3. Smoking is permitted ONLY in designated areas. Smoking is not permitted inside the buildings, or immediately outside the buildings. Cigarette butts must be deposited in proper receptacles. It is a Fire Hazard to smoke in unauthorized areas on the Retreat grounds.
4. Challenge Course, Fishing Pond, Swimming Pool, Horse Pasture, or any unauthorized area unless previously authorized by the Retreat Director or designee are non accessible, unless accompanied by certified Retreat Staff.
5. Meals will be served at the following times (unless other arrangements are made in advance of arrival): Breakfast 8:30 a.m.; Lunch - 12:00 p.m.; Dinner 6:00 p.m. Snack food times will be arranged with the Retreat Director or designee prior to each group's arrival.
6. If you have arranged to use the swimming pool at least one lifeguard must be on duty per fifteen (15) swimmers. A copy of their certification must be on file in the office before arrival or Peaceable Kingdom can provide a lifeguard.
7. All furniture at the Retreat is to be left as found. If re-arrangement of furnishings is needed, request permission from the Retreat Director or designee. Please put all rearranged items back in their proper place prior to leaving.
8. Only Peaceable Kingdom staff may build fires (outside or inside). Please make your arrangements during the registration. Texas weather creates a very dry climate, and Bell County may restrict all fires at certain times of the year. The Retreat Director or designee will notify your group upon arrival of this restriction.
9. All vehicles must park in the designated parking lots. Speed limit on the Retreat grounds road is 10 mph. Only passenger vehicles are permitted on the Retreat grounds. Vehicle driving is not permitted on grass areas or while groups are present.
2. Only adults are permitted to operate the golf carts. Children should not play or enter the golf cart without an adult present.
3. The Retreat must be left in clean condition. Trash receptacles are provided in order to avoid littering of buildings and grounds.
4. Your group should have at least the following ratio of adults per persons under 18 years of age. All children must be accompanied by an adult at all program areas. Parents, guardians or counselors are responsible for children's behavior at all times.

Age of Campers	Ratio of Adults to Campers Needed
15-18	1 Adult to every 7 Campers
12-14	1 Adult to every 6 Campers
11 and under	1 Adult to every 5 Campers

5. The Retreat's telephones are for emergency use only. There is a phone located in each of the buildings available for local calls and calls between the buildings. Any long distance calls need to be placed on a calling card.
6. Security – Peaceable Kingdom Retreat is responsible for grounds security. Any problems should be reported to Retreat Director or designee.
7. Check In & Check Out - Your arrival and departure time should be coordinated by the Director or designee, and reconfirmed prior to arrival. The check out time should be reconfirmed with the Director or designee upon arrival. The Director or designee will perform a walk through of the areas used at check out.