

Silver Spur Christian Camp and Retreat Center

17301 Silver Spur Drive • Tuolumne, CA • 95379

Phone: (209) 928-4248

Facilities and Services Agreement

This Facilities and Service Agreement (the Agreement) between Silver Spur Christian Camp & Retreat Center (Silver Spur) and Highlands Elementary 2020, is effective as of 9/12/2019. Silver Spur and the Guest Group desire to set forth their agreement concerning the Guest Group's use of the facilities and services of Silver Spur.

EVENT INFORMATION

1a. Sponsoring Church or Organization: Highlands Elementary -MDUSD

Address: 1326 Pennsylvania Blvd. City: Concord State: CA Zip Code: 94521

Phone 1: **925-672-5252** Phone 2: Fax:

1b. Contact Name: Jody Sparks

1c. Event Name: Highlands Elementary 2020

1d. Event Beginning Date: 3/31/2020

GUARANTEES

- 2a. The attached *Contract Summary* (the *Summary*) totaling \$16,478.00 represents the Guest Group's minimum financial guarantee to Silver Spur for the facilities and services requested.
- 2b. The Guest Group agrees to pay all fees noted in the *Summary* plus any other fees that may be incurred due to increased attendance, use of additional facilities and/or equipment, damage, and/or provision by Silver Spur of any other service not currently noted on the *Summary*.
- 2c. The Guest Group agrees that, should the Guest Group choose not to utilize any or all facilities or lodging noted on the Summary, and/or choose not to eat any meal(s) noted thereon, there will be no reduction of fees below that which is noted on the Summary. The Guest Group agrees to meet the entire financial obligation to Silver Spur for the full amount of the minimum guarantee noted in section 2a
- 2d. The Guest Group agrees that in extreme situations, Silver Spur may adjust the stated rates on the Summary up to thirty (30) days prior to the Event provided written notice is served to the group "contact" noted above.
- The Guest Group agrees that, if the Guest Group has requested lodging or meals, Silver Spur will make available additional beds and/or meals at the per bed/meal rate stated in the *Summary* to accommodate additional guests. The additional number of beds/meals that will be set aside shall be limited to twenty (20) percent of the daily number of beds/meals guaranteed on the *Summary*. The additional number of beds/meals set aside, however, will not to be less than ten (10) nor more than fifty (50). The Guest Group agrees to notify Silver Spur of any intention to use the additional beds/meals on or before 3/1/2020. If the Guest Group fails to make such notification, any obligation Silver Spur may have had to hold such space shall be waived.

PAYMENTS

- The Guest Group's initial payment of \$3,295.60 is enclosed with this Agreement.
- 3b. The Guest Group agrees to make a second payment in the amount of \$6,591.20 on or before 3/1/2020
- 3c. The Guest Group agrees to make a third payment in the amount of \$6,591.20 upon arrival
- 3d. Before the departure of the Guest Group from Silver Spur, the Guest Group will provide the information necessary to enable Silver Spur to complete a final invoice for the Event. The Guest Group agrees to make **final payment within 15 business days** after receipt thereof. A late charge of one percent (1%) per month will be assessed to the balance of past due accounts.
- 3e. The Guest Group agrees that, should the Guest Group fail to make payments in accordance with these provisions, Silver Spur will not grant access to any Silver Spur facilities nor shall Silver Spur be obligated to provide any services until such payment is made.
- The Guest Group agrees that failure to make payment in accordance with this Agreement does not remove any obligation that the Guest Group may have to do so.

REQUEST FOR ADDITIONAL FACILITIES/SERVICES

4. The Guest Group agrees that failure to make payment in accordance with this Agreement does not remove any obligation that the Guest Group may have to do so.

CANCELLATION

5. The Guest Group agrees that cancellation or reduction of this contract is possible only if Silver Spur is able to arrange a replacement group. If a replacement group is arranged that generates comparable or greater income, all but \$100.00 of the payments made will be refunded. If no arrangement is possible or if a replacement group generates less than the Contract Summary amount, the Guest Group agrees that it will pay the full minimum financial requirements of this Agreement or the difference between the Contract Summary amount and the amount generated by the replacement group, whichever is less.

GOVERNING GUIDELINES

- 6a. The Guest Group agrees to respect the beliefs and goals of Silver Spur, and to do nothing by word or act, or allow any member of the Guest Group to do likewise, that will in any way detract from or be offensive to same.
- 6b. The Guest Group will abide by the guidelines described in the Silver Spur Guest Group Handbook (which is incorporated herein by reference) as well as those contained in any other literature provided or that are posted on the grounds. The Guest Group accepts the responsibility of communicating these guidelines to the leadership of the Event and will follow through to ensure compliance.

- It is agreed that the Guest Group will arrive no sooner than nor will vacate the grounds any later than what is designated on the attached Contract Summary. The Guest Group also agrees that the Guest Group's participants may not occupy any lodging facilities prior to 3:00 p.m. on the date of arrival and shall vacate lodging prior to breakfast on the designated date of departure. Failure to vacate lodging or any other facilities at the designated time(s) may result in the Guest Group being charged a late check-out fee not to exceed the daily published rate for each facility so affected.
- The Guest Group agrees to sign and return this agreement with the initial payment on or before **10/31/2019** or it is understood that Silver Spur is free to negotiate with another group for the Event time, facilities and services described above and on the *Contract Summary*.
- 6e. The Guest Group agrees that this *Agreement* is not binding until a copy bearing signature of both parties involved is mailed to the person shown above as being the "contact" for the Guest Group.
- 6f. On or before 3/1/2020, the Guest Group agrees to provide Silver Spur with a written copy of its program schedule, completed facility layout plans, additional facility and equipment requests and a final estimate of attendance. Silver Spur will assign final facilities once the information has been received.

INDEMNITY AND DAMAGES

- 7a. The Guest Group agrees to indemnify and hold Silver Spur harmless from all claims, losses, injuries, damages, expenses, fees including attorney fees, costs, and judgments that may be asserted against Silver Spur resulting from the Guest Group's acts or omissions and/or that of any of the Guest Group's guests, employees, agents, or representatives, or by reason of the Guest Group or the Guest Group's guests' presence on Silver Spur's campus. The Guest Group also agrees to provide insurance coverage in accordance with the Silver Spur Guest Group Handbook.
- 7b. The Guest Group agrees that its group is requested to place in order all facilities used prior to the group's departure from Silver Spur. The Guest Group agrees to pay or reimburse Silver Spur for any additional cleaning in excess of that which is usual and customary and for all losses and damages resulting from the Guest Group's quests' use of the facilities and services of Silver Spur.

ASSIGNMENT OF RIGHTS

8. The Guest Group agrees not to assign or transfer this *Agreement*, nor any interest in this *Agreement*, and that any action in violation of this provision will discharge the obligations of Silver Spur under this *Agreement*.

RESERVATION OF RIGHTS

- 9. Silver Spur reserves the right to:
 - a. Enter any room at any time for the purpose of inspection, repair, or emergency;
 - b. Reassign group members to alternate lodging;
 - c. Revoke privileges, including residence in or use of any building or facility, of any group member whose conduct, in Silver Spur's sole discretion, becomes injurious or potentially injurious to Silver Spur and/or the neighboring community; and
 - d. Change, without penalty, any facility or building reserved by, or guaranteed to, the Guest Group and provide a suitable substitute building or facility if such change is necessitated by situations beyond Silver Spur's control.

IMPOSSIBILITY AND IMPRACTICALITY

10. If Silver Spur's performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by a cause beyond Silver Spur's reasonable control, and if Silver Spur gives the Guest Group prompt written notice of such cause, then the obligations of Silver Spur shall be removed. Causes beyond Silver Spur's reasonable control shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, and wars. The Guest Group agrees to pay for facilities used and services rendered up to the time of the cause removing Silver Spur's obligations.

ENTIRE AGREEMENT

11. This Agreement contains all of the promises and covenants of Silver Spur and the Guest Group. There are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior oral or written agreements between the Guest Group and Silver Spur related to this event.

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SEVERABILITY

12. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds any provision of the Agreement invalid and unenforceable, but that by limiting the provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

APPLICABLE LAW

13. This Agreement shall be governed by the state of California.

I, the undersigned, have read the Silver Spur Christian Camp & Retreat Center's *Guest Group Handbook* and both sides of this *Agreement* and agree to abide by their contents. I also certify that I may act as an agent for the Guest Group in matters of contract and financial encumbrance. Should the Guest Group fail to make payment, I agree to be held individually responsible for the financial obligation shown above.

Agent for the Guest Group	Agent for Silver Spur
Name: Jose Espinoza	Name:
Signature:	Signature:
Title: Assistant Superinkindent	Title:
Date:	Date:

Churches, businesses and organizations must return proof of event insurance naming Silver Spur as co-insured with this contract.



17301 Silver Spur Drive • Tuolumne, CA • 95379 spurcamp@silverspur.com

PH: (209) 928-4248 • FAX: (209)928-3899

Initial Invoice

Group #: 81

September 12, 2019

Highlands Elementary -MDUSD Highlands Elementary 2020 Mrs. Jody Sparks 1326 Pennsylvania Blvd.

Charges

Highlands Elementary 2020: 3/31/2020 to 4/2/2020

Concord CA 94521

Due Date	Description	Rate	Amount
10-31-19	Initial Deposit		\$3,295.60
03-01-20	2nd Payment		\$6,591.20
03-31-20	Contractual Minimum 02 nt / 06 ml Adult 2020 Lodge Fess		\$6,591.20
04-23-20	Additional Balance Due for Addl. Campers and Freetime Recreational Elements		TBD

\$16,478.00

Payments

Current Charges: \$16,478.00

Payments:

\$0.00

Contractual Minimum Amount Due:

\$16,478.00

(Rev. November 2017) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

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	1 Name (as shown on your income tax return). Name is required on this li			Mar Hi II II						
	Conservative Baptist Association of Northern Californ	ia								
	2 Business name/disregarded entity name, if different from above		20							
age 3.	ilver Spur Christian Camp Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.					4 Exemptions (codes apply only to certain entities, not individuals; see				
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ype	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶						Exempt payee code (if any) 501-C-3			
Print or type. Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classified as a single-member LLC that is disregard another LLC that is not disregarded from the owner for U.S. federal is disregarded from the owner should check the appropriate box for	ication of the single-member own ded from the owner unless the ow tax purposes. Otherwise, a single-	the single-member owner. Do not check the owner unless the owner of the LLC is ses. Otherwise, a single-member LLC that			Exemption from FATCA reporting code (if any)				
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See	17301 Silver Spur Drive									
0,	6 City, state, and ZIP code									
	Tuolumne, CA 95379									
- 1	7 List account number(s) here (optional)									
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Par	Taxpayer Identification Number (TIN)									
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entities	it alien, sole prophetor, or disregarded entity, see the instructions it is your employer identification number (EIN). If you do not hav	re a number, see How to get a	,		-		-			
TIN, later.										
Note:	f the account is in more than one name, see the instructions for li	ne 1. Also see What Name and	d Em	nploye	ident	identification number				
Number To Give the Requester for guidelines on whose number to enter.				-6050050						
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Part	II Certification							200-200		
Under	penalties of perjury, I certify that:									
2. I am Serv	number shown on this form is my correct taxpayer identification r not subject to backup withholding because: (a) I am exempt from ice (IRS) that I am subject to backup withholding as a result of a f onger subject to backup withholding; and	backup withholding, or (b) I h	have not I	been r	otifie	d by the	Inter			
3. I am	a U.S. citizen or other U.S. person (defined below); and									
4. The	FATCA code(s) entered on this form (if any) indicating that I am ex	cempt from FATCA reporting is	s correct.							
you hav	eation instructions. You must cross out item 2 above if you have been re failed to report all interest and dividends on your tax return. For real ition or abandonment of secured property, cancellation of debt, contribution of debt, contribution in the certification interest and dividends, you are not required to sign the certification.	al estate transactions, item 2 do ibutions to an individual retirem	oes not ap ent arranç	ply. Fogemen	or mor t (IRA)	tgage in , and ge	terest nerally	paid, /, pay	me	nts
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related	developments. For the latest information about developments to Form W-9 and its instructions, such as legislation enacted ey were published, go to <i>www.irs.gov/FormW9</i> .	 Form 1099-B (stock of transactions by brokers 	s)					her		
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	tion return with the IRS must obtain your correct taxpayer	Form 1099-C (canceled debt)								
identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption			Form 1099-A (acquisition or abandonment of secured property)							

• Form 1099-A (acquisition or abandonment of secured property)

be subject to backup withholding. See What is backup withholding,

If you do not return Form W-9 to the requester with a TIN, you might

later.

taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other

amount reportable on an information return. Examples of information

returns include, but are not limited to, the following.

· Form 1099-INT (interest earned or paid)



Guest Group Handbook



Guest Group Handbook

TABLE OF CONTENTS

INTRODUCTION	
HANDBOOK OVERVIEW	
GUEST USE	
EVENT PLANNING	
GUEST GROUP LEADER	
SILVER SPUR STAFF	4
SUPERVISORS/COUNSELORS	
MEDICAL STAFF/SUPPLIES	4
MEDICAL RELEASE	2
FACILITIES AND FURNISHINGS	
PECPEATION	2
RECREATION	2
SWIMMING POOLWATERSLIDE	2
WATERSHIPE	4
CAMPFIRES	2
GIFT AND SNACK SHOP	2
LODGING DETAILS – SILVER SPUR LODGE AND SILVER CREEK	5
LODGING DETAILS – SILVER RIDGE	5
LODGING ASSIGNMENTS AND FLOOR PLANS	5
MEALS	5
DINING ROOM OPTIONS	5
WRIST BANDS	6
TRANSPORTATION	6
ANIMALS	6
NEIGHBORS	6
INCOME GENERATING ACTIVITIES	6
USE OF THE SILVER SPUR NAME	6
CONFIRMING YOUR EVENT	6
CONTRACT	6
FEES AND CHARGES	7
DEPOSITS AND PAYMENTS	7
CONTRACT ADDITIONS	7
INSURANCE	7
WHEN YOU ARRIVE	7
ARRIVAL TIME	7
CHECK-IN	8
PERSONAL CONDUCT	8
PARKING	8
MAIL FOR PARTICIPANTS	8
EMERGENCIES	9
FIRE DRILL AND EVACUATION	9
MISSING PERSONS	
QUIET HOURS	
WAKE UP CALLS	
COPIES/FAXES	9
DAMAGE	. 10
CHECK-OUT	. 10
AFTER YOU LEAVE	.10
FINAL PAYMENT	. 10
LOST AND FOUND	. 10
FOLLOW-UP	. 10
VENT MILESTONES	11

INTRODUCTION

HANDBOOK OVERVIEW

Thank you for your inquiry regarding use of the facilities at Silver Spur Christian Camp & Retreat Center (Silver Spur). This handbook contains critical information that will help make your event pleasant and as trouble free as possible. The Handbook also serves as a legal supplement to Silver Spur's Facilities & Services Agreement that you will be signing should you decide to use the camp's facilities.

GUEST USE

Silver Spur lodging, meeting and recreational facilities are available to churches and/or other non-profit organizations year-round except for Easter weekend, Thanksgiving weekend, Christmas Eve and Christmas Day.

EVENT PLANNING

GUEST GROUP LEADER

Every group shall have a designated Guest Group Leader who is at least twenty-three (23) years of age. It is preferable that this individual serve as the primary contact between the Guest Group and Silver Spur during the planning stages and throughout the course of the event.

The Guest Group Leader is responsible for all group members and events; shall be responsible for the condition of all equipment, materials and facilities used by their group; shall handle all emergency phone messages; and shall ensure that all areas utilized are returned to their original condition upon conclusion of each usage (i.e. decorations removed, trash deposited in receptacles, etc.)

The Guest Group Leader is also responsible for informing group members about and ensuring that their guests adhere to the provisions of this Handbook as well as all local, state, and federal laws concerning health, safety, and public order. Failure to comply with these regulations may result in removal of the offending individual(s), forfeiture of the privilege of using camp facilities and services, and/or termination of any *Agreement* existing between Silver Spur and the Guest Group.

SILVER SPUR STAFF

Throughout this *Handbook*, key dates are noted when certain events should occur during your planning process (these milestones are noted on page 10). Silver Spur staff members will be in contact with you throughout the planning and implementation process to make sure that these milestones are met and that Silver Spur is ready for your arrival.

When you arrive on camp, staff members will assist you with checking your group in and will be available throughout your stay to help with your needs as they arise.

SUPERVISORS/COUNSELORS

Silver Spur recommends the following ratios of Supervisors/Counselors to campers. At least 80% of the Supervisors/Counselors used to meet the supervision ratios should be at least 18 years of age and all Supervisors/Counselors should be at least 16 years old and at least two (2) years older than the minors with whom they are working. Since Silver Spur is open to public access, it is recommended that Supervisors/Counselors accompany minors at all times. Supervisors/Counselors must be present any time younger guests are in camp facilities and should assist younger campers to be on time to all camp activities and help them with Dining Hall prep and cleanup.

Camper Age	Number Staff	Overnight Campers	Day-only Campers
5 years and younger	1	5	6
6–8 years	1	6	8
9-14 years	1	8	10
15-18 years	1	10	12

MEDICAL STAFF/SUPPLIES

Since Silver Spur does not have a full-time medical facility or staff, it is recommended that each Guest Group Leader secure the services of a Doctor, Registered Nurse certified in First Aid, CPR and Rescue Breathing to handle medical and/or emergency situations. It is also recommended that all medications be entrusted to the group's nurse or medical personnel for disbursement.

All groups must supply their own first aid supplies. The Guest Group Leader should bring a first aid kit suitable for most minor emergencies. The Guest Group Leader shall also ensure that all group members are in good health and free from infectious or contagious diseases and/or parasitic infestations prior to arrival and will be responsible for all medical and health issues and incidents during the Group's stay.

MEDICAL RELEASE

It is recommended that organizations utilizing Silver Spur facilities obtain a *Medical Authorization and Liability Release* form signed by each participant and/or at least one parent or legal guardian if the participant is a minor. It is recommended that any release authorize hospital, physician and/or emergency medical treatment for all injuries and/or illnesses and release the group from all liability for such treatment.

FACILITIES AND FURNISHINGS

A Silver Spur staff person will contact you during the planning process to help you determine your group's needs and schedule facilities best suited to meet those needs. During your stay, Silver Spur staff will be available to help with the setup of your designated facilities and will handle moving all Silver Spur furnishings and equipment.

Most audio-visual equipment is provided without charge. Some specialized sound and video equipment (i.e. LCD projectors) can be reserved for an additional charge.

As you plan your event and decorating needs, please keep in mind that the following activities are prohibited:

- Attaching any object to any camp premise by nail, screw, and/or staples. Only painter's tape may be used.
- Altering the layout of any facility by removing or relocating interior and/or exterior furnishings and/or equipment.
- Tampering with or removing windows or window screens from any part of any building.
- Removing pictures, mirrors or other decorations attached to walls.
- Accessing locked electrical and/or sound/media equipment.
- Using and/or unlocking common area doors which are to be locked or are in areas not contracted for your group's use.
- Forcing heater timers to stay on by use of tape or other method.
- Use of soap or oil on the lawns.
- Water balloons except as part of an organized activity. If used as part of an activity, group must pick up all balloon pieces and dispose of properly.

Also note that craft tables must be covered. Table coverings can be obtained through the office.

RECREATION

Silver Spur staff will provide you with an Activities & Recreation Information sheet detailing recreation opportunities and equipment provided onsite. Please note that recreation facilities are shared by all groups, however, Silver Spur staff will work with you to ensure that your group's recreational needs are met. Some activities require an additional fee.

SWIMMING POOL

Silver Spur's swimming pools are available for use from May 1 through September 30. The Silver Creek pool is available only to groups renting facilities at Silver Creek.

Groups must provide their own certified lifeguards. Per California state law, the ratio is one certified guard per 25 participants in the water. Guards must possess an American Red Cross Lifeguard Certificate, YMCA Swim Lifeguard Certificate, or other equivalent certificate.

In addition to lifeguards, groups must provide one adult supervisor for each 25 individuals in the pool area. The role of the adult

supervisor(s) is to monitor guest activity on the pool deck and to help insure that no more than 25 guests are in the water for each lifeguard on duty (see Pool Maximum Occupancies chart below). If the group is unable to provide adult supervisors, the number of individuals in the pool area (in the water and/or on the deck) will be limited to 25 individuals per lifeguard on duty.

Children under 7 years of age, regardless of their swimming ability, must be accompanied by an adult at all times in the water and on the deck. Children who cannot swim and children 7 years or older who are under 48" tall must be accompanied by an adult in the water at all times. Individuals accompanying children may not also serve as an adult supervisor as described in the previous paragraph.

Upon request, Silver Spur may be able to provide lifeguarding services if a qualified staff member is available. The group, however, is still responsible for providing adult supervisors in the ratios noted above.

P	ool Maxi	mun	n Oc	cupa	ncie	5	
Creek Pool			Lodge Pool				
	Adult Supervisors	None	One	Two	Three	Four	
1 Lifeguard	Max Guests in Pool	25	25	25	25	25	
	Max Guests Total	25	50	75	100	125	
2 Lifeguards	Max Guests in Pool	50	50	50	50		
	Max Guests Total	50	75	100	125		
3 Lifeguards	Max Guests in Pool	75	75	75			
	Max Guests Total	75	100	125			
4 Lifeguards	Max Guests in Pool	100	100				
	Max Guests Total	100	125				
5 Lifeguards	Max Guests in Pool	125					
.,,	Max Guests Total	125	A				

Lifeguards and Silver Spur staff are the only ones authorized to grant access to the pool areas. The following guidelines must be followed by guests when in the pool areas:

- No one is allowed in any pool area without a certified lifeguard on duty nor shall they enter any pool area by climbing over the
 fence.
- Lifeguards have complete authority in the pool areas and have the authority to ask anyone, including adults, to leave the pool area if they are behaving in an unsafe manner.
- Only modest swimming apparel is allowed at Silver Spur. If a female participant is wearing a 2-piece swimsuit that does NOT cover the midriff, we ask that they put a colored (not white) tank top or t-shirt over their swimsuit. Tankinis that cover the midriff are acceptable.
- With the exception of water in plastic bottles, food and drinks are not allowed inside the fenced pool area.
- Running, diving, dunking and horseplay including pushing or throwing other guests into the pool is prohibited.
- Lifesaving or pool cleaning equipment are to be used only by Silver Spur staff or on-duty lifeguard.
- Only Silver Spur approved recreation equipment may be used in the pool.
- Pool lights must remain on whenever the pool is open after dusk.
- Pool gates must be locked after each use.

WATERSLIDE

The Silver Spur waterslide is available May 1 through September 30 at an extra cost. Riders must be at least six years old and over 48 inches tall. The slide is not intended for individuals weighing over 240 lbs., pregnant women or persons with certain physical conditions. For the safety of guests, Silver Spur staff will monitor any and all waterslide activities. All applicable swimming pool guidelines will be enforced in the slide area.

CAMPFIRES

Campfires are allowed in the Amphitheater and Silver Creek fire pits only and will be setup by Silver Spur staff upon request. The Guest Group Leader will be provided with a fire starter bag at check-in.

GIFT AND SNACK SHOP

Silver Spur's Gift Store can be opened year-round during afternoon free times upon request. The Snack Shop may be available during the months of June, July, and August as well as weekends in May and September upon request.

LODGING DETAILS - SILVER SPUR LODGE AND SILVER CREEK

Lodging at Silver Creek and at the Lodge consists of traditional camp-style rooms that are modestly furnished with bunkbeds. Most rooms sleep six to eight individuals. Bathrooms and shower facilities are shared among several rooms. Please be advised that no other amenities are provided either in the rooms or bathrooms.

Guests provide their own bed linens/sleeping bags, toiletries, alarm clocks, hangers, reading lights, etc. The Guest Group Leader may also want to bring additional linens and/or sleeping bags perchance any of their guests forget to do so. Silver Spur may be able to provide a limited number of linen sets at an extra cost.

To prevent the possibility of fire, hot plates and appliances are not permitted in any of the cabins or guest rooms. Blow dryers are discouraged.

LODGING DETAILS - SILVER RIDGE

Silver Ridge sleeps 24 and features six bedrooms of varying capacities. Bedrooms have full size, bunk and/or twin beds and private baths. While linens are provided, guests must provide their own toiletries, alarm clocks, hangers, reading lights, etc.

LODGING ASSIGNMENTS AND FLOOR PLANS

When assigning rooms, the Guest Group Leader should keep in mind that each guest must be assigned to a single bed. To help in case of emergency, the Guest Group Leader will be expected to present an alphabetized list of all guests and their room numbers upon arrival. Silver Spur Lodge and Silver Creek may be shared with other groups. To protect the privacy of others, guests should always be respectful of areas designated for other groups.

MEALS

Most Guest Groups take advantage of Silver Spur's buffet style dining program. Age-appropriate menus are determined by Silver Spur's food service staff, and, although they provide variety, they allow for limited adaptation by group leaders especially if the dining area is being shared by multiple groups. Special dietary needs of individuals, however, may be accommodated with at least 14 day advance notice.

Breakfast is served from 8:00 a.m. to 8:45 a.m., Lunch from 12:00 p.m. to 12:45 p.m., and Dinner from 5:30 p.m. to 6:15 p.m. Meal starting times should be closely observed in order to ensure optimal service. Camp staff will ring a bell at meal times. For an additional fee, guest groups may have snacks catered at other times of the day. The location of such snacks may vary depending on group needs and the availability of suitable facilities.

Because of state health regulations, groups are not allowed to do their own cooking nor are they allowed to host pot-luck dinners. Exception is made only for day-use school groups that may bring sack lunches.

DINING ROOM OPTIONS

Self Service

Lodge and Silver Creek Groups are required to assign at least three (3) Dining Room Assistants to assist staff with dining room setup and cleanup. Dining Room Assistants should report to the appropriate dining area 30 minutes before each meal to help with setup and remain for 15 minutes after the meal to help with cleanup. The specific number of assistants needed will be determined based on final group size.

Full Service

Available at our Silver Ridge House only. Silver Spur will take care of the dining room setup and cleanup.

WRIST BANDS

For security reasons, Silver Spur will assign the Guest Group Leader color-coded wristbands for their group members. It is the Guest Group Leader's responsibility to ensure that their guests wear their wristbands throughout the duration of their stay.

TRANSPORTATION

Due to limited parking, it is recommended that groups travel by van, bus or carpool. Vehicles should not to be driven through the camp unnecessarily and drivers must adhere to all California laws and posted restrictions. Silver Spur cannot provide any form of public transportation. If you desire to host off-camp activities, you will need to make arrangements with a private transportation firm.

ANIMALS

Only Service Animals are allowed at Silver Spur. Service category pets include pets prescribed for Seeing/Vision Impaired, Therapy or Companion. All such pets must have a vest designating what type of service they provide.

Service animals are required to:

- Wear their service vest at all times
- Be in the guest's care at all times
- Be on leash when not in their lodging
- Be immediately cleaned up after

This policy also applies to guests who bring/lodge in RVs.

NEIGHBORS

The land surrounding Silver Spur is private and should be respected as such. Individuals trespassing on private property near the camp may be asked to leave the camp permanently.

INCOME GENERATING ACTIVITIES

Guest Groups may conduct limited income generating activities provided they do not compete with Silver Spur activities. Such activities must be approved in advance by Silver Spur.

USE OF THE SILVER SPUR NAME

Silver Spur's name may be used for the purpose of referencing the location of the Guest Group's event. Unless authorized by the camp, however, the Guest Group agrees that it will not use the name Silver Spur Christian Camp & Retreat Center in any printed material, brochure, mailer, web site, or similar items in a manner that infers that the camp is a sponsor or co-sponsor or is in any way affiliated with the Group unless such use is previously approved by the Silver Spur Executive Camp Director.

CONFIRMING YOUR EVENT

CONTRACT

Once you have determined that you would like to use Silver Spur's facilities for your event, please contact Silver Spur. A Silver Spur representative will discuss your facility needs and prepare a *Contract Summary*. The *Summary* will itemize the minimum fees for lodging, facilities and/or meals for which you will be responsible.

Once Silver Spur has confirmed that Silver Spur can meet your group's needs, the *Contract Summary* will be forwarded to you along with a *Facilities & Services Agreement*. The *Agreement* will serve as a legally binding agreement between you/your organization and Silver Spur stating your contracted minimums.

By signing the *Agreement*, you will be agreeing to pay the minimum contracted amount plus any additional amounts that may become due because of increased attendance or because of the use of additional facilities, equipment, etc. Because of this, <u>you should be as realistic as possible when contracting the minimums for your event.</u>

Reductions to the contracted minimum amount and/or cancellations are possible only if Silver Spur is able to arrange a replacement group generating comparable income for the selected dates and facilities.

If the Group chooses not to utilize any or all contracted facilities or lodging, and/or chooses not to eat any contracted meals after the group's arrival, there will be no reduction of fees below the agreed upon minimum.

Silver Spur will be agreeing to provide the minimum contracted facilities and services plus it will summarize the maximum number of meals and/or lodging that Silver Spur will set aside for your group perchance you exceed your minimums. If, for any reason, Silver Spur is required to make a facility change after the signed *Facilities & Services Agreement* has been received, the Guest Group will pay the lesser amount between the contracted facility and the facility utilized. If Silver Spur is negligent in providing contracted services or equipment, reimbursement may be negotiated.

You will have 10 business days to sign and return the *Agreement* to Silver Spur with the required deposit or your requested dates will be released.

FEES AND CHARGES

You may request a rate sheet, however, due to the complexity of the Silver Spur pricing structure, most groups find it easier to obtain an estimate by calling Silver Spur. An estimate will be provided based upon lodging, facility, meal and recreational needs.

DEPOSITS AND PAYMENTS

An initial deposit is due at the time the *Facilities & Services Agreement* is returned to Silver Spur. The initial deposit shall be twenty percent (20%) of the contracted minimum amount, but not less than \$100.00.

<u>Full payment of the balance of the contracted minimum is required before arrival as per the terms listed below.</u> Access to Silver Spur facilities will not be granted until payment is received. Groups may make payment prior to scheduled dates.

- 40% of minimum contract due 30 days prior to arrival.
- 40% of minimum contract due upon arrival.
- All additional fees resulting from increased attendance or contract changes are due within 15 business days from the date that a final invoice is issued.
- Interest charges may be assessed from the due date on any unpaid balance.

CONTRACT ADDITIONS

Additional lodging, meals, meeting space, etc., may be requested after a *Facilities & Services Agreement* has been signed. Silver Spur can only honor such a request if ample facilities are available. A supplemental written agreement may be required.

INSURANCE

Guest Groups must submit an insurance certificate with the signed *Facilities & Services Agreement*. The certificate must evidence liability insurance for all of the Group's members, including not less than \$1,000,000 bodily injury and \$300,000 property damage or single limit coverage of not less than \$1,000,000.

The certificate should name Silver Spur Christian Camp & Retreat Center as an additional insured and should include the dates of coverage for your event. An insurance rider usually can be provided through an existing business/organizational policy. The Guest Group Leader agrees to provide Silver Spur immediate notice of any cancellation or modification of the required coverage.

WHEN YOU ARRIVE

ARRIVAL TIME

Your arrival time will be worked out with Silver Spur's staff and will be noted on the Facilities & Services Agreement. The arrival and

departure times will be determined based upon the type of event being conducted and availability of facilities.

For groups using camp lodging, please note that if your arrival time is scheduled prior to 3:00 p.m., your guests will not be able to check into their rooms until after 3:00 p.m. due to cleaning schedules.

For security reasons, guests are not allowed to arrive after 10:00 p.m. unless previous arrangements have been made.

CHECK-IN

Unless other arrangements have been made, the Guest Group Leader should check in with the designated Silver Spur staff person in the Silver Spur office upon arrival to discuss any last-minute changes; present lodging assignments; pick up extra linen sets and make any required payments.

A location for individual check-in will be assigned to each group. The Guest Group Leader is solely responsible for checking in their individual group members. Depending on the time of day, guests arriving during the event will be directed to the assigned registration area.

It is highly recommended that the Guest Group Leader arrive earlier than the group to make the necessary arrangements and set up their registration area. Since no buildings will be opened until the Leader has officially checked in, arriving early will ensure that the group's guests will not be detained in their personal check-in. The Leader may post directional signs for their guests provided that any signs are removed before the group's departure.

PERSONAL CONDUCT

Guest Group Leaders should do nothing by word or act, nor allow any of their guests to do likewise, anything that will detract from the mission of Silver Spur Christian Camp & Retreat Center. All individuals will abide by California law, federal law, and camp regulations regarding public behavior, sanitation, fire hazards, and conservation of natural resources.

In addition, the Guest Group Leader should convey to their guests that the following activities are strictly prohibited on camp:

- The possession and/or use of alcohol and/or controlled substances. Tobacco products may be used outdoors only in designated areas with ash trays/cans.
- Possession of firearms, weapons, ammunition, fireworks, explosives, and/or highly flammable materials.
- Use of silly string or sidewalk chalk
- Use of candles, matches or any type of open flame within buildings.
- Profanity, immoral conduct and/or excessive noise.
- Gambling.
- Food fights.
- Riding of bicycles and skateboards.
- Removing mattresses from rooms/cabins.

Failure to abide by these rules of personal conduct may result in warning and/or expulsion from Silver Spur property.

PARKING

Cars must be parked in designated areas. RV's must be preapproved by Silver Spur staff and must park in designated RV spaces. Silver Spur staff should be consulted regarding parking of busses at the time of arrival. Silver Spur is not responsible for theft or damage to vehicles.

MAIL FOR PARTICIPANTS

Incoming mail will be delivered to the Guest Group Leader as soon as is practical upon receipt from the Postal Service (usually late afternoon). Outgoing mail can be deposited at Silver Spur's office between 9:00 a.m. and 12:00 p.m. Monday through Friday.

Please instruct persons sending mail to your guests to put attention the name of YOUR ORGANIZATION on the envelope so when mail arrives, they can be located easily.

The address should read: Silver Spur Camp

Attn: YOUR ORGANIZATION NAME

17301 Silver Spur Drive Tuolomne, CA 95379

EMERGENCIES

Should an accident or other emergency arise:

- If the emergency involves personal injury, stabilize but do not move the victim and notify your medical team.
- If the emergency is serious and/or life threatening, dial <u>9-911</u> from any camp phone. Camp phones are located directly outside the Lodge Lobby doors, outside the meeting hall at Silver Creek and in Silver Ridge. Due to limited cell phone coverage, it is suggested that the Guest Group Leader become familiar with all phone locations.
- Wait for the emergency teams to arrive. They are best suited to provide emergency medical attention. Please note that the fire truck often arrives before the ambulance and emergency medical crew.
- A Silver Spur staff person should be contacted in the camp office or by calling extension 102 from a camp phone once the situation is under control so that an incident report can be completed.

For other serious illnesses or injury, contact the following. Transportation for ill or injured guests must be provided by the Guest Group.

Sonora Regional Medical Center 1000 Greenley Rd Sonora, CA 95370 (209) 536-3514

FIRE DRILL AND EVACUATION

Upon arrival, the Guest Group Leader will be familiarized with Silver Spur's fire notification procedures and evacuation plans. It is the Guest Group Leader's responsibility to communicate this information to their participants. If your group will be onsite more than two days, Silver Spur will work with you to conduct a fire drill within the first 24 hours of your visit.

MISSING PERSONS

In the event, one of your guests appears to be missing, contact your leadership and friends to ascertain when he or she was last seen and what he or she was wearing. It may also be helpful to know the participant's mood (angry, upset, homesick, etc.). Check the guest's room to see if clothing or baggage has been taken.

If the person is not located, obtain the assistance of Silver Spur staff to search the camp. If the participant is not found after a reasonable time, Silver Spur staff will contact the local sheriff's office.

QUIET HOURS

Quiet hours are from 10:00pm-7:00am. No amplified sound or intentional loud noises outside after 10:00pm. This is a courtesy to groups that may be using other areas of the camp, and to our neighbors.

WAKE UP CALLS

There are NO Wake Up Calls. Campers should bring an alarm. Out of respect for other Silver Spur guests, staff and students who may be on a different schedule, please refrain from any public wakeup calls of your own design.

COPIES/FAXES

The Guest Group Leader and/or his designated representative(s) will have access to fax and copy services located in Silver Spur's office between 9:00 a.m. and 4:00 p.m. Monday through Friday. Prices vary based upon volume and payment must be made at the time that services are rendered. If your group will need to utilize the copier, a list of designated staff should be presented to Silver Spur upon arrival.

DAMAGE

The Guest Group Leader is responsible for the conduct of their guests. Any damage resulting from guest activity, whether intentional or accidental, is the responsibility of the Guest Group Leader. Typically, any fees assessed to pay for damage will be based upon a fair estimate for repair. Certain activities, however, will result in predetermined fees as follows:

•	Smoking/fumigation charges per room	\$100.00
•	Setting off fire alarms	\$100.00*
•	Tampering with any electrical or emergency equipment	\$100.00*
•	Discharging fire extinguishers	\$50.00*
•	Damaged linens	\$25.00

^{*} Fee charged in addition to actual repair costs if device damaged.

CHECK-OUT

A group check-out time will be noted on the *Facilities & Services Agreement*. The Guest Group Leader should schedule all activities so as to allow for all members of the group to be off of the Silver Spur property by the scheduled time.

Guests using lodging facilities are to vacate their sleeping quarters prior to breakfast on the designated date of departure. Rooms must be left clean. Mattresses should be tilted on their sides to ensure that trash and personal items have been collected, trash should be deposited in the proper receptacles and floors should be swept. Areas around lodging and meeting facilities should be canvassed for trash.

Silver Spur will not be held responsible for any personal items left in any rooms after check-out time. Any personal articles left in lodging or other facilities after the appropriate check-out times will be removed to a central storage location thereby allowing Silver Spur staff adequate time to prepare for the arrival of the next group.

As your event/conference draws to a conclusion, <u>but before leaving the property</u>, the Guest Group Leader should contact the Silver Spur office to discuss any final billing information including final counts, additional charges, fees for damage, etc. <u>Failure to do so will result in an implied agreement on the part of the Guest Group Leader to pay any final invoice issued by Silver Spur.</u>

AFTER YOU LEAVE

FINAL PAYMENT

A final invoice will be sent to you shortly after the end of your event. You will have 15 business days from the date issued in which to make your final payment.

By signing an Agreement, the Guest Group agrees to reimburse the camp for all reasonable collection costs, including professional fees and other expenses incurred in collecting fees and charges, whether or not any legal action is taken should the need arise. In the event legal action is taken to enforce any portion of any Agreement, including but not limited to the collection of fees and charges, Silver Spur will be entitled to costs and attorney fees, including trials and appeals.

LOST AND FOUND

If lost items are found, Silver Spur will make every effort to identify the owner and return the items if ownership can be determined. If items must be mailed or shipped, the Guest Group will be responsible for any costs of shipping. Lost and found items will be held for sixty (60) days. After that date, all items will be donated to a compassionate ministry of Silver Spur's choosing.

FOLLOW-UP

During the course of your event, please feel free to have your Guest Group Leader contact Silver Spur if there are any questions or concerns. After the event, Silver Spur would appreciate hearing about how your experience went.

EVENT MILESTONES

Once you have contracted your event with Silver Spur Christian Camp & Retreat Center, it is important to keep the following events in mind:

10 business days after receipt of Facility and Services Agreement

Return contract with 20% deposit Return proof of insurance

30 days prior to arrival

Submit second payment Submit event/conference schedule Return completed floor plans Return equipment request form

At check-in

Submit third payment*
Submit lodging lists

At Check-out

Return all equipment Discuss final billing

15 business days after departure

Make final payment Return evaluation form



^{*} Please remember that access to Silver Spur facilities will not be allowed until payment has been received for the entire contracted minimum prior to check-in.