

LETTER OF AGREEMENT & RULES AND REGULATIONS
NON-SCOUT GROUP USE OF CAMP/FACILITIES

1. The rental group agrees that the group will abide by any and all the Rules and Regulations for Use of Scout Properties and instructions of the Camp Ranger and/or a designated camp/local council management team member.
2. The rental group agrees to provide at least one adult leader (defined as 21 years of age or older) for every ten (10) members of its group below the age of 21 years; at least one of the said leaders must be present with the group at all times while at the facilities or in camp.
3. While Scouting makes every effort to accommodate all persons with disabilities, the Boy Scouts of America is a charitable, private organization not subject to the ADA, and any group who uses the facilities or camps is responsible for ADA compliance and any accommodations necessary for its participants and attendees.
4. The local council Scout Executive (hereby referred to as the "Scout Executive") or his/her designee is responsible for granting permission to use local council property, for the rules and regulations governing such use, and for the rental charges to be paid. Local council property will be rented for other than Scouting purposes only when there is no interference with Scouting activities.
5. Application for use of council facilities is to be made to the Scout service center. Payment will be made to the local council at least one week in advance; otherwise, the use may be cancelled at the discretion of the Scout Executive or his/her designee. In addition, if there is any reason to believe that the use may involve damage beyond that of ordinary wear and tear, the Scout Executive may require advance payment against loss. The Scout Executive also reserves the right to revoke the reservation for cause.
6. The Letter of Agreement for Non-Scout Use of Council Property must be submitted to the Scout service center prior to the date of the use of any camp or facility, along with a certificate of insurance with no less than \$1,000,000 per occurrence with a general aggregate of \$2,000,000 naming Western Massachusetts Council, Boy Scouts of America, and the National Council, Boy Scouts of America, named as additional insured (Remarks section to read, "Western Massachusetts Council, Boy Scouts of America, and the National Council, Boy Scouts of America, named as additional insured on a primary and non-contributory basis to include waiver of subrogation in regard to general liability as required by written contract or agreement."), and a Hold Harmless Agreement. Approved copies will be returned as your authority to use the camp or facility.
7. Smoking or tobacco use in any part of the Scout facilities or camp is prohibited, and alcoholic beverages or illegal drugs are not permitted at any Scout facility or camp property. No Pets, (Dogs, Cats etc.) will be allowed on the Camp Property. No portable equipment shall be taken from camp or facilities' premises.
8. The application does not permit use of any machine, apparatus, equipment, or tools owned by the local council except as specified in the Letter for Use of Council Property or Reservation System.
9. Applicants shall confer with the appropriate Scout service center staff to obtain permission to bring materials to rented spaces. The local council assumes no responsibility for damage to property of others.
10. It is understood and agreed to by both parties that the rental group will have sole responsibility for their leader and participant selection; safety evacuation or emergency procedures; provision of equipment and supplies.
11. It is understood and agreed to by both parties that the rental group will abide by any and all of the camp operating and health and safety rules and regulations. All laws regarding public assemblies and local council rules and guidelines must be strictly followed.
12. Any camp or facility used by the applicant will be examined carefully after use, and the applicant agrees to leave the areas (s)he has used in clean condition, and promptly make good for any loss or damage occurring during the applicant's use of said area, normal wear and tear accepted.
13. Any decorations, or equipment of the renter must be promptly removed from the facilities or camp after the rental so as not to interfere with the Scout or other activities. If there is a delay, the removal will be made by the local council at the expense of the renter.
14. It is understood and agreed to by both parties that this agreement does not in any manner purport to convey any right, title, or interest in or to the Horace A Moses Scout Reservation land.
15. In the event of any dispute or controversy regarding the meaning of anything contained in these rental documents and/or Rules and Regulations, the decision of the Western Massachusetts Council will be final.
16. In addition, the local council rules and guidelines must be strictly followed.

I, _____, hereby acknowledge that I am the party responsible for the use of the facility or camp described in the attached application. I further acknowledge that I have reviewed and understand the rules and regulations contained herein and agree to comply with all. I understand that failure to comply with the aforementioned rules will jeopardize my future opportunities to use the local council facilities and/or camps.

Signature of the Rental's Responsible Party

Date

Signature of Scout Executive (or his/her designee)

Print Name

Local Council Job Title

Date

ORGANIZATIONAL HOLD-HARMLESS AND INDEMNITY AGREEMENT

_____ shall indemnify, hold free and harmless, assume liability for, and defend the Boy Scouts of America, Western Massachusetts Council, and Scouting’s chartered organizations, and any of their affiliates, agents, servants, employees, officers, volunteers, and directors from any and all costs and expenses, including but not limited to, attorneys’ fees, reasonable investigative and discovery costs, court costs, and all other sums that the Boy Scouts of America, Western Massachusetts Council, or Scouting’s chartered organizations, and any of their affiliates, agents, servants, employees, officers, volunteers, and directors incur as a result of any demand for claim or assertion of liability under any municipal, state or federal law or cause of action, including any action under the Americans with Disabilities Act, arising or alleged to have arisen out of any act or omission of, or any use of real or personal property belonging to, the Boy Scouts of America, Western Massachusetts Council, or Scouting’s chartered organizations, and any of their affiliates, agents, servants, employees, officers, volunteers, and directors.

Name of Rental Group or Organization

Name of Contact Person

Signature

Date

Title