

MUCC Cedar Lake Outdoor Center

LICENSE PROVISIONS

A PURPOSE

The provisions herein described and as developed by MUCC are for the purposes of providing the best possible outdoor experience. The provisions, regulations and rules may be amended at the discretion of MUCC and shall therein be binding on all parties affected. The application must be accepted by MUCC to be final.

B LICENSE RATES

All property rentals are based on a 24 hour period and include a mandatory camp host fee of \$50. This includes check in/out and on call emergency services.

The License Agreement allows the licensee the use of the designated buildings and cabins subject to the approval of MUCC and as determined by their lease. The Cedar Lake Outdoor Center is to be used in a responsible and respectful manner, and under proper supervision. Charges and fees for the site include the License fee, electricity and gas. The charges and fees do not include phone, equipment or staff.

C Equipment and Instruction Fees

1. Fishing Equipment (10 Poles, Tackle): \$25/Day
2. Canoe Rental per boat (Boat, Life Jackets, and Paddles): \$10/Day/Boat- Please note that all adults and youth using boats are REQUIRED to be in a lifejacket at ALL TIMES while on the water.
3. Archery Equipment 4 hours usage with instruction and range supervision (6 Bows, Arrows, Targets, Certified Instructor): \$225- Please note all archery activities must be conducted by a certified NASP/IBEP instructor provided by MUCC. **Independent usage of this range is NOT PERMITTED.**
4. Additional educational programming is available upon request with cost being determined by services provided.

D ARRIVAL AND DEPARTURE

1. **Check-in time is 4:00 p.m. or later** on the first day listed on the License. There will not be any check-ins permitted after 8:00 p.m. Only one adult is required to take responsibility of the center. The same person should be at check-in and check-out times.
2. If arrival time must be changed, contact the Facility Manager at least 24 hours in advance.
4. **Check-out time is no later than 12:00 p.m.**
5. An inventory checklist must be covered with the facility director, signed by the adult representative and kept on file after check-out.
6. Facilities must be clean at time of check out or the security deposit will be reduced/forfeited to cover cleaning costs.

E PETS

There are no pets allowed at the Center other than those required by law such as service dogs.

F DAMAGE CHARGES

1. **Minor Damages.** A charge of \$50.00 per hour plus materials will be made for repairs or replacements of lost or broken items.
2. **Major Damage.** The Facility Manager will make arrangements to have repairs made and the group will be billed directly for those repairs.
3. **Damages.** Damages incurred are referenced with the inventory checklist.

G MANUAL

MUCC can provide upon request a manual that shall contain information and instructions to inform the Licensee about the facility and area amenities.

H LIABILITY INSURANCE

The licensee shall provide to MUCC a copy of their Certificate of Liability Insurance and/or an endorsement (at the sole discretion of MUCC) in the amount of \$1,000,000.00. The certificate/endorsement shall have the following as additional insured: **MUCC** (and its officers, directors, employees and agents; Michigan Out-of-Doors Camp for Kids; the Institute for Conservation Education) and the **State of Michigan** (its departments, divisions, agencies, sections, commissions, officers, employees and agents.) The licensee promises and covenants to indemnify MUCC and the State of Michigan, including but not limited to the Michigan Department of Natural Resources, as to all liability, claims, damages or attorney fees. Licensee shall provide MUCC with a copy of the certificate or endorsement prior to occupying the Center.

I MUCC LIABILITY

MUCC will not be liable to the Licensee, his employees, his agents or his guests for any damage, loss, or injury from any cause whatsoever.

J CANCELLATIONS

Cancellation of reservations must be made 30 days prior to the arrival date as listed on the License or the deposit will be forfeited. MUCC will be guaranteed a minimum number of nights use listed in the License if cancellation occurs within 30 days of the arrival date and a comparable replacement group cannot be found.

K FIREPROOFING AND SAFETY

No gasoline or explosive material is permitted at the facility. Each Licensee is charged with knowledge of all laws, ordinances, and regulations pertaining to health, fire prevention, and public safety while at the facility.

L GENERAL

1. No use of the center will be made without first obtaining a License. Permits may not be transferred or neither sublet, nor profit making enterprises be undertaken in connection therewith.
2. MUCC SHALL BE KEPT SAFE AND HELD HARMLESS FROM ANY CLAIMS FOR DAMAGE OR INJURY TO PERSONAL PROPERTY RESULTING FROM ANY OPERATING UNDER OUTDOOR CENTER PERMITS.
3. Licensee or their representative must accompany the Center Manager or their representative to inspect buildings, equipment, and grounds prior to occupancy and at the time of departure. Charges for damages (if any) will be estimated at time of check-out. A work crew should be available to take care of any necessary clean up after the departure of the main group.
4. Motor vehicles shall only be used on entrance roads and parked in parking areas provided. Only in case of emergency will vehicles be allowed in other Center areas.
5. Personal or organizational equipment shall not be left at the Center at any time other than during permit dates without approval. In such instances, MUCC shall not be responsible for such materials.
6. Use of major electrical appliances must be cleared with the Facility Manager prior to arrival.
7. Usage of beachfront and waterfront is permitted assuming all activities are controlled and supervised by lessee staff. MUCC HIGHLY recommends usage of a certified lifeguard at the waterfront and will not be held responsible for injury or death resulting from waterfront use.
8. Outdoor fires are permitted only in approved or designated sites. No fires shall be left unattended. Fires shall be kept at a controllable and responsible level. Burning of trash and other inappropriate material is strictly prohibited.
9. Center shall not be used for persons over capacity as shown on License. The Facility Manager or their representative has authority to turn away extra persons.
10. Center shall be kept in a neat and orderly condition at all times. Buildings are to be cleaned and grounds policed of litter daily.
11. Licensee shall provide minimum supervision of at least one adult per 6 campers 6-8 years of age, one adult per 8 campers 9-14 years of age, one adult per 10 campers 15-18 years of age, and other necessary personnel for all phases of the camp program at all times.
12. Center is subject to inspection at any time by the facility director or their representative or by authorized representatives of other state departments, or by MUCC.
13. The Licensee is required to furnish the facility director with a current registration list of all campers and staff/leaders.
14. All groups utilizing the Center **for more than four days** for children's camp (less than 18 years of age) must have the required Department of Human Services license. www.michigan.gov/dhslicensing
15. No alcoholic beverages are allowed at the Center
16. Tents are prohibited unless cleared by the facility director prior to arrival.
17. All furniture and equipment are not to be moved without facility approval.

M REVOCATION OF LICENSE

This License may be revoked at any time, at the sole discretion of MUCC, without notice and for any reason whatsoever.

N CARE OF THE BUILDING AND EQUIPMENT

Licensee shall not injure or deface the walls, floors or any other part of the buildings nor the equipment, furnishings, or fixtures. No appliance, machinery, booths or other apparatus shall be nailed to the doors, walls, pillars, posts, decorations or any other part of the center. When such damage appears, the Licensee is liable for the damages.

O SIGNS

All signs are subject to approval of MUCC.

P CONTRACT REGULATIONS

By signing a License Application, the Licensee agrees to abide by all rules, regulations, and decisions of MUCC.

Q THERE WILL BE NO SMOKING PERMITTED IN ANY BUILDING AND OUTDOOR SMOKING SHALL BE RESTRICTED TO DESIGNATED AREAS AS AGREED TO WITH THE CENTER HOST