

Michigan Department of Education - Low Incident Outreach (MDE-LIO)
Camp Tuhsmeheeta
USE AGREEMENT

The **USER** groups agree as follows:

- A. DESCRIPTION OF CAMP TUHSMEHETA PREMISES:** The MDE-LIO allows the aforementioned group to use the grounds and facilities on the campus of Camp Tuhsmeheeta located at 10500 Lincoln Lake Road, Oakfield Township, Kent County, Michigan.
- B. CONDITION OF PREMISES:** The MDE-LIO assures that the Camp T premises are at the time of this use agreement in good order, repair, and in a safe, clean, and usable condition. **USER** represents that it is using the Camp T premises in its "as is" condition, and agrees to maintain the premises in its present condition. To that end the following conditions will need to be followed:
- Bunk beds and dressers should not be moved without prior approval of the Camp Tuhsmeheeta staff.
 - All arts and crafts involving plaster, clay, paints, glitter, etc. must be confined and used at the Jack Pine Arts and Crafts Pavilion.
 - Activity cleanup is the responsibility of the **USER** group. General facility cleanup is the responsibility of Camp Tuhsmeheeta staff.
- C. TERM:** The term of the use agreement is from 3:00 pm check in to 10:00 am checkout for dates as referenced on the Camp T web based reservation system.
- D. SERVICES BY the MDE-LIO:** The MDE-LIO shall provide the following.
- Indoor heating and cooling (A/C is not available in the cabins.)
 - Electricity (where currently installed)
 - Water and sewer
 - Building(s) maintenance
 - Grounds maintenance
 - Weekly trash and rubbish removal from a central dumpster
 - Replacement of light fixture tubes and bulbs
 - Pest Control
- E. BEHAVIOR OF GROUPS:** Group leaders are required to monitor the activities of their groups including any social guests. Standard campus rules apply to all camp visitors and staff, including all federal, state and local laws. Campus rules include:
- No Smoking
 - No Alcohol or drugs
 - No Firearms are allowed on the premises.

- No bullying, coercing, hazing or horseplay (including food fights or other bunk room horseplay).
- Group leaders shall handle all illegal activity to the extent of the law. A written record shall be provided to Camp Tuhsmeheeta Staff.
- In the judgment of Camp T department staff, if any violation is deemed significant, the State of Michigan, Department of Education has the right to terminate this Use Agreement. Upon termination, **USERS** will be required to vacate the premises immediately.

Note: General rules and regulations for camp usage are in the policies section of the Camp T website at camptuhsmeheeta.org/policies. **USER** groups must assure that all campers are aware of the rules outlined in the policies.

F. HIGH ADVENTURE ACTIVITIES such as:

SWIMMING

BOATING

WATERCRAFT

CLIMBING TOWER

ARCHERY ACTIVITIES

- Adequate adult supervision is required for all high adventure activities.
- A certified lifeguard is required for swimming and boating.
- All waterfront equipment and watercraft must be returned and secured in its proper location.
- Camp Tuhsmeheeta's Parental Consent Form needs to be completed for each archery or climbing tower participant.

G. USER FEE: A nominal fee covers the cost of food and lodging. Pricing and reservation details can be found on the Camp T website at camptuhsmeheeta.org/pricing-reservations.

Non-educational groups or adult groups (with or without children) shall be assessed a use fee with payment in advance based upon initial reservation count. Final actual count for non-educational related groups or adult groups (with or without children) with any additional payment due shall be made within 24 hours of the event starting.

There are no refunds.

Credit cards are the only payment method accepted.

Reservations are only accepted on the Camp T website at camptuhsmeheeta.org/pricing-reservations/reservation.

- H. ALTERATIONS:** No alterations, modifications, or improvements shall be made to the Premises.
- I. LATE ARRIVAL or NO SHOW:** Should a group be arriving late, group leader is requested to contact Camp Tuhsmeheeta staff and communicate the late arrival. Any group with a “No show” greater than 24 hours automatically forfeits its entire reservation and refund.
- J. DAMAGE AND REPAIRS: USER or USER** groups shall reimburse the State for any repairs to the Camp Tuhsmeheeta premises resulting from damage that exceeds the normal wear and tear expected from the lawful and proper use of the premises.
- K. INDEMNIFICATION: USER** hereby expressly agrees to hold harmless, defend, and indemnify the State, its agents and employees, from and against any and all claims, costs, losses, suits, demands, actions, liabilities, damages, causes of actions or judgments which may in any manner be imposed on or incurred by the State, its agents and employees, for any bodily injury, loss of life, and/or damage to property, including the State's agents, employees, and property, resulting from, arising out of, or in any way connected with the **USER’s** Use Agreement of the Camp T premises.
- L. LIABILITY INSURANCE: USER** groups shall maintain general premises liability insurance for the premises identified as Camp Tuhsmeheeta. Such insurance shall provide full coverage for the **USER**, the State, and their respective agents and employees and which protects against all claims, demands, actions, suits, or causes of action, and judgments, settlements or recoveries, for bodily injury or property damage arising out of a condition of the Camp Tuhsmeheeta premises. The **USER** agrees to maintain minimum policy limits in the amount of \$500,000.00 per occurrence for property damage, and \$1,000,000.00 per occurrence for bodily injury, with a \$2,000,000.00 aggregate. If requested, the **USER** shall provide to the State a certificate of insurance listing the State, its several departments, boards, agencies, commissions, officers, and employees as additional insured. **USER’s** failure to obtain and maintain proof of the liability insurance described above does not waive the **USER’s** responsibilities as listed above.
- M. CHILD WELFARE / PROTECTION:** Through this Use Agreement, the **USERS** shall ensure all adults working with, living with and/or supervising children on Camp Tuhsmeheeta property are checked through the Michigan State Police or the equivalent law enforcement agency from the state, Canadian province, or other country where the person usually resides (i.e. ICHAT). Also, **USERS** should have documentation from the Michigan Department of Human Services, the equivalent state or Canadian provincial agency, or equivalent agency in the country where the person usually resides, that any person age 18 or over has not been determined to be a perpetrator of child abuse or child neglect. **USERS** will be required to provide criminal history information to Camp Tuhsmeheeta staff if so requested.

Should it be found that the **USER** has failed to comply with all applicable (including but not limited to all environmental) laws, regulations, and codes and permits necessary in connection with its use of the premises commonly known as Camp Tuhsmeheeta, the Department may immediately terminate this Use Agreement.