



MOUNTAIN POINTE CAMP AND CONFERENCE CENTER
Bethel in the Hills

11134 Dorothy Lane
Frazier Park, CA 93225-9631
661 775-0770

Ministry of the Pentecostal Church of God, Southern California District, Inc.

Camp & Retreat Center Use Agreement

Basic Information

Name of Renting Group/Organization (the "Group"): _____

Group Leader/Contact: _____

Email _____ Phone _____

Mailing Address _____

Group Age Range _____ Est. of Total Expected on Campus _____ (Maximum 300)

Arrival Date & Time: No earlier than 3:00 pm on _____

Departure Date & Time: No later than Noon on _____

(Early Arrival or Late Departure will result in added fees charged)

PLEASE MAKE ALL CHECKS PAYABLE TO: PCG SOCAL DISTRICT, INC

MAIL CHECK AND SIGNED AGREEMENT TO: PCG SOCAL DISTRICT, INC
P.O. Box 21807
Bakersfield, CA 93390

Terms and Conditions of Use

1. Agreement. Subject to the terms and conditions of this Camp & Retreat Center Use Agreement (this “Agreement”), the Pentecostal Church of God, Southern California District, a California non-profit corporation (“PCG”) grants to the Group the right of admission to the Mountain Pointe Camp and Conference Center (the “Camp”) and to occupy the Camp during the Term (as defined below). This Agreement is binding on the Group and each of the permitted members of the Group (collectively, the “Guests”).

2. Term. The Term of this Agreement will commence on the Arrival Date and Time and end on the Departure Date and Time, as specified in the Basic Information page (the “Term”). This Agreement expires at the end of the Term and the Group will have no rights to hold over for any period of time outside the Term.

3. Fees and Costs. The Group will pay the fees and costs described on in the **Fees and Costs Addendum** to this Agreement.

4. Deposit. As provided in the Fees and Costs Addendum, a Deposit is due upon execution of this Agreement in order to secure the use of the Camp. The Deposit will be held by PCG and may be used by PCG to offset (a) any unpaid fees or costs, (b) damage caused by the Group or its Guests, (c) costs to clean the Camp or to bring the Camp to the condition it was at the commencement of the Term, and (d) any breach of this Agreement by the Group or its Guests. Following the Term and after the Group has vacated the Camp, PCG will refund any unused portion of the Deposit to the Group within ten business days after the expiration of the Term.

5. Use. The Group may use the for the sole purpose of hosting a retreat for its Guests and otherwise enjoying the Camp and its Common Facilities (as defined below).

6. Compliance with Rules and Regulations. The Group must comply with this Agreement and all laws, ordinances, orders and regulations of any lawful authority having jurisdiction over the Camp and the use thereof. In addition, the Group must comply with all rules and regulations promulgated by PCG, as the same may be amended by PCG at any time in its sole and absolute discretion. PCG’s current rules and regulations are attached in the **Rules and Regulations Addendum to this Agreement**. PCG may, in its sole discretion, request that any Guest or Group leave at any time for conduct or safety in conflict with this Agreement, including the Rules and Regulations Addendum, without a return the Deposit or any Fees or Costs.

7. The Group’s Obligations. The Group will use the Camp in a manner which is safe, orderly, lawful, sanitary, and respectful of the Camp, along with other groups and all guests at the Camp. In addition to this general obligation and the other obligations set forth in this Agreement, the Group must do all of the following:

a. Pay the Deposit, the Fees and Costs, and all other charges when due, time being of the essence.

b. Assure that all obligations of this Agreement, including, without limitation, the Rules and Regulations, are understood by all Guests, including children. The adult members of the Group will monitor and supervise all minor members of the Group to ensure that the minors abide by the requirements of this Agreement.

c. Not enter closed areas of the Camp.

d. Abide by all directions of PCG staff and obey all signs and signals in and on the Camp.

e. Notify PCG of any behavior which is dangerous or outside the mission of PCG.

f. The Group may not permit anyone acting by, through or under the Group, to bring hazardous materials into the Camp, and if hazardous materials are brought into the Camp by the Group or anyone acting by, through or under the Group, the Group shall promptly remove or remediate the same

8. Condition of Camp. The Group acknowledges and agrees that the Camp is being rented “AS-IS” and “WITH ALL FAULTS.” PCG makes no warranty as to the condition of the Camp. The Group must return the Camp to PCG in the same condition as prior to the Term, including cleaning of the Camp, the Common Facilities, and trash removal. The Group must remove all personal property which the Group or its Guests have placed or allowed to be placed in or on the Camp. Any property not removed by the expiration of the Term will be deemed abandoned and may be disposed of by PCG in any manner whatsoever.

9. Camp Facilities. The Group may use the Camp’s common facilities, features and attractions (the “Common Facilities”) as shown on the Fees and Costs Addendum. Some Common Facilities may incur an additional cost as described in the Fees and Costs Addendum. Because of varying numbers of guests, maintenance requirements, and weather, there is no guarantee of availability of all or any of the Common Facilities, and no offset to the Fees or Costs will be made on account of the unavailability of any of the Common Facilities.

10. Required Certificates. Within thirty days before the commencement of the Term, the Group must provide: (a) a Food Service Certification in accordance with California law and regulations, (b) evidence of a certified on-site medical supervision in accordance with California law and regulations, and (c) evidence of a certified life guard (if the Group or its Guests plan to use the pool facilities) in accordance with California law and regulations. The Group’s failure to timely provide all of the above required certificates will result in the termination of this Agreement and a forfeiture of the Deposit.

11. Insurance. During the Term, the Group must obtain, at its own expense, liability insurance insuring the Group and its’ Guests against liability for bodily injury, property damage

and personal injury in the amount of not less than \$2,000,000 per occurrence (the "Liability Insurance Policy"). The Liability Insurance Policy must be primary and non-contributing. PCG must be named as an additional insured on the Liability Insurance Policy. Proof of insurance as described above, must be provided to PCG no later than thirty days before the commencement of the Term. The Groups failure to timely provide proof of insurance in compliance with the terms of this Paragraph will result in the termination of this Agreement and a forfeiture of the Deposit. The amount and coverage of the Liability Insurance Policy will not limit the Group's liability nor relieve the Group of its obligations under this Agreement.

12. Assumption of Risk. PCG desires to provide the Group and its Guests with an enjoyable camp and retreat experience. However, the Camp is an outdoor recreational facility and there are aspects of this experience which cannot be controlled by PCG or made free of risk. PCG does not provide any supervision or oversight at the Camp. The Group is responsible for all security, parking supervision, programs, activities, supervision, janitorial, cleaning and food preparation. PCG does not maintain liability insurance for the benefit of the Group or its Guests. PCG is not responsible for, and the Group assumes the risk of weather conditions, natural events, wildlife, and damage caused by the wrongful conduct or carelessness of others. No refunds will be given on account of adverse weather conditions or other events beyond the control of PCG, including without limitation pandemics or government shut-down orders. As a material part of the consideration to PCG, the Group and each of its Guests assume all risk of damage to property or injury to persons in or about the Camp arising from any cause, and the Group and each of its Guests hereby waives all claims in respect thereof against PCG, except for any claim arising out of PCG's gross negligence or willful misconduct.

13. Limitations on PCG's Liability. To the fullest extent allowed under California law, including PCG's active or passive negligence, neither PCG, PCG's national branch, its local churches nor any of their respective components, sponsors, agents, employees, officers, trustees or affiliates (collectively, "PCG and its Affiliates") will be liable to the Group or any of its Guests for any monetary damages, including, without limitation, any liability arising from or relating to death, personal or bodily injury, damage to property, or lost profits. PCG's liability to the Group or its Guests will be limited to actual damages to property or bodily injury or death caused by PNC's fraud or intentional misconduct. Regardless of the theory of liability, in no event will PCG be liable for (a) indirect, incidental, exemplary, special or consequential damages, (b) lost profits, lost revenue or loss of goodwill, or (c) damages in excess of the liability insurance carried by PCG.

14. Indemnity. The Group shall indemnify PCG and its Affiliates against and hold PCG and its Affiliates harmless from any and all first or third party costs (including reasonable attorneys' fees), liabilities, losses, claims, demands, judgments, deficiencies, costs, damages, or expenses of any kind, nature and description which arise from or relate to: (a) the Group's use of the Camp; (b) anything done or permitted by the Group to be done in or about the Camp; (c) any breach or default in the performance of the Group's obligations under this Agreement; or (d) other acts or omissions of the Group or its Guests. The foregoing indemnity will include claims made by Guests against PCG and its Affiliates by a Guest of the Group. The Group shall defend PCG against any such cost, claim or liability at the Group's expense with counsel

reasonably acceptable to PCG and its Affiliates or, at PCG's election, the Group shall reimburse PCG and its Affiliates for any legal fees or costs incurred by PCG and its Affiliates in connection with any such claim. As used in this Section, the term "The Group" shall include Guests, employees, agents, contractors and invitees of the Group or the Guests. The provisions of this Paragraph will survive the expiration of the Term.

15. Miscellaneous.

a. Not a Lease. This Agreement is a contract between PCG and the Group and is binding on both parties. This Agreement is not a lease of real estate and neither the Group nor the Guests are a tenant. This Agreement is, for legal purposes, a license to use the Camp, subject to the terms and conditions of this Agreement.

b. Assignment. This Agreement is between PCG and the Group. The Group may not transfer or assign this Agreement to any person or persons.

c. Complete Agreement. This Agreement constitutes the complete and exclusive statement of agreement among the parties with respect to the subject matter herein and replaces and supersedes all prior written and oral agreements or statements by and among the parties. No representation, statement, condition or warranty not contained in this Agreement will be binding on the parties or have any force or effect whatsoever.

d. Amendments; Modifications. Any and all amendments or modifications to this Agreement will be in writing and signed by all parties. Any other attempted amendment or modification will be void.

e. Waiver. All waivers must be in writing and signed by the waiving party. PCG's failure to enforce any provision of this Agreement will not be a waiver and will not prevent PCG from enforcing that provision or any other provision of this Agreement in the future.

f. No Recourse Against Nonparty Affiliates. All claims, obligations, liabilities, or causes of action (whether in contract or in tort, in law or in equity) based upon, arising under, or relating in any manner to this Agreement, may be made only against PCG. No director, officer, employee, agent, member, partner, manager, or stockholder of PCG (or its national branch or local churches) shall have any liability (whether in contract or in tort, in law or in equity) for any claims, causes of action, obligations, or liabilities based upon, arising under, or relating in any manner to this Agreement; and, to the maximum extent permitted by law, the Group and its Guests hereby waive and release all such liabilities, claims, causes of action, and obligations against any party but PCG. Nothing in this Paragraph will restrict PCG and its Affiliates limited liability or rights to indemnification as provided in Paragraphs 13 and 14.

g. Attorneys' Fees. In the event that any dispute between or among the parties to this Agreement should result in litigation or arbitration, the prevailing party in the dispute shall be entitled to recover from the other party all reasonable fees, costs and expenses of

enforcing any right of the prevailing party, including without limitation reasonable attorneys' fees, expert fees and expenses.

h. Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of California.

i. Interpretation. This Agreement will not be construed for nor against any party, and no presumption or burden of proof or persuasion shall be implied by virtue of the fact this Agreement was prepared by or at the request of any party.

j. Severability. If any provision of this Agreement or the application of any provision to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of the provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

k. Multiple Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

l. Representations and Warranties. The Group represents and warrants to PCG that: (a) the person executing this Agreement has the full and sole power to enter into this Agreement and bind the Group, (b) the Group has read this Agreement and understands its terms and (c) the Group has had sufficient opportunity to consult with an attorney regarding their rights with respect to this Agreement or have voluntarily declined to do so.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth below.

AUTHORIZED SIGNATURE FOR "The Group"

DATE

PRINTED NAME

TITLE

ACCEPTANCE SIGNATURE BY PCG

DATE

Fees and Costs Addendum

1. **Deposit.** A Reservation Guarantee Deposit (the “Deposit”) of \$2,000 is due at the time this Agreement is executed. For weekends (Friday-Sunday), the Deposit is \$1,000, Subject to the Terms and Conditions of the Agreement, the Deposit will be credited after checkout and any balance will be returned within 10 business day.
2. **Camp Rates.** The following Camp Rates are due, in full, **at the time of arrival** in accordance with the rates as shown below. The Camp Rates shown below are per night charges for each Guest over the age of 3. (Per Night and Per Person on campground over 3 years of age):

No. Guests	Rate	Includes use of: ADD Facility Fees below
10-75	\$28.00	Lodge Only
76-99	\$27.00	Lodge, Kitchen
100-120	\$26.50	Lodge, VIP Quarters, Kitchen, Chapel
121-200	\$26.00	Lodge, VIP Quarters, Kitchen, Chapel, and Limited Cabins, Snack Shack [in non-winter months]
201-300	\$25.50	All Property with limited Cabins
301-400	\$25.00	Entire Property

3. **Facilities Fees.** If the Group desires to use any of the below facilities, the following fees apply:
 - Chapel is \$200. per day
 - EXC Rooms are \$35. per day
 - Kitchen is \$275. per day
 - Snack Shack is \$250.00 per day
 - Jump Pillow is \$75. per day
 - Cabin rental is \$145. per day
 - Cart Rental \$100. per day (Cart must be plugged in each night)
4. **Camp Propane Surcharge.** Due to the high cost of propane, there will be a propane surcharge as noted:
 - Lodge use - \$85 per day (when heaters are used)
 - Kitchen - \$100 per day
 - Chapel - \$100 per day
 - Bathhouse - \$100 per day
5. **Private Room Lodging EXC ROOMS (Double Occupancy).** \$35 per night (double occupancy – NO UNSUPERVISED TEENS OR CHILDREN). This is *in addition* to the Camp Rate.
6. **RV Parking.** \$15 per unit, per night *in addition* to the Camp Rate

PLEASE NOTE: MINIMUM CAMP NUMBERS GUARANTEE APPLY DURING THE MONTHS MAY THROUGH AUGUST (100 PERSON MINIMUM CHARGE). THE FACILITIES AVAILABLE TO EACH GROUP SIZE IS NOTED ABOVE. THESE NUMBERS APPLY UNLESS APPROVAL NOTED WITH THIS CONTRACT. ALL COMMON RECREATIONAL AREAS OPEN TO ALL GUESTS.

Rules and Regulations Addendum

1. The Group and all Guests must abide by all the Rules and Regulations in this Addendum and any additional rules or regulations in effect during the Term. Failure to abide by the Rules and Regulations may result in the loss of the Deposit and the forfeiture of the Group's or its Guests' right to use the Camp (without any credit for Camp Rates, the Deposit or fees paid by the Group).

2. The representative of the Group (person in charge) must be the first to arrive on the campgrounds and report to the Administrative Office before others arrive for check in. The onsite representative from the Camp will conduct an inspection of the campground/buildings with the person designated as the person in charge.

3. There must be one chaperone for every 10 persons under the age of 18. Chaperones must be 18 years or older.

4. Each group using these facilities agrees to assume all liability for damages caused by their group.

5. This is adjacent to the National Forest and there are wild animals both small and large. Be aware and take appropriate precautions.

6. Each group agrees to clean the entire campground of all litter and debris **daily** and will leave the entire premises clean and orderly. Trash will be picked up and dumped **daily**.

7. All debris and garbage is to be put in the container provided.

8. Beds and mattress must be left in their existing locations (Bed place is approved and supervised by the Kern County Health Department). Head to foot placement is mandated by health department regulations.

9. There are to be no staples, nails or tacks in the ceilings or walls. If you need to hang something you must use painter's tape or non-damaging materials that will not damage paint or surfaces.

10. All dishes, pots, pans and utensils shall be washed and put in their proper place. Any breakage must be reported to the Administrative Office and must be paid for prior to departure. Cups, glasses, mugs, utensils, pots and pans are not to be removed from the Lodge Kitchen, Main kitchen/dining room or the Snack Shack.

11. All furniture must remain inside the facilities and not moved or removed for any reason. Relocating furniture or furnishings will result in cost to replace/relocate being charged back to group.

12. Do not place paper towels or personal hygiene products in the toilets or sinks. This clogs the sewer and septic systems. When they are clogged, it is the responsibility of the group utilizing the campground at that time and they may be charged for services needed to correct the problem.

13. No outside fires of any kind are permitted.

14. Pets are not allowed on the campgrounds. This includes pets in the RV park area. Animals are unpredictable and are therefore a potential hazard to campers and staff. Additionally, there are large wild animals around and we cannot assume responsibility for safety of pets.

15. Kitchen, Dining and Snack Shack floors are to be swept and mopped clean after each meal and at the time of departure. This is not only for cleanliness but also a Health Department requirement.

16. Containers are provided for refuse. They must be serviced daily and placed inside the Refuse Trailer and not left outside Kitchen, Snack Shack or any other building.

17. Liquids are not to be placed in the refuse trailer.

18. Boxes must be broken down flat prior to being placed in the refuse trailer.

19. Additional trips or repacking of the Trash Trailer due to failure of The Group to following directions will result in an additional fee being charged.

20. Once check out has commenced no one will be allowed back into inspect the buildings.

21. The use or presence of alcohol and drugs (legal or illegal) is strictly prohibited.

Acknowledgement of Acceptance of Rules:

AUTHORIZED SIGNATURE FOR THE GROUP

DATE

PRINTED NAME

TITLE