

## RE - Guest Policies 'Exhibit A'

For:

### WMC Policies. 'Exhibit A'

#### Please Note:

If you are filling out our 'Custom Event Survey' forms and are waiting for a quote or more details from WMC, skip this page by scrolling to the bottom and clicking 'No, this form is not complete' and then click 'Next.'

If you are placing a reservation you must sign the form.

White Memorial Camp Management Group, Inc, or 'White Memorial Camp and Retreat Center', hereafter referred to by 'WMC' does hereby rent to an individual user or representative of a rental group with responsible for signing and making decisions on behalf of said group, hereinafter 'User.' WMC rents to User services, equipment, meals, staff and/or use of lodging, grounds or facilities subject the terms and conditions as hereinafter stated:

### Accommodations

Entrance onto WMC property is prohibited outside of WMC office hours and/or prior authorization.

Use and/or access of any WMC facilities, equipment, grounds or services is prohibited without establishing a written agreement between User and WMC.

Unless it is otherwise stated in this contract, exclusive use to WMC grounds during the contracted dates is not guaranteed.

Lodging facilities are assigned by WMC according to group size, program and availability unless agreed upon in advance.

WMC reserves the right to immediately evict, without refund, anyone violating the WMC Policies, State or Federal Laws, or county regulations.

WMC is not responsible for any changes in a group's plans because of unseasonable or inclement weather.

No Subletting: Users must stay overnight with their guests.

Pavilion, Observation Tower, and Amphitheatre may be available for your use, and require additional charges for larger groups and celebrations

### Arrival and Departure

Standard checkout is at 11:00 a.m. (unless indicated differently in advance). Check-in is generally 11:00 a.m. - 8:00 p.m. You will be notified of check-in time in advance.

Failure to check out on time will result in late charges. Late charges are 50% of the overall daily base rate.

Cleaning and checkout. Follow Camp Care Policies.

### Outside Guests

For:

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Outside guests must be accompanied by a WMC User when using any camp facilities.

Group members participating in the event but not paying for lodging or use of facilities are still charged to use various activities such as the pool and

unless prior arrangements have been made, will be charged user fee per day per person.

Humans 2 years old and under = free

Humans 5 years old and under = \$6

Humans 6 to 64 years old = \$10

Humans 65 years and older = \$8

Humans serving or served in Armed Services = \$8

Pet Fee = \$10 / pet / day

Dining Hall restrooms are open to the public. All other facilities are provided for the use of Users and paid visitors only.

Guests are held to the same rules and regulations as WMC Users.

The guest shall not assign or sub-lease any terms, conditions or services contained in this contract or any interest therein without the written consent of White Memorial Camp.

#### RV Sites / Tent Camping / Campsites

Pay a per site fee and must abide by all policies set by WMC in this and other documents including, but not limited to, health and safety regulations, Camp Care, as well as rules set by the state and Corp of Engineers. Must pay extra fees for use of pool and other onsite amenities.

R.V. Lot User Vehicles: One self contained RV per campsite. One camping unit and two vehicles per site. All vehicles must be parked within the boundaries of your R.V. lot site or in available designated parking areas. WMC shall not be liable for the safekeeping or condition of personal property, and the User owning the R.V. must carry their own insurance. Repairs: Only minor emergency repairs to motor vehicles may be made on lots to enable moving of the vehicles to a proper repair facility. RV and Car Washing are not permitted.

#### Vehicles

Users must notify WMC of vehicle type and description prior to arrival.

No driving of any WMC vehicles, motorized boats, or equipment without express permission from WMC, signing an agreement and proof of license.

Speed Limit is 10 MPH inside WMC Property.

No driving of personal vehicles along grass trails, or in grassy areas such as Vesper Point or Observation tower.

ATV's, motorcycles, scooters, golf carts, and other motorized conveyances (except those used in handicap assistance) may be ridden to enter and leave the property only, provided the sound level is kept to a minimum.

All vehicles must have headlights and reflectors if used at night.

Valid Driver's License required for Drivers of Motorized Conveyances.

Parking is allowed in the designated area behind the Dining Hall, on gravel spaces in front of cabins, or along gravel roads with as long as permission is granted upon check in. Parking in grass next to cabins, cabin porches, or other grassy areas are for unloading and loading only.

#### Pets

Having pets in the camp is a privilege. User must receive permission to bring pets prior to arrival. Pets are only allowed with certain RV/Campsites, and in pre-designated 'pet friendly' cabins. Users who own pets must secure a pet policy from the office and abide by all of the rules stated and pay a Pet Rent for each pet per stay.

#### Prohibited

For:

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Illegal substances/drugs are not allowed on WMC property and Users are required to uphold state laws regarding the aforementioned drugs/illegal substances.

Discharge of Firearms is strictly prohibited on WMC property. Hunters are allowed to bring legal Firearms onto WMC property during hunting seasons, provided a WMC sponsored camp is not in session, Users permitted to bring firearms will keep all firearms locked in cases away from public viewing until exiting the property.

Discharge of Fireworks is strictly prohibited by Users and the Public on WMC property.

No Disorderly Conduct, loud music, loud noises, loud vehicles, or offensive language.

No use of the Low Ropes(obstacle) or High Ropes Challenge Courses without WMC facilitation and signing a waiver

No swimming without first signing a waiver at the office.

Smoking No smoking cigarettes or lighted devices inside cabins and all indoor facilities. Only smoke in designated areas. (i.e. behind the dining hall or near your fire pit away from other Cabin Users.)

Note: Alcohol is permitted when WMC Sponsored or partnering Youth Camps are not in session.

No alcohol consumption on campus while a youth camp is in session. Must abide by state laws including those set in place for consuming alcohol while on the lake.

Please dispose or recycle all cans, bottles and containers as we are primarily a summer camp.

Groups serving or selling alcohol must follow state, county and federal laws including obtaining proper permits if required and will not serve to minors. WMC will not be held responsible for alcohol served to any User or Guest or for monitoring any state regulations concerning alcohol or Users consuming alcohol. Do not drink and drive.

#### Quiet Time

is from 10:00 PM to 7:00 AM. Exceptions granted for all sponsored Holiday Weekend Celebrations or group events with exclusive access to camp grounds. All music and TVs must be at minimum volume settings. Please ensure your children remain at your site until 7:00 a.m.

#### Garbage and Recycling

Garbage: Littering is prohibited on WMC grounds. Deposit your garbage in the trash cans provided on cabin porches or in the dumpster behind the Dining Hall. Keep garbage inside or securely covered overnight.

Recycling: WMC encourages you to separate your glass, plastics, aluminum and cardboard and place items in designated bins to be transported and recycled by WMC staff.

#### Housekeeping

WMC does not provide daily housekeeping, but linens, supplies, or garbage removal are available upon request.

#### Health and Safety

For:

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WPMC is not responsible to perform such duties as health care, first aid provision, supervision of guest behavior, or supervision of recreational activities, unless arranged in advance. It is the responsibility of User to provide these services.

Nurses, WMC Staff, Facilitators, Lifeguards can be provided with advance notice and additional fee to be paid in advance.

Due to many hazards including large bodies of water, Children must be supervised by a Parent/Guardian or Adult Sponsor on WMC grounds.

Parent/Guardians are responsible for the actions and behavior of their children at all times.

Recreational Activities are encouraged. Please explore the camp and have fun.

User agrees to follow all rules set by the WMC staff, facilitators and/or health and safety agreements regarding use of activities such as, but not limited to archery, high and low ropes challenge courses, swimming pool, lake use, and so on.

Users will not use WMC Programming equipment or facilities not included with their included cabin amenities without facilitator supervision provided by the WMC.

Must provide at least two weeks notice for scheduling Challenge Course, Prairie surfing meals and facilitated events.

Programming, boat rental, ropes course, swimming in the pool and other activities sponsored by WMC will be scheduled for your group in advance so as not to interfere with other Users, camps or visitors who may also have events scheduled.

Swimming is at the group's own risk. Lifeguards are not provided unless prior arrangements are made at least two weeks in advance therefore User and all members in the User's Party agree to swim at their own risk. All

Users and Guests are required to wear PFD/lifejackets on and in the lake.

Sports activities and games are prohibited in roadways and parking areas.

Strictly no use of the Low Ropes Challenge Course or High Ropes Challenge Course without prior registration with WMC and not without a WMC facilitator or staff supervision. Please be respectful of outdoor chapel.

Campfires: All fires must be contained inside the fire rings located on each site. Campfires must not be left unattended.

Fire rings must not be used to dispose of cans, bottles, or other household trash. Fire rings are not to be moved without prior approval from management.

No trimming or wood gathering from trees or you could be charged for damages.

#### Assumption of Risk and Indemnification

WMC grounds are available for the convenience of the Users and their guests. All persons using these facilities do so at their own risk. WMC will not be responsible for accidents, injuries or loss of property by damage, theft, or any unforeseen act beyond their control. Violation of any law or ordinance of the county or state will not be tolerated. By signing and dating the 'Event Contract' the group agrees to supervise and to assume full control and responsibility for any persons, entities or things other than WMC personnel or property who/which are, for any reason, on WMC property by reason of the group's program or use of the facility. The group agrees to indemnify, hold harmless and defend WMC and its past, present and future members, directors, officers, employees, agents and independent contractors and their successors, assigns and heirs from and against any harm and/or claim made by any third party arising and out of in any way connected with the groups actions and/or failure to act in respect of its use of the facility. All persons causing injury or damage to other persons, their property, WMC property shall be liable therefore, and violations of WMC rules, lake rules, disorder, or indecorous conduct by a User, their crew or guests that might injure a person, cause damage to property, or harm the reputation of the WMC, is cause for immediate removal of the person from the premises.

#### User Fees and Costs

For:

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User agrees to pay WMC the full amount owed indicated on the Event Contract on the specified deadline(s). Failure to pay may result in cancellation of event or claims or mitigation.

User agrees to pay WMC the amount reasonably necessary to repair or replace property or equipment damaged, defaced, or destroyed during the group's use.

30% deposit (based on preliminary numbers) due with signed contract to secure your dates.

The group agrees to deliver final payment for entire rental including use of specified programming, equipment and extra amenities and sign necessary waivers prior to participating in the activities before or upon arrival.

Breach of this may result in event cancelation or late fees.

Payment Methods: We accept credit card payments online, in person, or over the phone. Please call: 620-767-5165

You may pay in person upon arrival with cash or credit card.

If paying in advance by check please make payable to: White Memorial Camp.

Mail to: White Memorial Camp & Retreat Center, 1271 S 1050 Road, Council Grove, Ks 66846

Cancellation Policy.

For:

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In the unlikely event Users should cancel less than 90 days prior to their event the initial required deposit paid is nonrefundable.

If your group cancels 90 or more days before an event - and if WMC is able to rebook a comparable event on the scheduled date a half portion of the deposit may be refunded.

WMC shall have the right to terminate this contract if the guest fails to meet or violates any terms of the contract, in which case the provisions of this cancellation policy also apply.

No-show or cancellation less than 24 hours prior to event or rental, there will be no refund of initial deposit or paid fees and guests will be charged the full remaining amount of their stay. Charges may be applied to the card on file.

For reservations made 5 days or less prior to the scheduled day of arrival that are cancelled by User will be charged 50% of the total remaining cost of all items cancelled. Cancellations on RV Lot Reservations made less than 1 day prior to arrival will be fully charged for each site.

WMC requires a credit card be kept on file prior and after your stay to cover added amenities or other additional costs such as damages or late fees. If a credit card cannot be provided, WMC may require the User to provide an additional refundable payment of 30% of their event cost. This will be refunded after the event and all costs have been covered.

Cancellations or forced rescheduling due to 'an act of God' may be subject to receiving store credit towards a rental scheduled within one year of the event's original reservation date based on the Force Majeure Event policy below. 'Force Majeure Event' means the occurrence of: (a) an act of war (whether declared or not), hostilities, invasion, act of foreign enemies, terrorism or civil disorder; (b) ionising radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; (c) pressure waves from devices travelling at supersonic speeds or damage caused by any aircraft or similar device; (d) a strike or strikes or other industrial action or blockade or embargo or any other form of civil disturbance (whether lawful or not), in each case affecting on a general basis the industry related to the affected Services and which is not attributable to any unreasonable action or inaction on the part of the Company or any of its Subcontractors or suppliers and the settlement of which is beyond the reasonable control of all such persons; (e) specific incidents of exceptional adverse weather conditions in excess of those required to be designed for in this Agreement which are materially worse than those encountered in the relevant places at the relevant time of year during the twenty (20) years prior to the Effective Date; (f) tempest, earthquake or any other natural disaster of overwhelming proportions; pollution of water sources resulting from any plane crashing into [ ]; (g) discontinuation of electricity supply, not covered by the agreement concluded with the [utility company]; or (h) other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts, which in each case directly causes either party to be unable to comply with all or a material part of its obligations under this Agreement;

(1) Neither Party shall be in breach of its obligations under this Agreement (other than payment obligations) or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other (otherwise than under any express indemnity in this Agreement) if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure Event except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure Event had not occurred (in which case this Clause 20 shall not apply to that extent).

(2) As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, any Party invoking it shall submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party's obligations under this Agreement.

(3) WMC shall, and shall procure that its Subcontractors shall, at all times take all reasonable steps within their respective powers and consistent with Good Operating Practices (but without incurring unreasonable additional costs) to: (a) prevent Force Majeure Events affecting the performance of the Company's obligations under this Agreement; (b) mitigate the effect of any Force Majeure Event; and (c) comply with its obligations under this Agreement. The Parties shall consult together in relation to the above matters following the occurrence of a Force Majeure Event.

(4) Should paragraph (1) apply as a result of a single Force Majeure Event for a continuous period of more than [180] days then the parties shall endeavor to agree any modifications to this Agreement (including without limitation, determination of new tariffs (if appropriate) in accordance with the provisions of Clause 7(4)(e)) which may be equitable having regard to the nature of the Force Majeure Event and which is consistent with the Statutory Requirements.

Regarding Covid-19 (SARS-CoV-2)

For:

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To mitigate the risk of COVID-19 exposure, WMC is requiring the following protocols to be followed by all rental groups while on site:

User will screen all participants for symptoms of COVID-19 and exposure to COVID-19 prior to the event. User will ensure that no participants who have been exposed to COVID-19 within 14 days of the event or are experiencing symptoms of COVID-19 are permitted to enter the facility or access the premises.

Symptoms may include: cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, and new loss of taste or smell (this list may evolve with updates from the CDC).

User will enforce social distancing practices to ensure that a distance of at least six feet is maintained between all participants. Social distancing is not required to be maintained between members of the same household.

Gatherings of more than the number based on current State and County Mass Gathering Guidelines are prohibited without seeking approval through Morris County Health Department. WMC can provide the form to be filled out and submitted by User to the health department for approval.

User will ensure that all participants wear masks or other appropriate face coverings during staff-led programs, when congregating in common areas or indoor facilities, and when socializing with others who do not reside within their household.

User will ensure that all participants wash or otherwise sanitize their hands before and after participating in any programs.

In the event that an individual in the group presents with symptoms, User will arrange for quick isolation of the individual and arrange for their exit from the program; initiate contact tracing; and notify WMC staff.

User hereby agrees to and acknowledges the following:

User is responsible and liable for the behavior of all participants.

User will ensure that all participants observe and act in accordance with all applicable regulations, protocols, and procedures set forth by WMC in addition to all federal, state and local laws and regulations.

User agrees to INDEMNIFY and HOLD HARMLESS WMC from and against any and all losses, liabilities, damages or costs, including court costs and reasonable attorneys' fees that it may incur in relation to any claims, suits, demands, or causes of action related to any exposure to or infection with COVID-19 alleged to have occurred during User and all participants' use of WMC facilities and premises, whether alleged to have been caused by the negligence of WMC or otherwise.

User expressly agrees that WMC is not liable to User, its officers, directors, employees, volunteers, agents, representatives, invitees and participants for any damages alleged to have been caused by the exposure to or infection with COVID-19 while using WMC facilities or premises or while participating in WMC programs, whether alleged to have been caused by the negligence of WMC or otherwise.

#### Contract Agreement

In the event of a breach of this Agreement, or a violation of any of the Rules and Regulations of WMC, including, but not limited to, the specific WMC Policies, WMC may terminate this Agreement in person, or upon written notice to the User and User shall promptly pay all sums due WMC and remove themselves, their vehicles, property and group from property. The User warrants that the person signing the agreement has the authority to execute the agreement on its behalf. By signing and dating the 'Event Contract' the User agrees to be held responsible for the financial obligation outlined in the contract, including but not limited to fees, deposits, taxes, lost keys, damages, or meals, accommodations and/or services added by the User group after the execution of this contract.

By signing this form, User agrees to abide by all terms within this agreement.

I have read, understand, and agree to abide by the terms listed in this document of WMC Policies "Exhibit A"

Signature \_\_\_\_\_ Date \_\_\_\_\_