

CAMP BROOKSIDE ENVIRONMENTAL EDUCATION CENTER

LEASING GENERAL TERMS AND CONDITIONS

Section 1. RESERVATION OF RIGHTS

(a) In general. This Lease is subject to all Applicable laws, and all liens, encumbrances, restrictions, rights and conditions of law or of record or otherwise; and excepts to the Lessor the right, at reasonable times to enter upon the Premises as may be necessary for the purposes of the administration of this Lease and/or the Park Area as determined by the Lessor and to close the Premises when immediate danger to life or property is discovered.

(b) Applicable Laws Defined. For purposes of this Lease, “Applicable Laws” are defined as all present and future laws, statutes, requirements, ordinances, judgments, regulations, and administrative and judicial determinations that are applicable by their own terms to the Premises or the Lessee, even if unforeseen or extraordinary, of every governmental or quasi-governmental authority, court or agency claiming jurisdiction over the Premises now or hereafter enacted or in effect and all covenants, restrictions, and conditions now or hereafter of record which may be applicable to the Lessee or to all or any portion of the Premises, or to the use, occupancy, possession, operation, maintenance, and repair of the Premises.

Section 2. HISTORIC PROPERTY

The Premises (or portions of the Premises) are historic property within the meaning of 36 C.F.R. Part 18.

Section 3. SITE DISTURBANCE

Lessee shall neither cut any timber nor remove or alter any other landscape features of the Premises such as shrubs or bushes without Lessor’s prior written consent. Lessee shall not disturb ground landscape features in any way, to include digging, trenching or inserting anything into the ground. Lessee shall not disturb any buildings or natural features of the premises including all vegetation and structures, to include nailing into buildings or trees.

Section 4. PERMITS AND IMPOSITIONS

Except as otherwise may be provided in this Lease, the Lessee shall be solely responsible for obtaining, at its expense, any permit or other governmental action necessary to permit its activities under this Lease. Lessee shall pay all costs, expenses and charges of every kind and nature resulting from its use of the Premises.

Section 5. ALTERATIONS

The Lessee shall not make any alterations of any nature to the Premises. “Alterations” means any construction, physical modifications, rehabilitation, reconstruction, and/or restoration of the Premises.

Section 6. RECORDS AND AUDITS

The Lessee shall provide the Lessor and its agents and affiliates, including without limitation, the Comptroller General of the United States, access to all books and records relating to the Premises and the Lessee's use of the Premises under this Lease for the purpose of conducting audits to verify the Lessee's compliance with the terms and conditions of this Lease.

Section 7. MAINTENANCE AND REPAIR

(a) In general. The Lessor shall be solely responsible for the repair and maintenance of the Premises during the Lease Term. This responsibility includes, without limitation, the performance of all repairs and maintenance necessary to maintain the Premises and the improvements thereon in good order, condition, and repair and in compliance with all applicable laws. Lessee shall notify the Lessor immediately of any portion of the Premises requiring repair or maintenance. Lessee is not permitted, in any instance to initiate repairs or maintenance of the Premises at any time without explicit authorization of the Lessor.

(b) Historic Property. As the Premises are historic property as indicated in Section 2 of this Exhibit A, the Lessor shall repair and maintain all portions of the Premises that are so designated property in accordance with a Preservation Maintenance Plan prepared by the Lessor under the requirements of the Secretary of the Interior's Treatment Standards (36 C.F.R. Part 68).

Section 8. UTILITIES

The Lessor at its sole expense shall make all arrangements with appropriate utility providers (including the Lessee where applicable) for all utilities furnished to the Premises, including, gas, electricity, water, wireless internet, sewage, and waste removal. Any utility service provided by Lessor will be subject to the Lessor's established policies and procedures for provision of utility services to third parties.

Section 9. HAZARDOUS MATERIALS

The following provisions apply to Hazardous Materials associated with the Premises:

(a) In general. No Hazardous Materials shall be used, treated, kept, stored, sold, released, discharged or disposed of from, on, about, under, or into the Premises except as approved by the Lessor in writing;

(b) Hazardous Materials Defined. "Hazardous Materials" means any material or other substance: (a) that requires investigation or correction under Applicable Laws; (b) that is or becomes defined as a hazardous waste, hazardous substance, pollutant, or contaminant, under Applicable Laws; (c) that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, and is or becomes regulated under Applicable Laws; (d) that, without limitation of the foregoing, contains gasoline, diesel fuel or other petroleum hydrocarbons; (e) that, without limitation of the foregoing, contains polychlorinated

biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or (f) without limitation of the foregoing, contains radon gas.

Section 10. INSURANCE AND INDEMNIFICATION

(a) Insurance. The Lessee shall be in possession of General Liability Insurance through one or more primary and umbrella liability policies against claims for bodily injury and property damage occurring on the Premises, the improvements thereon, or the streets, curbs or sidewalks adjoining the Premises, with such limits as may be required by the Lessor, but in any event not less than \$300,000.00 per incident. Such insurance shall insure the performance by the Lessee of its indemnity obligations under this Lease.

(b) Indemnity. The Lessee shall indemnify, defend, save and hold the United States of America, its employees, successors, agents and assigns, harmless from and against, and reimburse the United States of America for any and all claims, demands, damages, injuries, losses, penalties, fines, costs, liabilities, causes of action, judgments, and expenses, including without limitation expenses incurred in connection with or arising in any way out of this Lease, the use, occupancy or manner of use or occupancy of the Premises by the Lessee or any other person or entity, the design, construction, maintenance, or condition of any improvements on the Premises, the condition of the Premises, and/or any accident or occurrence on the Premises from any cause whatsoever; provided, however, that the Lessee shall not be liable to the extent that the damages, expenses, claims or suits result from the willful misconduct or negligence of the United States of America, or its employees, contractors, or agents; provided, further, that the United States of America shall be liable only to the extent such claims are covered by the Federal Tort Claims Act (28 USC §§ 2671 et seq.). The provisions of this section shall survive the expiration or termination of this Lease.

Section 11. ASSIGNMENTS AND ENCUMBRANCES

The Lessee may not assign, sublease or encumber this Lease in whole or in part.

Section 12. DEFAULTS AND LESSOR'S REMEDIES

(a) Termination for Default. The Lessor may terminate this lease for Default if the Lessee fails to keep and perform any of the terms and conditions of this Lease. If the Lessor terminates this Lease, all of the rights of the Lessee under this Lease and in the Premises shall terminate.

(b) No Waiver. No failure by the Lessor to insist upon the strict performance of any of the terms and conditions of this Lease or to exercise any right or remedy upon a default, and no acceptance by the Lessor of full or partial rent during the continuance of any default shall constitute a waiver of any default or of such terms and conditions. No terms and conditions of this Lease may be waived or modified except by a written instrument executed by the Lessor. No waiver of any default shall affect or alter this Lease, but each and every term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent default.

Section 13. SURRENDER AND HOLDING OVER

Glen Jean, WV 25846

If to the Lessee: [Lessee's address and name of person to whom the notice should be addressed]

Section 17. OTHER PROVISIONS

- (a) The Lessor is not for any purpose a partner or joint venture participant of the Lessee in the development or operation of the Premises or in any business conducted on the Premises. The Lessor under no circumstances shall be responsible or obligated for any losses or liabilities of the Lessee. The Lessee shall not publicize, or otherwise circulate, promotional or other material of any nature that states or implies endorsement of the Lessee or its services or products by the Lessor or any other governmental agency.
- (b) This Lease shall not, nor be deemed nor construed to, confer upon any person or entity, other than the parties hereto, any right or interest, including, without limiting the generality of the foregoing, any third party beneficiary status or any right to enforce any provision of this Lease.
- (c) This Lease provides no right of renewal or extension to the Lessee, nor does it provide the Lessee with the right to the award of a new lease upon termination or expiration of this Lease. No rights shall be acquired by virtue of this Lease entitling the Lessee to claim benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646.
- (d) The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the Lessor shall have the right to terminate this Lease for default.
- (e) In case any one or more of the provisions of this Lease shall for any reason be held to be invalid, such invalidity shall not affect any other provision of this Lease, and this Lease shall be construed as if the invalid provisions had not been contained in this Lease.
- (f) All Exhibits that may be referenced in this Lease are hereby attached to and incorporated in this Lease.
- (g) Time is of the essence to this Lease and all of its terms and conditions.
- (h) The laws of the United States shall govern the validity, construction and effect of this Lease.
- (i) This Lease constitutes the entire agreement between the Lessor and Lessee with respect to its subject matter and supersedes all prior offers, negotiations, oral and written. This Lease may not be amended or modified in any respect except by an instrument in writing signed by the Lessor and Lessee.

(j) If more than one Lessee is named in this Lease, each Lessee shall be jointly and severally liable for performance of the obligations of this Lease.

(k) Nothing contained in this Lease shall be construed as binding the Lessor to expend, in any fiscal year, any sum in excess of the appropriation made by Congress for that fiscal year or administratively allocated for the subject matter of this Lease, or to involve the Lessor in any contract or other obligation for the future expenditure of money in excess of such appropriations. Nothing in this Lease shall be construed as preventing the cancellation of this Lease by the Lessor in the exercise of sovereign authority otherwise provided by Applicable Laws.

CAMP BROOKSIDE ENVIRONMENTAL EDUCATION CENTER

GENERAL RENTAL POLICIES AND PROCEDURES

- (a) **Reservation Requirements** Reservations are not considered guaranteed until the lease agreement has been signed and the rental fee has been paid in full.
- (b) **Accepted Forms of Payment-** Payment will be accepted in the form of check or credit card, as available. All checks will be made out to New River Gorge National River.
- (c) **Cancellations and Refunds** All cancellations require advanced notice of no less than 72 hours from first day of lease term. If a cancellation is made within required time frame, the lessor will be refunded the full rental amount. A no refund policy of the rental payment will apply to reservations cancelled within less than 72 hours of the lease commencement date. Lessor cannot guarantee against mechanical failure of heating, air conditioning, washing machines, dryers, kitchen equipment or other appliances. All inoperative equipment must be reported to lessor immediately. Lessor will make reasonable effort to have necessary equipment repaired. No refunds or deductions will be made due to failure of appliances or equipment. Lessor reserves the right to terminate the lease agreement at any time if needed to ensure the safety of park visitors and resources.
- (d) **Check in and Check out Procedures** Cabin rental check in time is 3:00 PM on the first day of the lease and located at the Camp Brookside Mess Hall. Keys are not available until the aforementioned check in time. Cabin rental check out time is 11:00 AM on the last day of the lease and located at the Camp Brookside Mess Hall. Camp Brookside Mess Hall and Kitchen will be leased on a per day basis to include the 24 hours in each day. Check in/ check out time will be coordinated prior to the lease term for Mess Hall and Kitchen rentals.
- (e) **Maximum Occupancy** Occupancy limits must be followed at all times in accordance to standards set forth in NFPA 101 Life Safety Code 13.1.7.
- (f) **Furnishings** Furnishings are subject to change without notice. All chairs, utensils, tables or any other supplied property must not be removed or transferred between buildings at any time. Loss of items, as well as any damage to property or furniture in excess of normal wear will be charged in full to the lessee. Cabin and Mess Hall furnishings are not to be brought outside at any time.
- (g) **Items Lessee Must Provide** Lessee will be responsible for bringing their own towels, paper towels, laundry detergent, coffee filters, etc. Cleaning products including brooms, mops, commercial dishwasher detergent, etc. will be provided by the lessor.
- (h) **Personal Items** Lessor will not be responsible for any personal items left behind following the rental term. Any found items will be turned into the park's lost and found and will follow policies established thereof.

- (i) **Commercial Kitchen Use** Lessees renting kitchen space will be required to correctly use all commercial kitchen appliances for their intended use only. All kitchen appliances, surfaces and equipment including dishes must be thoroughly cleaned, dried and returned to designated storage area at the conclusion of the lease period. Lessee will be required to remove all food products from refrigerator, freezer and dry storage area at the conclusion of the lease period. Lessee may not at any time adjust temperature of food storage equipment, but will be required to contact the lessor if changes are needed.
- (j) **Caterer's Kitchen Use** Lessee renting caterer's kitchen only will be permitted to use only the following items: oven, microwave, refrigerator, freezer and sink. All kitchen appliances, surfaces and equipment must be thoroughly cleaned, dried and returned to designated storage area at the conclusion of the lease period. Lessee will be required to remove all food products from refrigerator, freezer and dry storage area at the conclusion of the lease period. Lessee may not at any time adjust temperature of food storage equipment, but will be required to contact the lessor if changes are needed.
- (k) **Waste Removal** Lessee will be required to remove all trash from leased buildings, including cabin, administrative building and kitchen. All kitchen trash must be removed every evening. All trash must be placed in _____ located at _____.
- (l) **Thermostat** Lessees may set temperature at their comfort level in all cabin rentals. Lessees renting Mess Hall and Commercial Kitchen will not be authorized to adjust thermostat in any way. If adjustments are needed, lessee will contact lessor. When leaving cabins, all thermostats in cabins 1-6 must be moved into the off position. Cabin 7 heat must remain in the low position for months October through April.
- (m) **Cleaning** At the conclusion of the lease period, all leased structures must be returned to a clean condition. Lessee will be responsible for following checklist items placed in each structure to include sweeping, mopping, wiping mattresses and other tasks as outlined. Lessee will leave the grounds in a neat and orderly fashion, free from debris. Lessee will not be required to clean any restrooms utilized during their stay. All restroom areas will be cleaned by designated NPS staff.
- (n) **Fires** Lessees are not permitted to light any fires inside buildings, to include candles of any variety and fires inside the Mess Hall fireplace. Lessees are permitted to use the outside fire ring as identified on the attached map under the following circumstances. If any of the following circumstances are not met, lessee will not be permitted to utilize fire pit or initiate any camp fire:
- i. Fires may be lit only within the designated fire pit.
 - ii. Lessees may only burn wood provided onsite.
 - iii. If firewood is not available onsite, lessee will not be permitted to utilize the fire pit.
 - iv. Lessee may not bring in firewood from any outside source.

- v. Lessee may not burn any material other than firewood that is provided, to include any of the following: household trash, including paper products-such as cardboard, boxes, etc., construction materials, wood pallets and other packaging materials, tires or other rubber products, insulation from copper wire and waste paints, waste oil or solvents.
- vi. Lessee may use a small amount of paper products to start camp fire.
- vii. Fire and fire wood must be contained within fire pit at all times. Fire wood exceeding the pit size is not to be burned.
- viii. Area encompassing no less than 20 feet around the fire pit must be clear and free of debris.
- ix. All fires must be extinguished fully with water and must be cool to the touch before being left unattended for any period of time.
- x. Fires will not be extinguished with sand or soil at any time.
- xi. Lessee must have readily accessible a bucket to be provided by lessor to contain no less than five gallons of water. Lessee is responsible for filling water bucket and maintaining water bucket to be kept close proximity to the fire pit at all times that a camp fire is active.
- xii. Lessee must be familiar with closest spigot location identified on attached map.
- xiii. Superintendent may suspend camp fire activities at any time due to an elevated fire danger or otherwise hazardous conditions.

(o) Smoking Smoking is prohibited inside any building at any time. Smoking is prohibited in all doorways and within 25 feet of any building. All waste products must be disposed of in proper waste containers.

(p) Sleeping Sleeping is only permitted in designated areas, defined as bunk beds in each cabin. Sleeping is not permitted on the affiliated grounds, within the Mess Hall, Kitchen or Wash House.

(q) Camping Camping is only permitted under the direct approval of the park superintendent. Camping is only permissible when site use beyond designated capacity is at a direct benefit to the park. When camping is permitted, tents may not at any time be staked into the ground and hammocks may not be hung from any trees.

(r) Alcohol Alcohol consumption may be permitted for personal consumption only. Alcohol may not be sold or served through a commercial entity without the approval of a special use permit and/or commercial use authorization, as deemed appropriate by the lessor. Public intoxication is a direct violation of state laws and lessees who are obviously intoxicated or under the influence of drugs will be subject to penalties thereof.

(s) Cooking Cooking is only permitted within the Mess Hall Kitchen. Food may not be prepared in any cabins or in the affiliated area surrounding the cabins or Mess Hall at any time. The use of hot plates, camping stoves, outdoor grills, smokers, deep fryers or any other alternate cooking methods is strictly prohibited.

(t) **Pets** Pets, including dogs, cats and all other domesticated animals are not permitted on the Brookside Island at any time. Service animals will be permitted as needed.