

## Moffat County Facility Use Agreement for Sherman Youth Camp

This Agreement made effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Board of Moffat County, Colorado Commissioners, hereinafter referred to as "County", and

\_\_\_\_\_, hereinafter referred to as "Operator", **WITNESSETH THAT:**

**WHEREAS**, the Operator desires to use and occupy the Sherman Youth Camp, located in the Routt National Forest and controlled by the County, and County is willing to permit such use and occupancy according to the following provisions:

**NOW, THEREFORE**, in consideration of the covenants herein, the parties agree as follows:

The County shall permit the exclusive use by the Operator of the Sherman Youth Camp during the occupancy period from \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_, under the following terms and conditions:

1. Operator shall be entitled to use and occupy the Sherman Youth Camp as a hunting camp during the 20\_\_ fall hunting season for the dates set forth above.
3. Operator agrees to use and occupy Sherman Youth Camp for the above stated purposes only and for no other object or purpose.
4. Operator shall pay County for the use and occupancy of Sherman Youth Camp a rental fee in the amount of \$\_\_\_\_\_. This amount is due upon the execution of this Agreement.
5. Operator shall pay County a damage deposit in the amount of \$1,500.00 to guarantee the faithful performance of the terms and conditions of this Agreement, including but not limited to payment of any costs or expense for cleaning, repairs or damage. The deposit is due upon the execution of this Agreement. County reserves the right to hold \$750.00 of the deposit until the Spring of 20\_\_ if weather conditions are such that a full inspection of the Sherman Youth Camp by County personnel cannot be conducted at the end of the occupancy period due to snow. Forfeiture of deposit may result if the buildings and grounds are not returned in the condition they were received. Cost of clean-up or repairs not taken care of by the User will be charged to the User at a rate of \$35.00 per hour. **User is responsible for any and all damage(s) exceeding the \$750.00 deposit.**
6. Operator shall not sublet or assign his or her rights under this Agreement. Operator shall be the sole Operator of the premises during the period of occupancy and shall be responsible for compliance with the terms and conditions of this Agreement and for the care and condition of the Sherman Youth Camp during the period of occupancy. Operator or Operator's representative shall remain on-site during the occupancy period.
7. In the event that Operator's proposed use of the Sherman Youth Camp is for commercial guiding and outfitting, Operator must have a valid Colorado Guide and Outfitter's license.
8. In connection with use and occupancy of the Sherman Youth Camp, Operator agrees as follows:
  - a. To keep the Sherman Youth Camp in good repair and to be responsible for all costs or expenses which may be necessary for the clearing of the premises or repair of any property which is damaged during Operator's use and possession of Sherman Youth Camp.
  - b. To obey, and to insure that all agents, representatives, guests, invitees or paying clients of Operator obey, all applicable local, state, and federal rules, regulations, statutes, executive orders and constitutional provisions while occupying the Sherman Youth Camp.
  - c. To meet with County personnel prior to taking occupancy of the Sherman Youth Camp in order to receive instructions on the operation and maintenance of the facility, including but not limited to the operation of the electric generator and use of the water supply.

- d. County personnel must inspect the premises at the end of the period of occupancy.
  - f. At the termination of occupancy, Operator shall be responsible for cleaning up the premises, including the building and the grounds. All trash, debris and animal carcasses must be removed from the premises.
9. Operator hereby assumes all responsibility for the acts and actions of Operator’s agents, representatives, paying clients, guests or attendees at the Sherman Youth Camp during the period of Operator’s occupancy. The Operator shall fully defend, indemnify and release the County, its officers and agents, from any and all liability or loss that may arise from activities of the Operator, its representatives, agents, guests or invitees during Operator’s use and occupancy of Sherman Youth Camp.
10. In any suit brought by the County by reason of Operator’s default, the County shall be entitled to an award of its costs and reasonable attorney fees.
11. **Force Majeure:** No party to this Agreement shall be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, earthquakes, floods, fire, tornados, epidemics, plagues, or other natural disasters, war, strikes or labor disputes, acts of terrorism, radioactive contamination, embargoes, government orders or any other force majeure event

12. ADDITIONAL PROVISIONS:

- Potable water is available to fill camper tanks but cannot be used as hookups. Water hose must be disconnected after each fill-up.
- An electric generator is available for usage. Diesel fuel is provided for the operation of said generator, however, if above average use is required by the User, they will either be charged extra costs for the diesel fuel, or be required to provide their own fuel.
- Firewood may be taken from downed trees on the premises for use at campsites **only**. Occupants may split their own wood from the downed trees within the boundaries of Sherman Youth Camp or Freeman Reservoir Campground only.
- “Quiet time” hours, 10 p.m. to 7 a.m., must be observed, i.e., no generator, loud music, etc.
- Check out time is 1 p.m., unless prior arrangements have been made.
- If tables are moved out of the Pavilion building, they must be moved back inside before leaving.

**OPERATOR:** I have read and understand this Agreement and any attachments hereto and agree to fully adhere to all rules, regulations and policies. I certify that I am at least 18 years of age at the date of this signature and that I am authorized to execute this Agreement as a representative of the group/organization listed as Operator

**OPERATOR:** \_\_\_\_\_  
Signature of Responsible Person

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

**COUNTY:** \_\_\_\_\_  
County Signature

\_\_\_\_\_  
Date

