

5. Licensee shall pay to Redwood Glen a fee equivalent to the total charges for each person in attendance (or scheduled to be in attendance) as determined by Redwood Glen including lodging and day use fees, meal charges, sales tax, and any other applicable charges. The Licensee is responsible for communicating the anticipated final event count, orally or written, to Redwood Glen at least seven (7) days prior to the Licensee's event. This new count will become the new minimum food service count reflected on the final invoice; but, in no case shall the food service minimum ever be less than the contracted minimum.
6. If a Licensee, having reserved all 22 rooms of the Siden Conference Center does not use all 22 rooms, Redwood Glen reserves the right to use the vacant rooms.
7. Redwood Glen agrees to provide lodging and meals as contracted for the Licensee for the specified period of time and shall be responsible for the adequate maintenance of facilities and services provided.
8. The Licensee at its own expense shall procure a policy of comprehensive public liability insurance to be kept in force during the term of this Agreement, with liability limits deemed adequate by Redwood Glen, issued by companies approved by Redwood Glen, wherein Redwood Glen shall be named as additional insured. The policy shall contain a combined single limit for personal injury and property damage in an amount not less than \$1,000,000.00 each occurrence and \$3,000,000.00 general aggregate. Redwood Glen accepts no responsibility for accidents or personal injury to any persons on facility premises and the Licensee agrees to indemnify and hold harmless from and against all claims and demands arising out of injury or illness to persons on the premises during the period of occupancy including accident and/or illness due to food prepared by the Licensee. The Licensee shall be responsible for accident and personal property insurance of the attendees.
9. The Licensee shall be financially liable for any property damage by its group members except damaged arising from normal wear. This liability extends to excessive housekeeping or laundry usage as well.
10. The Licensee and the undersigned are responsible for the financial obligations agreed upon in this Agreement.
11. Redwood Glen expects payment of the balance for this event on the final day of the event. Any other arrangements must be made *prior* to arrival. Failure to make payment as agreed will result in a penalty of 1.5% of the Overdue Balance per month or part of a month from the invoice date.
12. The Licensee's contact person is responsible for communicating these terms and conditions and other policies to the Licensees events leadership and attendees and will arrange for an opportunity for an on site staff representative to greet the group and cover any additional guidelines soon after their arrival.
13. This contract is not binding until all information is complete and it is signed by both parties. Each page must be signed and dated by the Licensee before it will be accepted by Redwood Glen.
14. During the term of this Agreement, the Licensee shall use Redwood Glen for conducting a program of its own design and shall comply with all applicable laws, codes, and regulations. The Licensee shall furnish to Redwood Glen a schedule of activities and shall give prior notification to Redwood Glen of any changes in such schedules. Additionally, Licensee shall provide a list of all attendees.
15. Redwood Glen shall provide, without charge to the Licensee, reasonable quantities of water, electricity, and garbage disposal.
16. Smoking is not permitted in any of Redwood Glen's buildings, but in designated outdoor areas only.

Signed: _____

17. Fire permits have been secured for the campfire areas and these are the only places where open fires may be built without prior approval from Redwood Glen. It is understood however that both Redwood Glen and the Licensee are subject to and must comply with orders of appropriate fire control officials.
18. Notwithstanding anything to the contrary, Redwood Glen shall not be liable to Licensee or to any insurance company insuring Licensee for any loss or damage suffered by the Licensee, which Licensee may sustain, if the casualty causing such loss or damage was or could have been covered by fire and extended coverage insurance.
19. CHECK ONE:
 - 1) The Licensee warrants that it currently holds a 501(c)(3) and/or is exempt from federal and state income taxation and that its activities conducted at Redwood Glen will be in furtherance of its tax-exempt purposes.
 - 2) The Licensee warrants that it is a for-profit group and is using the Facility for educational purposes. Should the state or federal governments deem that any event should be considered as a taxable service, the Licensee shall pay all necessary taxes relative to this transaction.
20. Licensee shall provide supervision over minors and its staff at all times, and shall require regular training of staff regarding supervision and child and sexual abuse.
21. No alcohol or illegal drugs or may be used at Redwood Glen.
22. The Licensee must provide its own health care provider. The Licensee must provide an adult with CPR and First Aid certification from a nationally recognized provider to be on duty for any emergency care for members of their group. Redwood Glen is not responsible for the provision of any health care, first aid or any emergency care and first aid supplies or equipment to the Licensee. Storage space for Licensee's first aid supplies or equipment will be made available as needed. The Licensee is also responsible for providing emergency transportation for members of their group for any health care or emergency should it be necessary.
23. Redwood Glen is not responsible for any personally owned items, including personal sports equipment. It is the Licensee's responsibility to communicate to the Licensee's staff and campers the correct handling and storage of personally owned and Redwood Glen owned sports equipment.
24. Firearms are not permitted on Redwood Glen property unless it is an occupational requirement. Said firearms must be kept locked, secured in their owner's vehicle, and registered with the Redwood Glen Executive Director.
25. Guests may not bring pets to Redwood Glen (except Seeing Eye dogs).
26. All California vehicle laws apply while driving on Redwood Glen property including the prohibition of transporting persons in non-passenger vehicles and in the back of pickup trucks.
27. Governing Law. This Agreement shall be interpreted under the laws of the State of California. Any dispute that arises under or relates to this agreement (whether contract, tort, or both) shall be resolved in the San Mateo County Superior Court in California or the Federal Courts of the Northern District of California.
28. Attorneys' Fees. In the event of any dispute arising from or relating to this Agreement, including but not limited to its existence, formation, interpretation, enforcement, and performance, the prevailing party in any proceeding shall be entitled to reasonable attorneys' fees.

Signed: _____