



RETURN AGREEMENT TO:

Jackson County Parks
7520 Table Rock Road
Central Point, OR 97502
Telephone: (541) 774-8183
Fax: (541) 774-6320
www.jacksoncountyparks.com
parksinfo@jacksoncountyOR.gov

APSERKAHA PARK

at Howard Prairie Lake

APSERKAHA RESERVATION AGREEMENT

Reservation Dates: _____ Reservation Number: _____

Arrival Time: _____ Departure Time: _____

(Earliest arrival 3:00 PM)

(Latest departure 12:00 PM)

The following group shall abide by all park rules and regulations. Facility information and reservation information accompany this form.

Group Name: _____ Anticipated # of Overnight Guests: _____

Responsible Individual/Person in Charge: _____

Mailing Address: _____ Telephone: _____

City/State/Zip: _____ Alternate Telephone: _____

Email Address: _____

Person Responsible for Cleanup: _____

Instructions:

1. Please read Apserkaha Park Reservation Agreement in its entirety.
2. Fill out the Apserkaha Park Reservation Agreement and return to Jackson County Parks office.
3. Call or visit Jackson County Parks office to schedule payment for Apserkaha Park reservation.
**Minimum 1st night payment and Security/cleaning deposit due within one week of making reservation.*
4. A Reservation Confirmation will be mailed to you within 14 days upon receipt of payment.

Reservations, fees and deposits

Currently reservations can only be made by contacting the Jackson County Parks Office at (541) 774-8183. Tentative reservations will be held seven days. During this time, a non-refundable deposit equal to the first nights reservation fee and the security/cleaning deposit must be paid to Jackson County Parks and this signed Reservation Agreement returned to the Parks Office. All remaining fees are due to office within 30 days prior to reservation arrival date.

Failure to receive signed Reservation Agreement and payment within seven (7) business days of booking your reservation, will result in forfeiture of your reservation dates.

The security/cleaning deposit will be applied to charges incurred, if any, by renter including, but not limited to, breakage or loss of equipment, repairs required because of damages caused by renter, and clean-up costs due

to inadequate clean-up by renter. Cleaning fees will be assessed at a rate of \$50 per hour, which will be deducted from the security/cleaning deposit refund if needed.

The nightly rate for Apserkaha Park is \$450 per day, which includes up to 120 overnight guests, and applies to all persons over two years of age. No more than 120 people are allowed to stay at the park overnight, including cabins and campsites. No more than 80 guests are allowed to occupy the cabins on a nightly basis. An attendance sheet accounting for all persons, including visitors and all latecomers, will be filled out daily by the Park Host and will include estimated number of overnight campers. The Park Host retains the right to establish official daily attendance.

Check in time is no earlier than 3:00 PM. Check out time is no later than 12:00 PM. Any group that remains at the park after the check-out time will be charged another full day rental based upon the previous day's occupancy, unless approved by the park manager.

Reservations require a two night minimum stay, no single night reservations will be accepted.

Cancellations:

Reservation cancellations should be made as early as possible to enable use of the camp by others and to avoid additional fees. **Reservation cancellations made at least thirty (30) days or more prior to the scheduled event will incur a cancellation fee of \$100.00. If a reservation is cancelled within thirty (30) days of your scheduled event, an amount equal to the first night of the reservation payment will be retained.** In cases of emergency, the Parks Manager has the authority to return 100% of the deposit. Jackson County reserves the right to cancel the reservation with 24 hours written notice due to emergencies, or other unforeseen conditions. If reservation is cancelled by Jackson County, a full refund will be issued to Renter.

General Rules

Facilities of the entire camp are available to renters with the exception of the area around the Park Host's residence and maintenance areas. Rental of Apserkaha Park includes electricity, water, garbage pick-up, basic restroom and kitchen supplies, and mattresses.

Please arrange specific check-in times with the Park Host. Park notices and signs are allowed only on surfaces that will not be damaged by the use of tape. All other fasteners are prohibited. Visitors may not climb trees or on park structures.

- Smoking shall not be permitted in the sleeping quarters and is not permitted in any buildings.
- Temporary outlets, lights and extension cords are not allowed without Park consent.
- Dogs (except service dogs) and pets are not permitted in the cabin structures.
- Open fires are allowed only in the outdoor fire-pits. During periods of high fire danger, all fires will be prohibited.
- Candles, fuel lamps and other flames shall not be permitted in the cabins.
- The lake can be hazardous for swimmers. No unsupervised swimming or water play for persons under 18 years of age unless supervised by an adult. All swimming is at your own risk, no lifeguards are on duty.

Serving of alcoholic beverages with kegs, trailer taps, and/or hard liquor is not permitted at any time; bottles and cans of beer and wine only by special use permit and may require an Oregon Liquor Control Commission (OLCC) license. It is the renter's responsibility to obtain this permit and provide a copy to the Parks Office. Renter shall prevent the possession and use of illegal drugs in camp during the period of occupancy.

Will alcoholic beverages be served: No Yes If yes, by whom: _____

Will alcoholic beverages be sold: No Yes If yes, by whom: _____

(If yes, proof of sufficient Liquor Liability Insurance shall be provided to Parks Office prior to event. The following should be named as an additional insured for the policy: "Jackson County, Oregon, and its elected officials, officers, volunteers, agents and employees.")

Supplies and Services Provided by the Renter

No supplies, including firewood, may be delivered prior to check-in time unless an exception is granted by the Parks office. Native firewood may not be cut at the camp. Renters are welcome to bring their own supply or may purchase firewood from the Park Host.

Liability

The person reserving the facility, on his/her behalf and on behalf of the using group and user entity, does hereby agree as follows:

1. User shall be solely responsible for the condition of the facility and shall leave the building and grounds in neat and clean condition, in accordance with security/cleaning deposit checklist and without any damage. **User understands entire security / cleaning deposit will be retained if area is not left clean or if any damage occurs, or if all keys are not returned.** User shall ensure items are picked up from the entire property, including all landscaped areas, walkways, and buildings.
2. User and invitees shall arrive and depart on time. An hourly rate will be charged for additional time facility is used, and this may be deducted from the security/cleaning deposit.
3. User shall indemnify, defend, and hold harmless Jackson County, its elected officials, officers, employees, agents, and volunteers, from and against from and against any claims, damages, costs, expenses, or liabilities (collectively "Claims") arising out of or in any way connected with this Agreement including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of User, its officers, agents, partners, employees, and all others invited onto the site or using the site under or through the authority of user ("invitees");
4. Without limiting the generality of the foregoing, the indemnification provisions set forth above apply to any injury to person or property resulting from or arising out of the selling, providing, consumption, or making available of any alcoholic beverage.
5. User acknowledges that a failure to promptly reimburse Jackson County for all damages or liability shall, in addition, result in termination of all future right to use the facilities and legal action.

Applicable Law

User and invitees shall comply with all local, state, and federal laws and regulations during use of facility.

User and Invitees' Property

Although the Jackson County is not responsible for lost or stolen property, property left at the facility may be turned in to the Parks Office. Inquiries may be made by calling (541) 774-8183 Monday - Friday between 8:00 AM and 5:00 PM.

Third Party Beneficiaries

County and User are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.

Reservation of Rights

Jackson County reserves the right to exclude user and invitees from its property at any time if user or any invitee violate any term of this Agreement.

Entire Agreement

This reservation agreement constitutes the entire agreement between User and Jackson County on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein. No waiver, consent, modification, or change of terms of this agreement shall bind any party unless in writing and signed by User and County.

The undersigned has read and agrees to be bound by all terms and conditions contained in this Reservation Agreement.

Date

User Signature
(Person responsible and in charge)

User Name (Print)

User Entity (Name of Organization / Group)