



**CEDAR HILL CLUB, INC.**

156 Cedar Grove Lane, Somerset, NJ 08873

Phone: 732-873-2792

**CONTRACT Addendum– Between Cedar Hill Club, Inc. and Cedar Brook Day Camp with respect to Parking Lot Usage in 2024.**

This amended contract made and entered into this day by and between **Cedar Brook Day Camp** and **Cedar Hill Club, Inc.** for the purpose of Cedar Brook Day Camp's use of Cedar Hill Club's facilities for use of the parking lot in June, July and August 2024.

**CONTRACT TERM:** This agreement covers CBDC use of designated facilities from June 19<sup>th</sup> to August 25<sup>th</sup>, 2024.

**PERIOD of USE:** June 17, 2024 to August 23, 2024

- CBDC has the ability to utilize the designated areas of the parking lot of CHC

**DAYS AND HOURS OF OPERATION:**

- **Days:** Five Days per week, Monday thru Friday. Special events for CBDC during July and August 2024.

**HOURS OF USE:** 7:30am – 6:00pm and Special Events during July and August (please note that CBDC will notify CHC of any special event dates and times ahead of the event)

**CHC FACILITY ACCESS:**

- **Drop Off and Pick-Up from Camp:** CBDC families are permitted to utilize the CHC parking lot for drop off and pick up procedures.
- **Parking:** Designated areas of the parking lot of CHC will be utilized by CBDC families as overflow parking areas for CBDC. All cars must be parked properly between the lines in the parking lot. No more than 30 cars are allowed parked on CHC premises at any time. Cars not parked appropriately will be towed at owner's expense.

**CBDC RESPONSIBILITIES:**

- All cars entering the CHC parking lot must follow the CHC posted traffic patterns.
- All cars entering the CHC parking lot will respect speed limits and driving safety guidelines
- Cedar Brook Day Camp will setup and collect cones daily going forward to direct morning and afternoon traffic at top of parking lot
- Cedar Brook Day Camp will provide parking lot oversight in morning and afternoon hours and special events. This personnel will be responsible for the safety of CBDC drivers and campers / camper families that are walking through the parking lot. This is especially critical during morning drop off and afternoon pick-up so CBDC will have parking lot attendants during these peak times.

## FEES AND PAYMENT REQUIREMENTS:

The fees for CBDC usage of CHC parking facilities for 5 days per week (weekdays only) between June 17, 2024 to August 23, 2024 are:

Description	Fee
June 2024	
July 2024	
August 2024	
<b>Total</b>	
<b>Adjusted Discounted Total</b>	

### *Billing and Payment Cycle*

The fees for CHC parking usage will be billed and payment is due from CBDC to CHC or a CHC designated entity as follows:

Service	Billing Date	Payment Due	Payment Amount*
June and July 2024 Parking Lot Usage	July 1, 2024	July 30, 2024	
August 2024 Parking Lot Usage	August 1, 2024	August 15, 2024	

A late charge of one percent (1%) per week will accrue on amounts not paid by payment due date of the invoice. If payment on invoices is past due more than 7 days, CHC reserves the right to refuse entry to the premises until payment is received. CHC reserves the right to require payment of outstanding fees prior to resuming access to CHC for the camp. All costs of collection of amounts due and owing hereunder shall be paid by CBDC.

### Terms and Conditions

**PROPERTY OR FACILITY DAMAGE:** CBDC agrees to pay for any property or facility damage that is caused by CBDC usage. CHC staff will complete pre and post-CBDC visit assessments of facilities and document damage.

**CERTIFICATE OF INSURANCE:** CBDC will provide CHC with proof of certificate of insurance with proof that utilization of CHC facilities is covered by CBDC. There must be a certificate of insurance for commercial general liability insurance coverage provided by CBDC in the amount of 3 million dollars per occurrence and three million dollars in aggregate. Coverage should include The Cedar Hill Club as additional insured and be deemed as primary coverage and CBDC MUST provide a copy of the endorsement issued by the insurance carrier to support the "additional insured" status by June 1, 2024.

**RISK:** All persons using any of CHC's facilities do so at their own risk. CHC is NOT responsible for accidents or injury or for loss or damage to personal property sustained in connection with the use of the club's facilities.

**HOLD HARMLESS:** To the maximum extent permitted by law, CBDC agrees to defend, indemnify and hold harmless CHC, their employees, board members, members, agents and representatives, from and




against all loss or expense, including but not limited to judgements, settlements, attorney fees, and costs for bodily injury, death or property damage, by reason of the acts of any and all agents and representatives, arising out of any act or omission under or in connection with the use of the pool, except only such injury as shall have been occasioned by the sole negligence of CHC, its appointed and elected officers, employees, agents or representatives. To the extent any of the damages referenced herein were caused by or resulted from the negligence of CHC, its appointed and elected officers, employees, agents or representatives this obligation to indemnify, defend, and hold harmless is valid and enforceable only to the extent of the negligence.

I, the undersigned, have read the above items and agree to the terms and requirements as set forth in this agreement.

I, the undersigned, have read the above items and agree to the terms and requirements:

Cedar Brook Day Camp Representative's Name

(printed): Galen Smith - Executive Director

Signature:  Date: 10/01/23

CHC Board President's Name (printed): \_\_\_\_\_ Jim D' Ambrosio \_\_\_\_\_

Signature:  Date: 10/18/23