



Camp Tuhsmeheeta Use Agreement

Revised 1.31.24

This agreement is by and between the Michigan Department of Education – Low Incidence Outreach (hereinafter MDE-LIO) and the **USER**. MDE-LIO has agreed to allow the **USER** to use the facility provided the following terms and conditions are met.

References: [State of Michigan Department of Lifelong Education, Advancement, and Potential](https://bit.ly/3uPzT6U) (bit.ly/3uPzT6U)

- A. **Description of Camp Tuhsmeheeta Premises:** MDE-LIO agrees to allow the **USER** to use the grounds and facilities of Camp Tuhsmeheeta (hereinafter Camp T), located at 10500 Lincoln Lake Avenue, Oakfield Township, Kent County, Greenville, Michigan.
- B. **Condition of Premises:** MDE-LIO assures that the Camp T premises are, at the time of this Use Agreement, in good order, repair, and in a safe, clean, and usable condition. The **USER** represents that they are using the Camp T premises in an “as-is” condition and agrees to maintain the premises in its present condition. To that end, the following conditions will need to be followed:
- Bunk beds, dressers, and log furniture should not be moved without Camp T staff’s prior approval.
 - All arts and crafts involving plaster, clay, paints, tie-dye, etc., must be confined and used at the Jack Pine arts and crafts pavilion only. No glitter shall be used in any location.
 - No tape shall be used on walls, floors, doors, windows, or concrete.
 - Activity and dining area cleanup is the responsibility of the **USER** and includes cleaning tables, sweeping floors, mopping as needed, and taking out trash after each meal or activity.
 - General facility upkeep is the responsibility of Camp T staff.

C. **Term:** The term of the Use Agreement is from 3 p.m. check-in to 10 a.m. check-out for the dates referenced in Camp T's online Camp T's reservation system. The **USER** must provide an adult leader to check in with camp staff no later than 3 p.m. on the arrival day. The **USER** must maintain an adult supervisor on campus grounds until checkout.

D. **MDE-LIO shall provide the following services:**

- indoor heating and cooling (A/C is not available in the cabins)
- electricity (where currently installed)
- water and sewer
- building(s) maintenance
- grounds maintenance
- weekly trash and rubbish removal from a central dumpster
- replacement of light fixture tubes and bulbs
- pest control

E. **Group Behavior:** Group leaders are required to monitor the activities of their groups, including any social guests. Standard campus rules apply to all camp visitors and staff. The **USER** agrees that they will not use the premises for any unlawful purposes and will obey all laws, rules, and regulations of all government authorities, including all federal, state, and local laws, while using the Camp T facilities.

Campus rules include:

- No smoking.
- No alcohol or drugs (including, but not limited to, vaping, smoking, marijuana, chewing tobacco).
- No food or drink of any kind (except water) are permitted in the sleeping cabins or Oak Recreation Center.
- No firearms are allowed on the premises.
- No fireworks/explosives/incendiary/pyrotechnic devices of any kind.
- No bullying, coercing, hazing, or horseplay (including food fights or other bunk room horseplay).
- No cell phone or recording devices are to be used in areas where a reasonable expectation of privacy exists.
- Group leaders shall handle any illegal activity to the extent of the law. A written record shall be provided to Camp T staff.

In the judgment of Camp T staff, if any violation is deemed significant, the Michigan Department of Education has the right to terminate this Use Agreement. Upon termination, the **USER** will be required to vacate the premises immediately.

Note: General rules and regulations for camp usage are on the [Camp T Policies page](http://camptuhsmeheeta.org/policies) (camptuhsmeheeta.org/policies). The **USER** must ensure that all campers are aware of the rules outlined in the policies.

F. **High-Adventure Activities:**

High-adventure activities include, but are not limited to, the following:

- Swimming
- Boating
- Watercraft
- Climbing tower
- Archery
- Challenge Course
- Recreation center and field activities
- Others

High-adventure requirements: Adequate adult supervision and/or trained staff are required for all high-adventure activities.

- A certified lifeguard is required for swimming and boating. It is the sole responsibility of the **USER** to provide a certified lifeguard. The lifeguard's current certification must be submitted to camp staff prior to the water activity. Camp T does not supply lifeguards for **USER** groups.
- All waterfront equipment and watercraft must be returned and secured in its proper location.
- [Camp T's Adventure Education Participation Informed Consent Form \[PDF\]](https://bit.ly/CampTAdvForm) (bit.ly/CampTAdvForm) must be completed for each high-adventure participant prior to engaging in the activity.

G. **User Fee:** A nominal fee covers the cost of food, lodging, and certain programming. Pricing and reservation details can be found on [Camp T's Pricing and Reservations page](https://camptuhsmeheta.org/pricing-reservations) (camptuhsmeheta.org/pricing-reservations).

- Refunds may be issued under extenuating circumstances as determined by the site director.
- Credit cards are the only payment method accepted.
- Reservations are only accepted via the [Camp T Reservations page](https://camptuhsmeheta.org/pricing-reservations/reservation) (camptuhsmeheta.org/pricing-reservations/reservation).

H. **Alterations:** No alterations, modifications, or improvements shall be made to the premises by the **USER**.

I. **Late Arrivals and No-Shows:** Should a group arrive late, Camp T staff request that the group leader must contact Camp T to communicate the late arrival. Any group with a "no-show" or less than 24 hours' cancellation automatically forfeits its entire reservation and refund.

J. **Visual Inspection:** The **USER** agrees to conduct a visual inspection of the Camp T premises prior to each use and warrants that the premises will be used only if it is in a safe condition.

K. **Pre-Use Condition:** The **USER** agrees to be responsible for preparing any areas of the Camp T premises they plan to use and returning the area to its original state/condition.

L. **Damage and Repairs:** The **USER** shall reimburse the State of Michigan for any repairs to the Camp T premises resulting from damage that exceeds the normal wear and tear expected from the lawful and proper use of the premises.

M. **Indemnification:** The **USER** hereby expressly agrees to hold harmless, defend, and indemnify the State of Michigan, its agents, and employees, from and against any and all claims, costs, losses, suits, demands, actions, liabilities, damages, causes of actions, or judgments which may in any manner be imposed on or incurred by the State of Michigan, its agents, and employees, for any bodily injury, loss of life, and/or damage to property, including the State of Michigan's agents, employees, and property, resulting from, arising out of, or in any way connected with the Use Agreement of the Camp T premises.

N. **Liability Insurance:** The **USER** shall maintain general premises liability insurance for the premises identified as Camp T. Such insurance shall provide full coverage for the **USER**, the State of Michigan, and their respective agents and employees and which protects against all claims, demands, actions, suits, or causes of action, and judgments, settlements, or recoveries, for bodily injury or property damage arising out of a condition of the Camp T premises. The **USER** agrees to maintain minimum policy limits in the amount of \$500,000 per occurrence for property damage, and \$1,000,000 per occurrence for bodily injury, with a \$2,000,000 aggregate. If requested, the **USER** shall provide to the State of Michigan at least seven days prior to the date upon which the **USER** begins to use the premises a certificate of insurance listing the State of Michigan, its several departments, boards, agencies, commissions, officers, and employees as additional insured. The **USER's** failure to obtain and maintain proof of the liability insurance described above does not waive the **USER's** responsibilities as listed above.

- O. **Assignment:** The **USER** agrees that they will not assign any of their rights under this Use Agreement, and any such assignment will void this agreement at the sole discretion of MDE-LIO.
- P. **Child Welfare/Protection:** The **USER** agrees that it is solely responsible for implementing appropriate screening and supervision procedures to protect children, youth, and vulnerable adults attending the **USER's** function at Camp T. Through this Use Agreement, the **USER** shall ensure all adults working with, living with, and/or supervising children on Camp T property are checked through the Michigan State Police or the equivalent law enforcement agency from the State of Michigan, Canadian province, or other country where the person usually resides (e.g., Michigan State Police, Internet Criminal History Access Tool (ICHAT)). The **USER** should also have documentation from the Michigan Department of Human Services, the equivalent State of Michigan or Canadian provincial agency, or equivalent agency in the country where the person usually resides, that any person age 18 or older has not been determined to be a perpetrator of child abuse or child neglect. The **USER** will be required to provide criminal history information to Camp T staff if requested. The ratio of staff to campers shall follow the State of Michigan Department of Licensing and Regulatory Affairs (ref. a) rule number R 400.11111. If it is found that the **USER** has failed to comply with all applicable (including, but not limited to, all environmental) laws, regulations, codes, and permits necessary in connection with its use of the premises commonly known as Camp T, the department may immediately terminate this Use Agreement.
- Q. **Lodging:** Various forms of lodging are available at Camp T for overnight **USERS**. Groups may choose between primitive camping, rustic camping, or lodge camping experiences.

Primitive Camping

Primitive camping sites are available on the property. Primitive sites have no running water or electricity. The sites are open areas where the **USER** may set up tents and have a campfire. Groups choosing primitive camping should practice "leave no trace" principles and consider food and animal nuisance issues in their trip planning.

Rustic Camping

- Rustic camping is in the central White Pine area and includes four wooden platforms. Outside rental groups must provide their own tents. Shower and restroom facilities are nearby in White Pine Lodge. Campfires are permitted at Center Island's fire ring only.
- In the Jack Pine area, tent camping sites are available and sleeping pads are recommended. Campfires are permitted at the Jack Pine fire ring only.

Lodge Camping

- Camp T's Maple and Birch lodges are two-story, heated buildings with bunks, dressers, restrooms, showers, and lounging areas. Each cabin can lodge 30 people. Washing machines and dryers are available in the basement of both lodges. Hickory Lodge can house six people and has no restrooms.