

## Summer Camp Request for Proposals Wells Branch Community Library District

Wells Branch Community Library (WBCL) is currently seeking proposals for 2015 summer camps. Proposals will be accepted through 5 pm on February 28, 2015 and can be submitted either in person to the Director at WBCL or via email at [director@wblibrary.org](mailto:director@wblibrary.org). All camp decisions will be made at the March 2015 Board of Trustees meeting and applicants will be notified by March 9, 2015 of the Board's decisions to accept, negotiate, or decline proposals. WBCL will evaluate proposals to serve the best needs of the library provided the proposals comply with the terms listed below. WBCL Board of Trustees reserves the right to decline any proposal that is not in line with the WBCL operating policies or goals, in its sole determination. WBCL may accept all or no responses to this announcement.

The successful proposal will contain the following information:

- The camp description or service provided, who will teach/lead the camp, and the proposed camper audience both in age range and in number of campers to be accommodated.
- The total specific time, including the day(s) of the week and date(s), required, and the size of the meeting room requested. Alternate dates should be listed if a first choice cannot be accommodated.
- The camp requirements that are requested from the library (projectors, screens, DVD player, storage, tables/chairs, etc.).
- Any advertising space needs or desires.
- Financial terms.

Summer camps are intended to provide activities for families and groups and to raise funds for the library's operation during non-school terms. As such, it is required that any camp proposal will adhere to the meeting room policies and procedures. Although WBCL personnel are on-site to assist with meeting room problems, library personnel will not be available to assist with camp operation. Camp leaders must make provisions to recruit necessary volunteers and personnel independently. Camps are to be staffed appropriately and campers must be supervised by the independent organization at all times.

All camps will be run independently of WBCL. All camps must do their own advertising and registration. Funds will not be accepted and recruitment will not be done through the library; the sponsoring camp provider must perform these operations. WBCL management reserves the right to periodically monitor camps to ensure compliance with meeting room policies.

WBCL insurance policy will not cover private camps.

A minimum of 15% of the revenue for each camp will be given to the library. WBCL expects to receive, at a minimum, the cost of the meeting rooms outlined in the Meeting Room Policy. Library management may be available to assist with determination of what that minimum contribution should be; contact [karen@wblibrary.org](mailto:karen@wblibrary.org) for assistance. These funds must be paid in full to the library prior to the close of camp on the final day of camp.

The following language must be included on all proposals:

**Expenses, Business Permits, Certificates and Licenses**

*Camp Provider* shall be responsible for all expenses incurred while performing the camp under this agreement. *Camp Provider* complies with all federal, state, and local laws required to carry out the services under this agreement.

**Independent Status**

*Camp provider* is not an employee of the library. *Camp Provider* is an independently owned company. *Camp Provider* provides services to other groups at other locations and will continue to do so.

**Indemnify**

*Camp Provider* shall indemnify and hold the library harmless from any loss of liability arising from performing services at the WBCL location.

**Severability**

In the event any provision of this Agreement is deemed void, invalid or unenforceable, that provision shall be severed from the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect.

**Force Majeure**

Time is of the essence in the completion and delivery of the obligations stated herein. If the obligations are delayed by the following, an equitable adjustment will be made for delay or failure to perform hereunder:

- (a) Any of the following events: (i) catastrophic weather conditions or other extraordinary elements of nature or acts of God; (ii) acts of war (declared or undeclared), (iii) acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; and (iv) quarantines, embargoes and other similar unusual actions of federal, provincial, local or foreign Governmental Authorities; and
- (b) The non-performing party is without fault in causing or failing to prevent the occurrence of such event and such occurrence could not have been circumvented by reasonable precautions and could not have been prevented or circumvented through the use of commercially reasonable alternative sources, workaround plans or other means.

**Notices**

All notices and communications in connection with this Agreement shall be in writing and shall be considered as follows:

- ❖ When delivered personally to the recipient's address as noted in the Agreement and signed as received by the recipient's authorized representative.
- ❖ Three (3) days after being deposited into the US mail, according to postmark documentation and addressed to the companies noted in this Agreement.