



San Bernardino Regional Parks Department

**CAMPGROUND HOST AGREEMENT**

This At-Will Volunteer Contract ("Contract") is entered into on this day \_\_\_\_\_, by and between San Bernardino County, by and through the San Bernardino County Regional Parks Department ("Agency"), and \_\_\_\_\_,

an individual ("Volunteer"). The parties herewith enter into this Contract to outline the terms and conditions of Volunteer's agreement with Agency on a contractual, temporary and part-time basis to provide services to the Agency.

1. **Volunteer Duties and Obligations.** Volunteer will be classified as a contract volunteer whose position will be Recreation Campground Host. Duties of the Recreation Campground Host generally will include: customer/camper support duties, cleaning, and maintaining a presence at the campground in order to observe and report incidents and ensure the safety of the campers and Agency facilities. Without limiting the generality of the foregoing, Volunteer's obligations and duties shall include, but are not limited to, the items described in the Recreation Campground Host job description attached hereto and incorporated herein by reference as Exhibit A.
2. **No Term of Employment/At-Will.** Agency will allow Volunteer to assist on a temporary basis to perform the above-described duties and those listed in Exhibit A, as the same may be amended from time to time by Agency. The Contract shall commence, and shall continue for a term of six months, unless either party provides 14 days notice to the other party to terminate the Contract prior to the expiration of the term of the Contract. Volunteer specifically waives any right he or she may or may not have under federal or state law requiring that any termination be for "just cause". **THIS IS AN "AT-WILL" VOLUNTEER CONTRACT AND, AS SUCH, CAN BE TERMINATED AT ANY TIME BY EITHER PARTY WITH OR WITHOUT CAUSE.**
3. **Compensation.**
  - 3.1. **No salary or other benefits; Exempt from Wage and Hour Laws.** Volunteer hereby understands and acknowledges that Volunteer will not receive any salary, benefit, compensation or other remuneration except those expressly set forth herein. Volunteer acknowledges and with full understanding hereby waives any right Volunteer may have to make a contention contrary to the fact that Volunteer is exempt from the state and federal wage and hour laws under 29 U.S.C section 213(a)(3).
  - 3.2. **LODGING.** While a volunteer with the Agency, Volunteer shall be entitled to free lodging (as hereinafter defined). Lodging shall include one campsite.
4. **Volunteer Hours.**

- 4.1. Volunteer shall perform volunteer work at least five days per week on a schedule that includes Friday, Saturday and Sunday of each week.
- 4.2. **Maximum Hours Worked.** Notwithstanding anything to the contrary in this Contract, Volunteer understands and acknowledges that he or she may not perform volunteer work more than 30 hours per week.
5. **Other Volunteer Benefits.** The compensation referred to in Article 3, above, shall be the total compensation provided by Agency. Agency will not be obligated to provide any other benefits to Volunteer including, without limitations, vacation, sick leave, paid or unpaid leave of any type, leave of absence, medical, dental, vision, or any other type of health coverage, retirement, deferred compensation, insurance, allowances, vehicle use or reimbursement for County vehicle use. Agency will provide minimum statutorily required levels of coverage under workers' compensation insurance and other applicable laws, but shall provide no other benefits other than those minimally required by law.
6. **No Skelly Hearing Or Specialized Training.** Because Volunteer is classified as a contract volunteer on a temporary, part-time basis and at-will, Volunteer understands and acknowledges that he or she has no "constitutionally vested" property rights in his/her job with Agency.
7. **Lodging.** As described in Article 3, above, part of Volunteer's compensation is Lodging. Volunteer will be entitled to Lodging so long as Volunteer is volunteering with Agency. The terms and conditions of Volunteer's receipt of Lodging while volunteering is governed by this Contract and the terms and conditions of the job description attached hereto and incorporated herein by reference as Exhibit A. Upon termination of this Contract, Volunteer shall have seven days to vacate (remove all personal property etc). If Volunteer remains in Lodging for whatever reason, Volunteer will become responsible for the then-existing fees associated with use of the campground including, without limitation, the then-existing per day campsite rental rate. Volunteer acknowledges that this Agreement is not a lease or rental agreement, that Volunteer is not a tenant or resident, that this Agreement does not convey an estate or interest in real property and that Volunteer's occupancy of the campsite is incidental and depends on Volunteer's status as a volunteer and that Agency may terminate this Agreement with 14 days' notice.
8. **Miscellaneous**
  - 8.1. **Compliance with Laws.** Volunteer will comply with all federal and state laws while volunteering with Agency and while at the campground including, without limitation, laws related to drug and alcohol use, prohibitions on age, sex, racial, or other protected class discrimination. Volunteer shall not use or permit the use of the campsite for any illegal purpose.
  - 8.2. **Integration.** This Contract incorporates the entire agreement of the parties with respect to the subject matter hereof. All prior or contemporaneous oral, written, or other covenants or agreements are hereby superseded and of no force and effect.
  - 8.3. **Severability.** If any portion of this Contract is deemed to be void, invalid or unenforceable, that provision or provisions shall be severed from the remainder of the Contract so as not to void, invalidate or render unenforceable the entire contract. All remaining unsevered provisions shall then remain in full force and effect.
  - 8.4. **Modification.** Except as otherwise provided herein, this Contract may be modified, terminated, superseded or voided only in writing signed by both parties.

