



CANAL QUARTERS USER AGREEMENT

You must agree to the terms of this Canal Quarters User Agreement (“this Agreement”) before registration in order for your stay in a Canal Quarters Lockhouse (“a lockhouse”) in the C&O Canal National Historical Park (“the Park”) to be confirmed and be deemed valid. By clicking on the acceptance of terms box, you (“the Responsible Party”) agree with the C&O Canal Trust (the Trust), on behalf of yourself and all other persons using the Lockhouse during the period of your stay, including your invitees, guests, and other occupants (collectively, “the Users”), as follows.

I. Registration, Cancellation Policy and Refunds.

1. Cancellations:

More than 30 days prior: Full refund less a \$15 card processing fee.

Less than 30 days prior: No refund available.

Note: *Reservations made less than 30 days prior to the date of arrival are not eligible for a refund.*

2. Reschedule:

More than 7 days prior: One-time reschedule.

Less than 7 days prior: No reschedule available.

- 3. A note on requesting refunds:** *All proceeds received from the Canal Quarters program go toward rehabilitating, preserving, maintaining, and the general upkeep of seven nearly 200-year-old lockhouses and the staffing and resources to do so. We will always honor the cancellation and reschedule policies above, but we ask that you consider allowing funds to stay in the program as a donation to a unique interpretive program in a national park. Thank you!*

II. Arrival and Departure Procedures.

1. Registering for a night in Lockhouses 10, 21, 22, 25, 28, and 49 allows access to the Lockhouse from 3 p.m. the first day of a registered stay to 10 a.m. the last day. Guests at Lockhouse 6 have access from 2 p.m. the first day to 10 a.m. the last day. Users who stay beyond their registered times will be charged for an additional day.
2. In order to be good stewards of the Lockhouses and the Park, the Trust and the National Park Service rely on Users to maintain the cleanliness of each Lockhouse. Each party is required to clean the Lockhouse before departure. Be sure to leave sufficient time to get it all done. **FAILURE TO LEAVE THE LOCKHOUSE IN CLEAN CONDITION**



WILL RESULT IN A MINIMUM CHARGE OF \$100 ON THE CREDIT CARD OF THE RESPONSIBLE PARTY.

- a. The Responsible Party is requested to follow the steps detailed in the Arrival/Departure Checklist (available on the Canal Quarters website, and in each Lockhouse's guest services guide. Any damage to or loss of property in the Lockhouse not noted on the Arrival Checklist and reported to the Trust at the time of the next guest's arrival will be presumed to have been caused by the Users.
- b. Users are responsible for leaving the Lockhouse in a clean condition. "Leave it better than you found it" is the operating philosophy for overnight visitors.

III. General Terms.

1. The Trust, its designees, and National Park Service personnel reserve the right to enter the Lockhouse in cases of emergencies, maintenance, or security concerns.
2. Users are expected to act responsibly, to treat all historic buildings and resources within the Park with care and respect, and to protect them for their benefit and for the benefit and enjoyment of future visitors.
3. All National Park Service Rules and Regulations apply to the Users.
4. Specific rules and regulations that apply to the Park and to the participants in the Program include, but are not limited to, the following:
 - i. Gathering Firewood. Dead wood on the ground may be collected for use in fire pits at the lockhouse. Live wood and standing dead trees may not be cut for use. Please do not bring firewood from outside the Park.
 - ii. **NO** trash may be left in the lockhouse or within the Park. Doing so violates C&O Canal NHP guidelines and regulations. Used trash bags must be brought with the guest at the time of departure.
 - iii. Fires. Open flames of any sort are prohibited within the lockhouses. Open flames outside of lockhouses are only approved as contained within approved structures (outdoor fire rings – available at Lockhouses 10, 21, 22, 25, 28 and 49). New fire rings may not be constructed. All interior fireplaces are inoperable and indoor fires are strictly prohibited.
 - iv. Alcoholic Beverages. Consumption of alcoholic beverages is prohibited within the park. Alcoholic beverages are permitted within the Lockhouse, but not outside.
 - v. Smoking. Smoking is strictly prohibited in or around (within 25 feet) all lockhouses.



- vi. Pets. Pets are allowed in the C&O Canal National Historic Park (the Park) but must be leashed at all times. **All pets are prohibited in the lockhouses EXCEPT for registered support animals with documentation provided prior to your visit.**
- vii. Camping. Camping in the Park is restricted to designated sites. Overflow camping, in tents, vehicles, or in any other form, is prohibited on the grounds or vicinity of any lockhouse.
- viii. Motorized Vehicles. The use of motorized vehicles is not permitted on the C&O Canal towpath. All gates and/or signs must be respected. Motorized vehicles include, but are not limited to, automobiles, ATVs, motorcycles, and mini-bikes. An exception to this policy is electric (battery-assisted) bicycles which require pedaling in order to operate.

IV. Responsible Party and Group Responsibility. As the Responsible Party, you agree on behalf of yourself, and the Users as follows:

- 1. The Responsible Party is at least 21 years old. The Responsible Party will accompany the Users for the entire period of occupancy, and the Responsible Party assumes complete responsibility for the conduct of the Users. The Responsible Party will ensure that the Users comply with the requirements of this Agreement.
- 2. The Responsible Party will treat the lockhouse and surrounding property with respect and will utilize the lockhouse and grounds in a safe and orderly manner. The Responsible Party will proceed with caution when using any electrical devices, cooking appliances & implements, fire rings, splitting implements, furniture, doors, showers, toilets, sinks, or other utilities which may cause bodily harm if used incorrectly.
- 3. The Responsible Party will report any damage to the Lockhouse to the Trust immediately. The Responsible Party will promptly pay for the cost of any repairs or other damage or loss to the Lockhouse caused by the Users, and the Responsible Party authorizes the Trust to charge the cost of any such repairs or loss to their credit card.
- 4. The Responsible Party will indemnify and hold harmless the Trust, including without limitation, its officers, affiliates, successors, assignees, employees, agents, consultants, contractors, and attorneys, and the National Park Service from any and all claims, demands, damages, liabilities, obligations, losses, costs, expenses, actions and causes of action of every kind and nature, including reasonable attorney's fees and costs, (collectively "Claims"), related to or arising out of the User's occupancy and use of the Lockhouse, excepting only Claims attributable to the gross negligence or willful misconduct of the Trust.
- 5. On behalf of yourself and the Users, the Responsible Party hereby releases and forever discharges the Trust and the National Park Service from any and all Claims, whether now known or unknown, suspected or unsuspected, which any User now has, own or holds, or at any time heretofore has ever had, owned or held, or could, shall or may hereafter have, own or hold, based upon, related to or by reason of the User's occupancy



and use of the Lockhouse, excepting only Claims attributable to the gross negligence or willful misconduct of the Trust.

V. General Rules.

1. This Agreement is governed by Maryland law.
2. In the event of a failure to adhere to the terms of this Agreement, or the rules and regulations of the National Park Service, this Agreement, and the right to use the Lockhouse, may be rescinded immediately by the Trust or the National Park Service.