



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 (collectively, the Users), as follows.

1) Registration, Cancellation Policy and Refunds.

- a) Following registration, you will receive an email confirming your registration and detailing your itinerary. It is the Responsible Party's responsibility to review this information upon receipt. If there is an error in the itinerary, call the Trust immediately.
- b) Any changes or cancellations require 30 days advance notice. Cancellations more than 30 days in advance of your arrival will receive a refund upon request, less a \$15 processing fee. Cancellations made less than 30 days prior to the scheduled arrival date will result in full forfeiture of the payment.
- c) In the event that the Park unexpectedly closes, such as in the event of flooding, and registrants are not able to access their reserved Lockhouse during the period of their reservation, the Trust will rebook or provide a full refund upon request.
- d) Please contact the Trust at 301-745-8888 between 9:00 a.m. and 12:00 p.m. (noon) Monday through Friday with any questions or if you need any assistance.

2) Arrival and Departure Procedures.

- a) Registering for a night in Lockhouses 10, 21, 22, 25, 28 and 49 allows access to the Lockhouse from 3:00 p.m. to 10:00 a.m. the following day. Guests at Lockhouse 6 have access from 2:00 p.m. to 11:00 a.m. the following day. Users who stay beyond their registered times will be charged for an additional day.
- b) 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. Be aware that there is no cleaning service in Canal Quarters lockhouses. The way you leave the lockhouse is the condition the next guests will find it. Therefore, 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 \$50 ON THE CREDIT CARD OF THE RESPONSIBLE PARTY.**
- c) The Responsible Party is requested to follow the steps detailed in the Arrival/Departure Checklist (available on the Canal Quarters website and upon request). The checklist should be taken to the lockhouse during your visit, completed, and returned to the Trust. 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 arrival will be presumed to have been caused by the Users.
- d) 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. On departure, this includes:
 - Sweeping the floors, wiping down the kitchen and dining areas, cleaning and putting away all cooking utensils, dishes, etc.
 - Removing all food items and other supplies that were brought onsite. Users must remove trash and garbage from the Lockhouse and the Park. The Park is a trash-free park and there are no trash cans on site.
 - Restocking kindling and wood.
 - Extinguishing, cleaning out, and disposing of all ashes from the fire rings (Lockhouses 10, 21, 22, 25, 28, 49). Failure to fully extinguish fires will result in a charge of \$50 to the Responsible Party's credit card.
 - Turning off all lights.
 - In the winter, setting the thermostat to 50 degrees and 80 degrees in the summer upon departure (applies to Lockhouse 6, 10, 21 and 49 only).
 - Closing the external shutters, and bolting and locking them in place. Closing and locking all screens and windows.
 - Removing detachable screens and standing them against the nearest wall.
 - Locking the back and cellar doors. Locking the front door behind you.

- Don't forget to replace the front door key attached to the front portion of the lockbox. Failure to replace the key will result in a charge of \$50 to the Responsible Party's credit card.
- e) The Responsible Party is responsible to immediately inform the Trust by telephone of anything that should be rectified before the next visitor arrives.

3) General Terms.

- a) The Trust, its designees and National Park Service personnel reserve the right to enter the Lockhouse in cases of emergencies, maintenance, or security concerns.
- b) 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 enjoyment and for the benefit and enjoyment of future visitors.
- c) All National Park Service Rules and Regulations apply to the Users. Specific rules and regulations that apply to the Park and to 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) 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 fires are strictly prohibited.
 - iii) Alcoholic Beverages. Consumption of alcoholic beverages is prohibited within the park.
 - iv) Smoking. Smoking is strictly prohibited in or around (within 25 feet) all Lockhouses.
 - v) 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.**
 - vi) 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.
 - vii) 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, ATV's, motorcycles, and mini-bikes.

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

- a) 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.
- b) 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 your credit card.
- c) The Responsible Party will indemnify and hold harmless the Trust and the National Park Service from any and all claims, demands, damages, liabilities, obligations, costs, expenses, actions and causes of action of every kind and nature (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.
- d) 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, owns 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.

5) General Rules.

- a) This Agreement is governed by Maryland Law.
- b) 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.