HASTINGS LAKE LUTHERAN BIBLE CAMP (Effective November 22, 2010)

# This agreement is between:

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	(Name of Rental Group)	
	(Person signing the agreement)	
	(Street Address)	
	(City, Province, Postal Code)	
(Day Phone)	(Evening Phone)	(Cell Phone)
	@	
(Email	Address)	(Fax)
(Hereina	fter referred to as the "R -And-	enter")
# 1	ke Lutheran Bible Cam 35 - 51268 Range Road 2 rwood Park, AB T8G 1	04
(Hereina	ofter referred to as the "G	Camp")
(Rental	Coordinator who represents the Ca	mp)
<u># 1</u>	35 - 51268 Range Road 2 (Street Address)	<u>04</u>
She	(City, Province, Postal Code)	<u>E9</u>
780-662-2557		
(Camp Phone)	(Evening/House Phone)	(Cell Phone)
andrew@hastingslake.com		866-377-2149
(Email Address)		(Fax)

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### 1) The Intent:

This agreement is to identify the respective responsibilities of the Hastings Lake Lutheran Bible Camp Association (Camp) and the Rental Group / Individuals (Renter), who have indicated the desire to rent the facilities.

The Hastings Lake Lutheran Bible Camp is a Christian camp, involved in "Lutheran Outdoor Ministry", is operated by an elected Board of Directors, and is located on Hastings Lake at 135 - 51268 Range Road 204, hereinafter referred to as "the Camp".

All interpretations of this agreement should reflect the Christian faith and all actions at the Camp should honor the Lutheran faith and its practices.

# 2) The Rental Term and Dates:

Under this rental agreement, the Renter shall be entitled to use of the agreed portions of the camp between the following times and date(s):

From:		at:		
	(Arrival Date)		(Arrival Time*)	
То:		at:		
	(Departure Date)		(Departure Time)	•

Note: Rentals during the summer camp program from the mid-June until the end of August:

Setup & Check In: Fridays no earlier than 6:00 P.M.

Take down & Check Out: Sundays no later than 12:00 Noon.

\* The Renter is required to attend an orientation one-half hour before the guests arrive.

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# 3) Camp Rental Inclusions:

This rental includes use of the following indicated facilities:

 $\sqrt{}$  Mark = access and use is to be included in the rental

Solomon's Lodge – Extra Fee (refer to rate schedule)			
If the renter desires/requires exclusive use of the camp, they MUST rent Solomon's Lodge			
Dining Hall & Kitchen	Rustic Cabins (uninsulated, unheated)		
Triple Trailer	East Campground		
Basketball Court	West Campground		
Mary's Lounge	Swimming Pool (if available)		
Washrooms	Canoes/Lifejackets/Paddles*		
Noah`s Ark	Chapel		
Insulated Cabins (unheated)	Fire Pits**		

<sup>\*(</sup>Only if safety conditions are met)

Staff Cabins (not available during program season from mid-June to the end of August)

- \* The use of the swimming pool and waterfront equipment are governed by Alberta Law. Use of these amenities signifies acceptance of the Renter's responsibilities to comply with these laws.
- \*\* No fire pit (indoor or outdoor) or wood-burning stove shall be used by any of the Renter's members or guests if a fire ban is in effect or if it is otherwise unsafe to do so.

### 4) Camp Rental Exclusions:

- Rental fees do not include certified people for swimming, archery, etc. Staffing those positions is the responsibility of the renter.
- Rental fees normally do not include provision for meal preparation and cost of food for the Renter(s).
- Rental fees do not include first-aid supplies.
- Rental fees do not include use of sporting goods equipment such as balls, bats, archery equipment, etc. Canoes, including lifejackets and paddles are provided.
- o UPDATE-June 23, 2015: No wedding bookings until further notice.
- Camp rental does not include staff buildings.

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### 5) Camp User Guidelines:

The Renter acknowledges receipt of a copy of the "Camp Rental Rules and Guidelines" and accepts that the "Camp Rental Rules and Guidelines" document, are to be read, signed and returned as these rules and guidelines form a part of this Camp Rental Agreement.

The Renter further acknowledges its responsibilities in ensuring that all those participating in the Renter's use of the Camp will be informed of the Camp Rental Rules and Guidelines.

### 6) Conduct and Eviction:

The Rental Rules and Guidelines are posted in the Dining Hall.

The Camp reserves the right to evict, without refund, any person who has violated the Camp Rental Rules and Guidelines.

It is the responsibility of the Renter's official representative to draw them to the attention of the Renter's members and guests.

The Renter will be held accountable for the actions of all people who are on the Camp's property as a result of this rental, including damage, misuse, vandalism, etc.

#### 7) Liability and Insurance:

The Renter acknowledges that activities carried out in an outdoor setting, such as the Camp; carry with them a risk of injury or death. The Renter, the Renter's official representative, and the Renter's members and guests accept responsibility for all such risks incurred by their members, and by all people who are on the Camp's property as a result of this rental.

The Renter and the Renter's official representative indemnify and save harmless the Camp and the Camp's Board of Directors, staff, and volunteers from any legal liability arising out of the use of the Camp by the Renter's members and guests.

The Renter will take all necessary and appropriate actions, as may be deemed necessary and reasonable in an outdoor setting, to prevent incidents that might incur injury and or legal liability.

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# 8) Camp Staffing:

The Camp will provide staff:

- o To orientate the Renter to the facilities of the camp and their appropriate use.
- To ensure that the Camp User Guidelines (rules) are followed.
- To assist with emergencies, when available. Such assistance will be limited to those responsibilities assigned to them by the camp board.
- o To provide regular and routine maintenance and operations.
- To perform an inspection of the Camp, in conjunction with the Renter, immediately prior to the departure of the Renter.
- To report to the camp board concerning the use of the Camp by the Renter, and compliance with this agreement.

### 10) Agreed Rental Rates:

Refer to Rate Schedule provided on www.hastingslake.com for current year. Call for future rates.

## 10) Booking Deposit / Payment of Rental Charges:

In order to guarantee the Camp booking, for the rental dates specified and agreed, the Renter <u>must</u> enclose a Booking Deposit of \$500.00 for total fees in excess of \$750.00, or a deposit of \$200.00 for fees less than \$750.00.

This deposit must be submitted at the time that the Camp Rental Agreement is signed by the Renter and forwarded to the Camp. Failure to remit the required deposit may result in the cancellation of the rental by the Camp. This deposit is intended to cover noncompliance with this agreement.

#### 11) Cancellation

The Booking Deposit is normally non-refundable. However, if written notice of cancellation is received a minimum of 90 days prior to the planned arrival date, and the Camp is able to obtain a replacement booking at the same or higher rental fee; the camp will refund the booking deposit within 30 days of the planned departure date.

Failure to provide the required notice will result in the "Booking Deposit" being forfeited. In the event that the deposit is forfeited because the Renter failed to give the required 90 days notice, the forfeited deposit is taken as a genuine estimate of liquidated damages resulting from the cancellation.

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# 12) Non-Compliance

If the Renter is deemed to have areas of non-compliance, the camp rental coordinator will determine whether the deposit will be refunded in part or withheld in full from the Renter as a result of the non-compliance. This process will be completed within 30 days of the departure date. The decision will be communicated in writing to the Renter.

The camp board will adjudicate all disputes.

#### 13) Final Payment of Fees

Payment of all rental fees is required in full within 30 days of departure from the camp.

# 14) Attachments:

The following attachments form a part of this agreement and must be attached:

Attachment 1 - Rental Rules and Guidelines

### 16) Amendment:

This Agreement may be amended only by a written agreement signed by both parties.

# 16) Agreement Execution:

Signed on behalf of the Renter:	Signed on behalf of the Camp:
(Signature)	(Signature)
(Print Name)	(Print Name)
(Position)	(Position)
(Date)	(Date)