



# GUEST GROUP RENTAL AGREEMENT

# 2020

*Please complete all information requested (if applicable) by printing or typing. This document, when signed by representatives of both your guest group and Mountain Lakes Bible Camp, represents an official agreement.*

## GROUP INFORMATION



**\*Group Size:** \_\_\_\_\_

Name of Guest Group: \_\_\_\_\_ Age/Type of Group: \_\_\_\_\_

Arrival Date: \_\_\_\_\_ Arrival Time: \_\_\_\_\_ \*\* Departure Date: \_\_\_\_\_ Departure Time: \_\_\_\_\_ \*\*

\*Be as accurate as possible! There may be additional charges for over/under reporting your group size. See Coordinators Handbook for more information

\*\* The earliest Check-in Time is 4:00pm and the Latest Check-out time is 12:00pm

## COORDINATOR INFORMATION

Name: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Organization Address: \_\_\_\_\_ City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_

## FOOD

Food service is provided by Mountain Lakes: First Meal (Circle one) **Breakfast Lunch Dinner** Time: \_\_\_\_\_

What is your total # of Meals: \_\_\_\_\_ Last Meal (Circle one) **Breakfast Lunch Dinner** Time: \_\_\_\_\_

**One month prior to your camp date you will be asked to provide your meal choices and options. Meal options have changed so please refer to the online menu of meal options at [www.bbckfalls.org/facilityrental](http://www.bbckfalls.org/facilityrental) one month prior to your camp date.**

## ACKNOWLEDGEMENT OF UNDERSTANDING

***Please read and initial each item indicating your understanding***

***and agreement to comply.***

YES _____	NO _____	If it becomes necessary for your group to cancel, the deposit is automatically forfeited. In addition, if the cancellation is within 30 days of the date of the camp, you are responsible for the minimum use fees of \$500 per day your camp was scheduled.
YES _____	NO _____	I have read the Coordinator's Handbook and agree to abide to the facility use policies and have read the terms of the LICENSE FOR FACILITY USE on pages 2 & 3 of the Rental Agreement form. If I have questions or unable to meet any camp policies, I will contact the camp office immediately.
YES _____	NO _____	Our group will provide a qualified first aid person and I understand that failure to provide this person will result in our being unable to use the camp.
YES _____	NO _____	Deposit enclosed: \$ _____ (Schedule: \$250 for 2 nights or less; \$500 all others. All deposits are non-refundable and non-transferable)
YES _____	NO _____	I have obtained/will obtain Liability Insurance Coverage of at least \$1,000,000.00 for the complete duration of usage of the camp facilities.
YES _____	NO _____	We will provide the appropriate materials 1 MONTH PRIOR TO ARRIVAL AT CAMP. i.e. liability insurance certificate, menus/total number, lifeguard certification, medical staff certification, schedule, etc.

***\*If you answered no to any of the statements above, please explain on reverse side of page***

Guest Group Coordinator (sign): \_\_\_\_\_ Date: \_\_\_\_\_

David Stevens, Camp Pastor: \_\_\_\_\_ Date: \_\_\_\_\_

***Thank you for using Mountain Lakes Bible Camp. We are here to SERVE YOU!***

**FOR OFFICE USE ONLY**

Dep. Rec: \$ \_\_\_\_\_ Ch#: \_\_\_\_\_ Date: \_\_\_\_\_



# **GUEST GROUP RENTAL AGREEMENT**

**2020**

**MLBC Office:** 541-885-8161    **MLBC Facility:** 541-591-2999    **EMAIL:**

[MLBC@BBCMinistries.com](mailto:MLBC@BBCMinistries.com)

## **LICENSE FOR FACILITY USE**

The following sections apply to all users and affirmed by the signature of the Guest Group Coordinator on page 1 of the Rental Agreement.

### **SECTION ONE: INSURANCE**

Mountain Lakes Bible Camp provides no insurance coverage of any kind for any activities conducted on the property by licensee. Specifically, but not by way of limitation, Mountain Lakes Bible Camp carries no Commercial or Personal Liability coverage, no Automobile Liability or Physical Damage coverage, no Health or Accident coverage, no Director's and Officer's coverage no Errors and Omissions coverage for the Licensee or its agent, employees, members or volunteers. Licensee will need to obtain such coverage of its own. Licensee shall obtain Liability Insurance covering licensee, its agents, employees, volunteers, members and guests for any and all types of claims or loss which may arise from use of the premises or activities thereon. The Policy shall have single limit liability coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate. Licensee shall cause its insurance agent/company to have Mountain Lakes Bible Camp named as an additional insured on the Policy. Licensee shall provide Mountain Lakes Bible Camp with proof of insurance coverage, as describes herein, prior to the execution of this agreement and may not use the facilities until the coverage is obtained and accepted by MOUNTAIN LAKES BIBLE CAMP's Administration.

### **SECTION TWO: INDEMNITY AND RESPONSIBILITY**

Licensee shall at all times hold MOUNTAIN LAKES BIBLE CAMP harmless, indemnify and defend it from any and all claims, demands and/or liabilities arising out of or in any way connected with licensee's use of the premises, and whether said claims is made by the individuals on the facilities during the time of licensee's use. Licensee shall be responsible for the conduct of all individuals on the facilities during the time of licensee's use. Licensee agrees to erect no barrier whatsoever that causes any individual with a disability, as defined by the Americans with Disabilities Act of 1990 from having access to any part of Mountain Lakes Bible Camp's premises while used under this agreement and occupied by the Licensee or their agents. In the event the Licensee fails to provide accessible programs, materials, equipment, services or access to an individual with a disability, or removes, disables, hinders or erects any barrier preventing access to an individual with a disability while the Licensee is in possession of the premises, the Licensee shall be held solely responsible for that action. Mountain Lakes Bible Camp shall be held harmless by the Licensee for the Licensee's action or inaction of compliance with the Americans with Disabilities Act, Public Law 101.336, and the Licensee shall indemnify Mountain Lakes Bible Camp against any and all complaints and defend Mountain Lakes Bible Camp from all actions arising from the Licensee's negligence of compliance during the Licensee's occupancy of Mountain Lakes Bible Camp's premises. **WARNING:** The person signing the License may be personally liable to MOUNTAIN LAKES BIBLE CAMP for any claim, demand or liability that may arise from this use.

### **SECTION THREE: WORKER'S COMPENSATION**

Licensee acknowledges that neither it nor any of its members, invitees, agents, or employees are employees of Mountain Lakes Bible Camp and that Mountain Lakes Bible Camp is not responsible for the provision of Worker's Compensation coverage for the activities of Licensee.

### **SECTION FOUR: CONTROL OF FACILITY & SUPERVISION**

Mountain Lakes Bible Camp or its designees shall at all times maintain ultimate control of the Facility and may deny access any time, when in the best interest of Mountain Lakes Bible Camp. Any questions regarding use or access will be resolved by Mountain Lakes Bible Camp's Camp Pastor. All such decisions will be final. Adequate supervision shall be required for all outside use of camp facilities equipment. The superintendent or designee may require additional general supervision for activities. Minimum supervision in a building may require that a designated staff person be responsible or on duty in the building during any event or activity of an outside group.

### **SECTION FIVE: TERMINATION**

Either party may terminate this agreement at any time by giving written notice to the other, specifying the date of termination. Such notice shall be given not less than three (3) days prior to the date specified in such notice for the date of termination.

Should the above-described property, or any essential part of such property, be totally destroyed by fire or other casualty, this agreement shall immediately terminate; and, in the case of partial destruction, this agreement may be terminated by either party giving written notice to the other, specifying the date of termination. Such notice is to be given within thirty days following such partial destruction and not less than three days prior to the termination date specified in such notice.



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If Licensee shall make an assignment for the benefit of creditors, or be placed in receivership or adjudicated as bankrupt, or take advantage of any bankruptcy or insolvency law, this agreement terminates without further notice.

On any termination of this agreement, Licensee shall quit the above-described property, and shall remove from such property all property installed in, on, or attached to the above-described property.

Any termination of this agreement, howsoever caused, shall be entirely without prejudice.

## **SECTION SIX: GOVERNING LAW**

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the state of Oregon.

## **SECTION SEVEN: ENTIRE AGREEMENT**

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

## **SECTION EIGHT: MODIFICATION OF AGREEMENT**

Any modifications of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

## **SECTION NINE: NOTICES**

Any notice provided for or concerning this agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.

## **SECTION TEN: ATTORNEY FEES**

In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

## **SECTION ELEVEN: ASSIGNMENT OF RIGHTS**

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior express and written consent of the other party.

## **AGREEMENT WITH SPECIFIC POLICIES REGARDING MOUNTAIN LAKES BIBLE CAMP**

1. I understand Mountain Lakes Bible Camp does not allow its facilities to be used in a way that contradicts its usage policies as outlined in the Coordinators Handbook.
2. To the best of my knowledge the purpose for which I am requesting use of MLBC facilities will not contradict Bible Baptist Church's faith, and I commit to promptly disclose any potential conflict of which I am aware or become aware to church staff.
3. I am not aware of any activities or expressions of my own beliefs by me or the organization I represent renting the MLBC facility that contradicts the facility use policy of Mountain Lakes Bible Camp. I agree to promptly disclose any potential conflicts to the camp pastor.
4. I understand that requesting usage of MLBC facilities requires a completed and signed Rental Agreement, including all check boxes marked appropriately, and a deposit matching the fee schedule as outlined in the Coordinators Handbook.
5. I understand that my use of Mountain Lakes Bible Camp is subject to the camp pastor's approval, which is conditioned in part on my agreement to the requirements as outlined in the Coordinators Handbook.
6. I understand that I will be responsible for any damages to the camp facilities resulting from this proposed use of facilities.