

Sequoia Heights Camp & Conference Grounds

RENTAL AGREEMENT

45334 Poso Park Drive

Posey, CA 93260

559-292-1214

<https://sequoiaheightscamp.org/>

This rental agreement ("Agreement") is hereby entered into on _____, 20____, at _____, California.

1. **Parties.** The Parties to this Agreement are _____ ("Landlord") and _____ ("Tenant").

2. **Property.** Under this Agreement, Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as 45334 Poso Park Drive, Posey, California 93260 ("Property").

3. **Rental Period.** The Rental Period under this Agreement shall commence on _____ ("Arrival Date") at _____ ("Arrival Time") and shall terminate on _____ ("Departure Date") at _____ ("Departure Time").

A 20% non-refundable Hold Deposit is required to secure a date to rent the Property and is due one week prior to arrival date. This non-refundable deposit shall be credited to the final balance of Rent owed by Tenant. The 20% is an approximate figure of final bill.

4. **Rent.** "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of this Agreement. Rent shall be calculated by adding all applicable fees at Departure Time. Fees shall be determined as follows:

a. **Usage Fee (check one):**

_____ PCG: \$12.00 per person per night. (Chapel, cabins, bathrooms and showers, also includes full use of dining hall and kitchen).

_____ Tier 1: \$16 per person per night (cabins, bathrooms and showers, also includes use of dining hall as a meeting room; does not include use of kitchen).

_____ Tier 2: \$18 per person per night (cabins, bathrooms and showers, also includes full use of dining hall and kitchen).

Tier 1 and Tier 2 require a minimum payment for 50 people. Each additional person over 50 will be billed at the respective fee of \$16.00 or \$18.00 per person.

5. **Cleaning Deposit.** A refundable Cleaning Deposit of \$300 is due by Tenant to Landlord on or before the Arrival Time. Prior to the Departure Time, the Camp Director shall inspect the condition and

cleanliness of the Property to determine how much, if any, of the Cleaning Deposit shall be refunded to Tenant.

6. Other Terms and Conditions.

- a. On or before the Arrival Date, the Camp Director and shall meet with Tenant (or a representative) to review policies and conditions of use of the Property.
- b. Tenant must provide certification for camp nurse, food service certification for kitchen supervisor, and a certification for lifeguard for use of lake. This information must be turned in one week prior to camp date.
- c. Smoking is NOT allowed on the Property.
- d. The Property, including the grounds, buildings, equipment, and natural landscape and wildlife must be protected from vandalism and damage.
- e. Tenant is responsible for any and all damages to Property or any part of the Property, coincident with Tenant's use of the Property.
- f. Christian values and respect are of the utmost importance, therefore criminal behavior, foul language, and violence will not be tolerated.
- g. The Property, including but not limited to the grounds, trails, lake and meadow area, and main campus area, must be kept reasonably clean at all times.
- h. All buildings in the Property, including but not limited to the showers, cabins, dining hall, kitchen, and discovery center must be kept reasonably clean at all times.
- i. There is no daily housekeeping service. Renters will be expected to keep buildings and grounds clean during their event, and provide their own linens and amenities.
- j. Appliances and equipment must be used for their intended purpose only.
- k. All fire lanes must remain clear at all times to allow emergency vehicles access. This includes all main roads and areas within 50 feet of fire hydrants.
- l. The phone in Discovery Center is for emergency use only. Other uses must be approved by the Camp Director.
- m. RV Accommodations are available upon request. No holding tanks may be emptied from RVs except as connected and parked in RV area. RVs parked in RV area must have air conditioners, and heaters turned off when RVs are not occupied.
- n. Pets are NOT allowed, absent prior approval
- o. All visitors are considered day use only. Over-night guests will be included in Rent Usage Fee.
- p. Water is a precious resource in the Sierras, please do not wash any vehicles, or allow water to run unattended.
- q. Kitchen use in cabins must be preapproved by Camp Director.
- r. Use of the Zip Line without the trained operator is prohibited.
- s. Any and all maintenance, repairs, alterations, and adjustments to any part of the Property and/or equipment on the Property will be addressed by the camp director only.
- t. Violation of any of these terms and conditions by anyone, may result in expulsion from the Property.
- u. All of these terms and conditions are be subject to the Camp Director's interpretation and discretion.
- v. In Case of Emergency Evacuation, please follow posted evacuation plan.
- w. There are NO refunds due to adverse weather conditions, fire, or acts of God, unless state or local authorities order a mandatory evacuation.
- x. There are No refunds for poor road conditions. Please be advised that mountain roads can be curvy and steep. Gravel drives are well maintained; however, we highly recommend four wheel drive and/or chains during the snow months.

- y. There shall be absolutely no modifications or alterations of the camp grounds or facilities. Caretaker must be contacted if there is equipment failure. The caretaker will make the repairs!
- z. If final camp rental payment is not received within 5 working days, a 5% late fee will be applied to the balance.
- aa. Noise level must be maintained at 65 db's by office area to comply with Tulare County noise restrictions.
- bb. Your group is responsible for any damages, injuries, and or other unsafe activities. SHC only promotes safe activities at our facilities.
- cc. Tables and chairs must be returned to the cafeteria.
- dd. No moving bunks, office furniture, equipment, etc.

7. Waiver and Assumption of Risk. Tenant acknowledges that it and its campers assume the risks associated with use of the Property and surrounding areas, including but not limited to the lake, as well as the risks associated with using the equipment on the Property. Tenant agrees to waive any and all rights to sue Landlord for damages resulting from Tenant's use of the Property and surrounding areas, including but not limited to the lake, as well as the risks associated with using the equipment on the Property.

8. Indemnification. Tenant agrees to indemnify, defend, and hold harmless Landlord and Landlord's employees, agents, and representatives, individually and collectively, from and against any claims, demands, actions, liabilities, losses, damages, costs and expenses (including court costs and reasonable attorney's, experts', and consultants' fees and costs) of any nature whatsoever, at law or in equity ("Claims") arising directly or indirectly out of or relating to the use of any portion of the Property.

9. Insurance. Tenant must furnish a certificate of insurance liability and held harmless declaration.

Tenant Information.

Name of Organization: _____

Name of Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Arrival Date: _____ Time: _____

Departure Date: _____ Time: _____

Approximate number of campers including workers and chaperones: _____

Tenant agrees to abide by the terms and conditions of Sequoia Heights Camp & Conference Grounds and the Pentecostal Church of God.

Signature: _____
Tenant

Dated: _____

Signature: _____
Landlord

Dated: _____

May 2018