

LEASE OF CAMP WHITLEY FACILITIES for Day/Overnight Rentals

2023 Rental

This lease is entered into this **XX/XX/XXX**, between **Camp Whitley, Inc.**, hereinafter called the Lessor, and **John Doe**, hereinafter called the Lessee.

1. **Premises.**

The Lessor hereby leases to the Lessee the following facilities on the premises of Camp Whitley, 4305 W. Camp Whitley Rd., Columbia City, IN **all Camp Whitley grounds and facilities (does not include: Director's Cabin, Pontoon, Art Shed, Waterfront Shed, Sports Shed, and Archery and Rifle Ranges)** together with all tables, chairs, beds, and other fixtures and appurtenances belonging thereto (the "Camp"). , for the term beginning on the **XX/XX/XXXX**. Renters must bring their own firewood.

2. **Use of Premises.** The Lessee shall use the premises for no other purpose or business than that of **John Doe**, and nothing of an improper, illegal, or immoral nature shall be permitted on the premises.

3. **Rent.** The Lessee shall pay a non-refundable security deposit of **\$½ rent** with a **signed rental contract** in order to secure the dates listed above. **Dates are not reserved on the calendar until a signed contract and deposit is received.** The remaining **\$½ rent** shall be paid **1 month** before the rental date.

4. **Maintenance.** The Lessee shall take good care of the premises and maintain all of the personal property, equipment, furnishings, and furniture in good condition and in good repair during the term of this lease, and at the expiration of the term shall deliver up the same in good order and/or condition. Please be sure that all trash has been placed in the dumpster from **all buildings**, all **pet poo** has been picked up and properly disposed of prior to your departure. All facilities and premises are properly cleaned, organized, and left in the same condition in which you found them. If bunks are moved for your stay, they must be moved back to the original location, or you will be charged the fees listed below. Should a Camp Whitley representative need to clean or empty trash cans into the dumpster, pick up **PET POO** after your departure, you will be charged a fee of \$50/hour with a minimum of 2 hours charged. **Please ensure that all guests are doing their part to help keep Camp Whitley and its facilities clean.**

5. **Law Observances.** The Lessee shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations, requirements, and laws of the federal, state, and county government and of any and all departments and bureaus applicable to the premises, for the correction, prevention and abatement of nuisances or other grievances upon or connected with the premises during said term of rental. Music is permitted on the grounds, but we request that it be kept to a respectful manner after 9 PM. Cigarette smoking is permitted on the grounds, but not in any buildings, including cabins, and that all **"butts"** be disposed of safely and properly. Should remnant **"butts"** be left behind on the ground or in areas other than trash cans (properly extinguished before being placed in trash can or dumpster), we will charge a fee of \$50/hour with a minimum of 2 hours charged for a Camp Whitley representative to pick up and dispose of the unwanted cigarette butts. Please ensure that all guests smoke cigarettes in a responsible and respectful manner. **Please keep noise at a respectable level at all times of day, especially with music that may not be appropriate for children in the area to listen to. After midnight, please keep noise to a minimum. Neighbors have a right to contact the Whitley County Sheriff's Department. Failure to comply with noise restrictions may have legal consequences after assessment from the Sheriff's Department.**

6. **Taxes.** The Lessee shall pay all special taxes and assessments or license fees assessed or imposed by law or ordinances by reason of the use of the premises and shall keep the Lessor harmless and free from any loss, cost, damage, or expense by reason of the same, as well as resulting from such use of the premises by the Lessee.

7. **Indemnity.** The Lessee agrees to indemnify and hold harmless the Lessor, its employees, agents, and directors against all claims, liability, and/or damage, including both property and personal injury, resulting from the Lessee's use of the Camp. This indemnity and hold harmless shall apply to the Lessee, its users, agents, guests, licenses, employees, participants and servants...

8. **Utilities.** The Lessor shall pay all charges for electricity and water furnished to the Lessee during the term of this lease, included in the rental fee.
9. **Assignment.** The Lessee shall not assign this agreement or underlet or under lease the premises or any part thereof or make any alterations to the premises without Lessor's consent in writing.
10. **Inspection.** The Lessee agrees that the Lessor and his agents or other representatives shall have the right to enter into and upon the premises or any part thereof at all reasonable hours for the purpose of examining the same or making repairs thereof as may be necessary for the safety and preservation thereof. Upon arrival/departure of your stay at Camp, please **contact the board member who contacted you prior to your rental check in. If not available, send an email to campwhitley1928@gmail.com.** A camp representative will come over to go thru the Check in/Check out list with/without the lessee going thru with them.
11. **Exculpatory Clause.** The Lessor shall not be liable to the Lessee or any other person or corporation, including employees, for any damage to their personal property caused by water, rain, snow, frost, fire, storm, or accidents, or by breakage, stoppage, or leakage of water, gas, heating and sewer pipes, or plumbing, upon, about, or adjacent to said premises.
12. **Remedies.** Upon violation or nonfulfillment of the covenants of this lease, Lessor may declare this lease at an end and recover possessions of said property, together with the furnishings, and equipment. The Lessee hereby waives notice of such election or any demand for the possession of said property, together with the furnishings and equipment. Lessor shall require the Lessee to pay for any cleaning of the furnishings, equipment, or premises as previously stated in this Lease, or as warranted by the acquisition of a professional at the choice of the Lessor to repair any damages not able to be completed by a Camp Whitley representative. Lessee shall be liable for any damages or expenses, including reasonable attorney fees. Should there be damages that a Camp Whitley representative can fix, the Lessee will be charged a fee of \$50/hour with a minimum of 2 hours.
13. **Successors Bound.** The covenants and agreements contained herein shall be binding upon the parties hereto and their respective successors, heirs, executors, and administrators.
14. **Prohibited Activities.** The Camp does not permit fireworks. There can be no **DEEP frying in the Mess Hall (per the Board of Health)**. All-Terrain Vehicles of any kind, including but not limited to three-wheelers, four-wheelers, motorcycles, gators, razors, or any other vehicle designed for **off road activities**. Violation of this section shall result in immediate ejection from the Camp and the Lessee will forfeit their entire lease payment as liquidated damages.

*** _____ I (we), by signing this, I (we) assume all risks herein with the understanding that Camp Whitley has vast, unsupervised, waterfront on Troy Cedar Lake. Swimmers/boaters do so at their own risk. The beach is considered closed as water is not being tested by the Health Department. The use of the lake is at your own risk.

Contract signed electronically by Tim Johnson, Treasurer of Camp Whitley, Inc., on **XX/XX/XXXX**.

Signature of Lessee

Date

Please sign this Lease, make a copy for your records, and return it along with the non-refundable deposit to:

Camp Whitley, Inc.
P.O. Box 845
Columbia City, IN 46725

Online payments are accepted at www.campwhitley.org