

## LEASE OF CAMP WHITLEY FACILITIES

(Example not final document)

This lease is entered into this **day** between **Camp Whitley, Inc.**, hereinafter called the Lessor, and **TBD**, hereinafter called the Lessee.

- 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 (except: Director's Cabin, Pontoon, Art Shed, Waterfront Shed, and Archery and Rifle Ranges )** together with all tables, chairs, beds, and other fixtures and appurtenances belonging thereto, for the term beginning on the **\*\*\*Dates here:**
- Use of Premises.** The Lessee shall use the premises for no other purpose or business than that of **TBD**, and nothing of an improper, illegal, or immoral nature shall be permitted on the premises.
- Rent.** The Lessee shall pay a non-refundable security deposit of **\$dollars** no later than **date** in order to secure the dates listed above. The remaining **\$dollars** shall be paid one month before the rental date.
- 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, prior to your departure, and all facilities and premises are properly cleaned, organized, and left in the same condition in which you found them. Should a Camp Whitley representative need to clean or empty trash cans into the dumpster 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.
- 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 we request that no smoking take place 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.
- 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.
- Indemnity.** The Lessee agrees to indemnify and hold harmless the Lessor against all claims, liability, and damage resulting from the negligent act or omission of the Lessee, its agents, and servants, and the Lessor agrees to hold the Lessee harmless against such claims, liability, or damage arising out of any act or omission in and about said premises except as to the negligent acts or omissions of the Lessee, its agents, 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 underlease 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. Further, the Lessor reserves the right to complete an inspection of grounds and facilities prior to the arrival of the Lessee, BUT should the Lessee, upon arrival, note any major damages, items in need of repair, and /or other concerns, the Lessee may **contact Bruce @ (260) 750-0126** and arrangements will be made immediately for a Camp Whitley representative to inspect said problem.
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.

**\*\*\*** \_\_\_\_\_ I (we), upon utilization of Camp Whitley grounds, recognize lifeguard service may be provided upon request; however, failure to adhere foresaid service will result in a waiver of any incidents that occur during the duration of this Lease. By signing this, I (we) waive our request for paid lifeguards and assume all risks herein with the understanding that Camp Whitley has vast waterfront on Troy Cedar Lake.

**Contract signed electronically by Julie Copeland, Treasurer of Camp Whitley, Inc., on TBD.**

Signature of Lessee	Date
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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