



CAMP FISH TALES

2177 E. Erickson Road ▪ Pinconning, Michigan 48650 ▪ Phone (989) 879-5199

www.campfishtales.org

FACILITY RENTAL AND USE AGREEMENT

Under 100 Guests:

LODGE RESERVATION FEE – No Kitchen--\$75 first hour/\$35 each additional, 3 hour min, No alcohol: \$ _____
PAVILION/CHAPEL ONLY RESERVATION FEE--\$25 first hour/\$25 each additional, 3 hour min. No alcohol: \$ _____

Non-Profit Rate: \$100 for 3 hours, \$25 each additional. \$ _____

Under 100 Guest with Alcohol:

LODGE RESERVATION FEE – No Kitchen--\$100 first hour/\$50 each additional, 3 hour min, with alcohol: \$ _____
PAVILION/CHAPEL ONLY RESERVATION FEE--\$50 first hour/\$25 each add'l, 3 hour min. with alcohol: \$ _____

Over 100 Guests:

LODGE RESERVATION FEE – No Kitchen--\$150 first hour/\$75 each additional, 3 hour min, No alcohol: \$ _____
PAVILION/CHAPEL ONLY RESERVATION FEE--\$50 first hour/\$50 each additional, 3 hour min. No alcohol: \$ _____

Over 100 Guest with Alcohol:

LODGE RESERVATION FEE – No Kitchen--\$200 first hour/\$100 each additional, 3 hour min, alcohol: \$ _____
PAVILION/CHAPEL ONLY RESERVATION FEE--\$100 first hour/\$75 each additional, 3 hour min, alcohol: \$ _____

ENTIRE CAMP can be rented- Pricing available upon request.

ACTIVITIES:

Pontoon: \$75 an hour with driver (# hours times \$75) \$ _____
Archery: \$35 an hour with instructor (# hours times \$35) \$ _____
Rock Wall: \$35 an hour with instructor (# hours times \$35) \$ _____
Kitchen & Cook: \$35 an hour plus cost of food (# hours times \$35) \$ _____
Golf Cart: \$35 an hour with driver (# hours times \$35) \$ _____
Beach: \$35 an hour with lifeguard (# hours times \$35) \$ _____

MISC CHARGES: _____ \$ _____

TOTAL: \$ _____

Security/Damage/Cleaning Deposit: \$250 for non-alcohol event \$ _____
Security/Deposit/Cleaning Deposit: \$500 for events with alcohol \$ _____

Security deposit will be returned approx. two weeks after the event less any damage assessments.

Proof of insurance received: _____

LESSEE NAME: _____

PHONE: _____

ADDRESS: _____

CITY _____ STATE _____ ZIP _____

Camp Fish Tales, Lessor, in consideration of the covenants made by Lessee herein, hereby leases to Lessee for use by said Lessee only that portion of Camp Fish Tales, Inc. listed below, including Lessee's use of parking lot for Lessee and Lessee's guests, and only on the date's following: ____/____/____ to ____/____/____ no earlier than 8 a.m. to no later than 2:30 a.m.

LESSEE INITIALS: _____

LESSOR INITIALS: CAMP FISH TALES, INC. _____

WITNESSETH THAT:

Lessee agrees that said premises will not be used for any other purpose than _____.

LEASED FACILITIES TO INCLUDE:

- Cabins
- Main Lodge
- Lion's Pavilion
- Chapel
- Kitchen Facilities (within main lodge)

LESSEE, in consideration of said leasing agreement, agrees as follows:

FEES: Lessor upon down payment of reservation fee agrees to permit Lessee to have exclusive use of the spaces described above. Camp Fish Tales Lodge may be rented on the Friday prior to a Saturday rental for a maximum of **four (4) hours for a fee of \$100**. This rental is for the purpose of decorating and setting up a Saturday event only if space is available.

Lessee also agrees to provide a security deposit for loss and/or damage to furniture or fixtures, equipment, dishes and utensils, and other real and personal property and for failure to comply with any terms of this contract, arising out of the Lessee use of Camp Fish Tales' facilities. Lessee shall be liable for the full cost of any repairs for damages caused by Lessee, or anyone in or around the premises in connection with Lessee's use thereof.

The security deposit is refundable 14 days after the rental date and a check will be mailed to the lessee's address listed herein, provided there is not damage done to Camp Fish Tale's facility buildings and/or furnishings. Cleaning costs will be **assessed at \$35** an employee hour if facilities are not returned to clean condition.

The rental fee stated in this Agreement is subject to any change that may be imposed by the Camp Fish Tales Board after your reservation is accepted and before your event takes place.

RESERVATION TERMS: Reservations may be made up to a year in advance. Your security deposit along with this signed agreement is due within ten (10) calendar days after making your reservation. The balance is due no later than sixty (60) calendar days prior to your rental date. If the balance is not received within the allotted time, the Camp Fish Tales Board reserves the right to keep your security deposit, automatically forfeit your reservation rights, and re-open the rental date for usage. This lease is voidable by Lessor if Lessee assigns this lease without the written consent of Lessor and all deposits are forfeited by Lessee as liquidated damages.

HOURS OF USE: The facility is available for use at 8:00 a.m., but lessee MUST schedule an arrival time with the Camp Office at (989) 879-5199. Camp Fish Tales Lodge must be cleared and locked by 2:30 a.m.

AGE RESTRICTIONS: You must be twenty-five (25) years of age to rent Camp Fish Tales Lodge and provide proper identification (i.e. valid driver's license). No one under the age of 18 will be on camp ground without the supervision of a responsible adult.

FOOD: Camp Fish Tales or their employees are not responsible for food or drinks, which are delivered ahead of the scheduled activity or left after the activity.

DECORATIONS: When decorating, only free-standing decorations can be used. Nothing is to be affixed to the walls, ceiling, windows, doors, etc. Balloons must be tethered to prevent interference with the alarm and air circulation systems. Use of open flame candles, taper candles, confetti, glitter and rice is strictly prohibited.

CLEANUP: The Lessee is responsible for cleanup of the kitchen if used and removal of decorations. All trash must be bagged and deposited in the dumpster located adjacent to the main entrance of the lodge. If the facility is not cleaned the renter will be billed time and materials and the amount will be deducted from lessor's security deposit.

CLEANING CHECKLIST - Lessee renting a Camp Fish Tales facility will be required to complete the Cleaning Checklist and return it with the key to the lock box at time of departure. Deposits **will not** be considered for refund unless the checklist and key is turned into Camp Fish Tales.

- Return all used furnishings to their proper place after use. Put chairs and tables on the racks provided.
- Take paper and plastic products off tables, including tape.

LESSEE INITIALS: _____

LESSOR INITIALS: CAMP FISH TALES, INC. _____

- Do not use decorating tape and/or pins on ceilings or walls.
- Wipe off tables and chairs.
- Sweep and mop floors after use.
- Empty all baskets and trash receptacles and place trash in dumpster located adjacent to parking lot.
- Failure to properly clean the hall will result in an amount of money, equal to the Custodian's time spent in cleaning, being deducted from the deposit.

FURNISHINGS: There are _____ folding chairs and _____ banquet tables, and _____ serving tables available for Lessee's use.

SMOKING: Smoking is strictly prohibited inside and outside of any building located on the property of Camp Fish Tales, Inc. Smoking is allowed in the designated outside area (at the entrance of camp by the road). Cigarette butts shall be disposed of properly. Security Deposit is forfeited if smoking occurs on the property.

FIRE CODE: Per the International Fire Code, candles and other open flame devices shall not be used in places of assembly or in drinking or dining establishments. Decorative materials shall be of the flame-retardant type. Aisle width shall be a minimum of 36" if seating is on one side, width shall be a minimum of 45" if seating is on both sides. No obstruction shall be placed in the required width of any aisle or exit way.

BUILDING CAPACITY: The number of persons attending any function shall not exceed the capacity of the building as mandated by the State Fire Marshal of 250 persons.

LEGAL: Lessee will comply with all laws of the United States and the State of Michigan, and with all ordinances of the City of Pinconning, in its said use, and will not permit anything to be done on said premises in violation thereof. If you violate any of the terms or conditions of this Agreement, Camp Fish Tales, Inc. shall have the right to immediately terminate this Agreement without notice or refund, and Camp Fish Tales, Inc. may pursue all of its rights and remedies at law or inequity including, without limitation, the right to recover court costs and attorney fees. Lessee hereby agrees to indemnify and hold Lessor harmless from and against any and all claims, including any claimed litigation expenses, court costs, or attorney fees arising out of Lessee's said use of these premises and to indemnify and hold said Lessor harmless from and against any judgment based on any such claims. Lessee agrees to allow any authorized law enforcement officer full access to said premises at all times and authorizes said law enforcement officers to remove from said premises any person(s) violating any state and/or local laws. Lessee agrees to abide by all the laws of the State of Michigan. The law enforcement officers have the authority to terminate the lease in the event of a breakdown of order, or in other circumstances where the best interest of Bangor Township is not served.

CANCELLATION: Should you decide to cancel your reservation, the amount received is refundable upon written request to Camp Fish Tales, Inc. for their approval, a minimum of sixty (60) calendar days prior to your rental date. No rain checks or refunds will be given due to bad weather or late cancellations. Approval of this Agreement has been granted with the understanding that Camp Fish Tales, Inc. reserves the right to cancel this Agreement, with or without notice, and refund all monies paid in the event that the facility becomes unavailable because of some physical condition.

If you violate any of the terms or conditions of this Agreement, Camp Fish Tales, Inc. shall have the right to immediately terminate this Agreement without notice or refund, and Camp Fish Tales, Inc. may pursue all of its' rights and remedies at law or in equity including, without limitation, the right to recover court costs and attorney fees. Lessee hereby agrees to indemnify and hold Lessor harmless from the against any and all claims, including any claimed litigation expenses, court costs, or attorney fees arising out of Lessee's said use of these premises and to indemnify and hold said Lessor harmless from and against any judgment based on any such claims.

INSURANCE: Lessee hereby acknowledges notice that Lessor is not insured for "Host Liquor Liability" coverage. If the Lessee furnishes alcoholic or liquor beverages at the event, **Lessee is required to acquire host liquor liability coverage if business. If individual, lessee must provide proof of umbrella coverage to rent premise.**

ALCOHOL ON THE PREMISES:

1. In the event Lessee desires to serve alcoholic beverages, Lessee shall provide the name of the serving establishment to the Township 30 days prior to the rental date. Lessee agrees that the establishment will provide a certificate of insurance evidencing coverage of liquor liability insurance in the amount no less than \$1,000,000.00 Standard Limit. Certificate of insurance shall be

LESSEE INITIALS: _____

LESSOR INITIALS: CAMP FISH TALES, INC. _____

emailed to Karl@ieuter.com 30 days prior to the rental date.

2. In the event the Lessee is providing alcohol versus alcohol being provided by a commercial business, the lessee shall produce a \$1M umbrella policy and agree to hold CFT harmless. The certificate of insurance shall be emailed to Karl@ieuter.com 30 days prior to the rental date.
3. **ADDITIONAL INSURED:** Lessee agrees to provide a certificate of insurance naming as additional insured Camp Fish Tales, Inc., all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.
4. Lessee agrees to abide by all Michigan Liquor Control Laws.
5. Lessee shall indemnify and save Lessor harmless from and against any and all loss, cost (including attorney's fees), damages, expenses from any and all claims for bodily injury (including death resulting therefrom and including statutory liability under worker's compensation laws to the fullest extent provided by law), personal injury or property damage from any source whatsoever arising out of the use of, occupancy of, operation of, conduct in or about, serving or furnishing of or consumption of alcoholic beverages in or around, or rental of the demised premises, or the sidewalks or alleyways adjoining the premises. This shall not apply if such damages shall have been due to the sole liability of Lessor or agents.

LIQUOR LIABILITY LAWS INCLUDE, BUT ARE NOT LIMITED TO:

1. Minors under the age of 21 are prohibited from consuming and/or serving liquor.
2. Bartenders must be 21 or over and are prohibited from consuming alcoholic beverages while on duty.
3. Alcoholic beverages are not to be served to any intoxicated person (visibly intoxicated or not).
4. No alcohol is allowed outside the building or in the hallways.
5. The serving of alcoholic beverages must end by 2 a.m.

For a complete copy of the law, CONTACT THE MICHIGAN LIQUOR CONTROL COMMISSION.

SITE SUPERVISION/SECURITY: During any public event being held at Camp Fish Tales or whenever camp facilities are being rented, either the camp/program director or executive director will remain on grounds to oversee activities and insure the proper use of camp's equipment, buildings and facilities. **If alcohol is served on the premises, one uniformed security guards is required to be on duty at any event in which 100 or more persons are in attendance, or any event where alcohol will be served after 6pm.** The security guard must remain on duty until everyone in the rental party has exited the building and the doors are locked. A copy of the signed contract with a security company is required 30 days prior to the rental. If no contract or proof of security is presented, the contract for the rental will be considered void. Arrangements, payment and scheduling are the responsibility of the Lessee.

PERSONAL PROPERTY: Lessor assumes no responsibility whatsoever for any property placed in or on said premises by Lessee and/or Lessee's guests and Lessor is hereby expressly released and discharged by Lessee from any and all liability for any such loss. All personal property must be removed from the premises at the conclusion of the event.

RIGHT OF REFUSAL: Any matters not covered by said rules and regulations in this agreement shall be at the discretion of the Camp Fish Tales Board, Lessor herein. Camp Fish Tales Lodge is available for rent for wedding receptions, showers, banquets, meetings and the like. Camp Fish Tales, Inc. reserves the right to refuse rental of this facility.

ADMISSION FEES, TICKETS, DONATIONS, ETC: No tickets, admission charges, or donations will be allowed at Camp Fish Tales Lodge, unless a written letter is submitted for Camp Fish Tales' Board approval. It is MANDATORY that your request is submitted in writing a minimum of sixty (60) calendar days prior to your event.

INSPECTION BY CAMP FISH TALES:

The lodge will be checked by a Camp Fish Tales employee after each rental. If the lodge was not cleaned according to the Camp Fish Tales' specifications, or if items are missing, a deduction will be made from the deposit amount. A fee schedule and inventory list is attached. If there is an emergency with the hall prior to or during your rental, please contact: Executive Director at 989-879-5199.

IN WITNESS whereof, the Executive Director, acting on behalf of Camp Fish Tales, Inc., by its duly appointed officers as Lessor and the Lessee named above have caused this agreement to be signed the date and year first above written.

LESSEE: I agree to the above terms and conditions. I recognize that I may be held personally liable for damages or injuries that may result if alcoholic beverages are furnished at this event.

LESSEE INITIALS: _____

LESSOR INITIALS: CAMP FISH TALES, INC. _____

I INTEND TO SERVE ALCOHOL AT THIS EVENT

Signed: _____ Date: _____

Address: _____ City: _____

State: _____ Zip: _____

Lessee will be responsible for providing Camp Fish Tales with the following information upon signing the agreement:

Name of Security Company: _____ Phone #: _____

Signed Security Contract

Driver's License Number _____ State _____ D.O.B. _____

Renter's Place of Employment _____ Employer's Phone Number _____

I DO NOT INTEND TO SERVE ALCOHOL AT THIS EVENT

Signed: _____ Date: _____

Address: _____ City: _____

State: _____ Zip: _____

***** THERE WILL BE A \$25 SERVICE FEE CHARGED FOR ALL RETURNED CHECKS *****

*****OFFICE USE ONLY*****

LESSOR: EXECUTIVE DIRECTOR, CAMP FISH TALES, INC.

Security Deposit Paid _____ Receipt Number _____ Date _____

Received By _____

Rental Fee Paid _____ Receipt Number _____ Date _____

Received By _____

LESSEE INITIALS: _____

LESSOR INITIALS: CAMP FISH TALES, INC. _____