#### VENUE RENTAL AGREEMENT

This Venue Rental Agreement ("Agreement"), is entered into on, by and between Camp Koinonia, Inc, of 1455 Italy Valley Road, Middlesex, New York 14507-9717 ("Lessor") and, of,,,
GRANT
Lessor, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to Lessee a license to use Camp Koinonia ("Facility") for the ("Event") to be held on at
DATE/TIMES OF PERMITTED USE
Access to the Facility for the Event will commence at on the date of the Event and will end at
FACILITY USE RESTRICTIONS
There is a 200 person maximum for the lodge and approximately 100 beds for overnight accommodations. There is no cell phone or internet coverage at camp. Swim at your own risk. We do not provide a lifeguard. No swimming after dark or before sunrise. Tents and RV campers are negotiable. No vehicles are to be parked outside of the designated parking area and no driving on the fields. No Pets allowed. Service animals must have prior authorization. Use of weapons, firearms, paintball equipment, fireworks or pyrotechnics is prohibited. Campfires or open flames are allowed in the designated areas. No open flames, candles or incense allowed in buildings or cabins. Smoking is limited to the outdoor pavilion and smoking debris must be properly disposed of. All trash and recycling must be taken to the provided dumpster. Do not flush feminine products down toilets. We will provide a limited amount of cleaning supplies, paper towels, hand soap and toilet paper. We do not provide toiletries, bedding or towels. All buildings, cabins, grounds and kitchen must be cleaned and cleared of your property upon check out. Read and follow all safety information provided. All Vendors or service providers must provide a certificate of insurance and must be approved by Camp Koinonia, Inc n writing to be on the premises.
RENTAL FEE
Lessee shall pay to Lessor as a rental fee for the use by Lessee of the Facility, the sum of \$ , plus all other charges to be paid by Lessee under

# INSURANCE

Lessee agrees that it shall, at its sole cost and expense, procure and maintain a policy of commercial general liability insurance (including contractual liability) in an amount not less than \$1,000,000.00 per occurrence, \$3,000,000.00 in the annual aggregate. Such insurance policies shall be carried with companies licensed to do business in the state, reasonably satisfactory to Lessor and shall be non-cancelable and not subject to material change except after thirty (30) days written notice to Lessor. Lessee shall deliver to Lessor duly executed certificates of insurance upon request. The Landlord shall not at any time be liable for damage or injury to persons or property in or upon the Facility.

this Agreement (the "Rental Fee"). Lessee shall deposit the sum of \$1,000.00 with Lessor upon the execution of this Agreement, which shall be held by Lessor to warrant against damage to the property, excessive cleaning and excessive telephone use. The Rental Fee shall be paid in full by Lessee at

## INDEMNIFICATION

Lessee shall indemnify, defend and save harmless Lessor, its officers, agents and employees from and against any and all loss, cost (including attorneys' fees), damage, expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by Lessee(s), its agents, employees, contractors, invitees, representatives, in, on or about the Facility. This indemnity shall survive the termination of this Agreement. Lessee hereby releases Lessor from any and all liability or responsibility to Lessee or anyone claiming through or under Lessee by way of subrogation or otherwise for any loss or damage to equipment or property of Lessee covered by any insurance then in force.

### "AS-IS" CONDITION

Lessee agrees to accept the Facility in its "as-is" condition "with all faults".

#### ASSIGNMENT AND SUBLICENSING

least 30 days before the start of the event on,

Lessee shall not assign any interest in this Agreement or otherwise transfer or sublicense the Facility or any part thereof or permit the use of the Facility to any party other than Lessee.

#### **TERMINATION**

Lessor may terminate this Agreement based upon any one or more of the following events:

A. Failure of Lessee to pay the Rental Fee or any other charges due hereunder when the same is due;

B. Lessee fails to perform any of its covenants hereunder. In any of the aforesaid events, and in addition to any and all rights and remedies available to Lessor by law or in equity, Lessor may, with or without further notice, forthwith terminate this Agreement and expel and remove Lessee, or any other person or persons in occupancy from the Facility, together with their goods and chattels, using such force as may be necessary in the judgment of Lessor or its agents in so doing, without evidence of notice or resort to legal process or becoming liable for any loss of damage which may be occasioned thereby, and repossess and enjoy said Facility, and in addition to any other remedy it may have, Lessor may recover from Lessee all damages it may incur by reason of such breach by Lessee.

### INTERFERENCE

Lessee shall use the Facility in a manner which shall not cause interference with the use or occupancy of the other portions of the Facility by Lessor or others in any way. Lessee's use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon Lessor in maintaining the Facility.

### RESTORATION

If any damage occurs to the Facility, or if any repairs or replacements need to be made to the Facility as a result of Lessee's exercise of its rights under this Agreement, Lessee shall pay Lessor for any such damage, repairs, or replacements upon demand by Lessor.

### **CANCELLATION**

Lessee may cancel this Agreement at any time up to 30 days prior to the Event Date by providing written notice of such election to Lessor, at no cost to Lessee. If Lessee shall elect to so cancel this agreement between 29 and 8 days prior to the Event Date, Lessee will be charged 25% of the Rental Cost and any expenses incurred in good faith by Lessor in preparation for Lessee's use of the Facility. For cancellations 7 days prior to Event Date, Lessee will be charged 100% of the Rental Costs and any expenses incurred by Lessor.

### OTHER INFORMATION

Renter is responsible for completing the cleaning checklist upon checkout. Landline is for emergency use only and excessive use cost will be deducted from the deposit. During your rental you must secure food and properly dispose of garbage to keep wildlife away. Do not feed the wildlife. The \$1000 security deposit due at signing, minus cost of repairs/damage, excessive cleaning or excessive phone use, if applicable will be returned 30 days after the end of the rental.

## **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any legal actions, claims or demands shall be brought in a court of competent jurisdiction within the State of New York.

## **SIGNATORIES**

This Agreement shall be signed by	on behalf of Camp Koinonia, Inc and by	_on behalf of Lessee.	
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.			
LESSOR			
Camp Koinonia, Inc			
Ву:	Date:		
LESSEE			
By:	Date:		