



## YMCA Camp Benson Facilities Rental Contract

This Agreement is between the Rental Group identified below ("Rental Group") and YMCA Camp Benson. The rules and regulations attached hereto as Attachment A are incorporated into and made part of this Agreement.

### Dates of Facility Rental

Beginning Date: \_\_\_\_\_ Time of Day: \_\_\_\_\_ am/pm

Ending Date: \_\_\_\_\_ Time of Day: \_\_\_\_\_ am/pm\*

\* Room check out times are no later than 12:00 pm for weekend groups and 10:00 am for weekday groups.

**Number of Attendees: (Minimum of 50 attendees/Maximum of 200 attendees)** Rental groups are required to pay for a minimum of 50 attendees.

Without food service \$75.00 x \_\_\_\_\_ (number of attendees) = \$ \_\_\_\_\_ total\*\*

With food service \$95.00 x \_\_\_\_\_ (number of attendees) = \$ \_\_\_\_\_ total\*\*

\*\*20% of total is due at time of submission of the rental agreement; balance due upon receipt of the final invoice. Any unpaid balance within 20 days of issued invoice date will incur a late fee of 1.5% per month.

### Rental Group Information

Rental Group Name (if applicable): \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

### YMCA Camp Benson Contact Information

#### Gwyn Bemis, Camp Director

gwyn@ymcacampbenson.org

YMCA Camp Benson

16355 Palisades Road

Mt. Carroll, IL 61053

815-244-8722

#### Sterling-Rock Falls Family YMCA, Main Office\*\*\*

#### Julie Mashaw, Finance Director

jmashaw@srfymca.org

Sterling Rock Falls Family YMCA

2505 YMCA Way

Sterling, IL 61081

815-535-9622

\*\*\*Rental contract and all payments should be sent to main office address, attention Finance Director.

**THE FOLLOWING POLICIES ARE DEEMED A PART OF THE FACILITIES RENTAL CONTRACT  
COMMUNICATION AND ENFORCEMENT TO BE THE RESPONSIBILITY OF THE NAMED CONTACT  
PERSON.**

1. **Food Service** – Promptness to meals is essential so that food is not chilled and kitchen help is not detained unnecessarily beyond the limits of the law relative to dining room personnel.
2. **Important Notes** – YMCA Camp Benson reserves the right to change cabin assignments, meetings rooms and/or make menu changes based on scheduling conflicts or maintenance emergencies. YMCA Camp Benson will make every effort to immediately communicate such needs with Rental Group.
3. **Facilities** – Rental Group shall be responsible for maintaining and keeping the premises in clean, sanitary, and safe condition and agrees to surrender in good condition as when received, and further agrees to pay for any repairs or replacement cost resulting from any damage to the premises or facilities.
4. **Health Services** – No health services are provided.
  - a. A holder of current first aid and CPR certification will be a member of Rental Group’s conference staff. Rental Group is responsible for their own first aid.
  - b. If emergency medical help is needed, dial 9-1-1.
  - c. Transportation must be available at all times and provided by an attendee of Rental Group’s group in case of an emergency.
  - d. A copy of emergency phone numbers and procedures will be given to the Rental Group’s designated contact person upon arrival to camp.
5. **Due Caution** – Caution should be given, by the Rental Group’s designated contact, to all of Rental Group’s attendees to the forested and hilly nature of the grounds. YMCA Camp Benson is not responsible for personal injury to guests.
6. **Behavior** – The following behaviors are not permitted on YMCA Camp Benson property: nudity in any form, any type of indecent behaviors, alcohol, non-prescription narcotics or any unlawful drugs or substances.
7. **Policies on Smoking & Alcohol** – YMCA Camp Benson maintains a “smoke-free environment” policy and further prohibits the use of alcohol, illegal drugs or substances. As a Rental Group, you agree NOT to bring any alcoholic beverages, narcotics or any unlawful drugs or substances on the camp grounds.
8. **Fire Protection and Firearms** – Designated campfire pits are the only locations where fires may be built. Constant adult supervision is required in those areas at all times. Fireworks, firearms and ammunition are prohibited on camp grounds. Any gasoline or flammable fuel must be stored in clearly marked containers and given to YMCA Camp Benson staff for proper storage while on camp grounds. Power tools are not allowed without prior approval. Campfires must be approved by YMCA Camp Benson staff prior to lighting.

- 9. Pets/Animals** – Guest’s pets and animals are not permitted on the grounds of YMCA Camp Benson.
- 10. Check Out** – YMCA Camp Benson request that Rental Group turn off all lights and turn down the heat in the rooms before leaving the camp. Please make a final check around the rooms and meeting areas for items left behind.
- a.** Room check out times are no later than 12:00 pm for weekend conferences and 10:00 am for weekday conferences, unless prior arrangements have been made with YMCA Camp Benson Director.
  - b.** YMCA Camp Benson will hold lost and found items for one month. YMCA Camp Benson will not be held responsible for any items left or lost at camp.
  - c.** Rental Group’s leaders are expected to maintain the proper control at all times and to prevent damage to YMCA Camp Benson property.
  - d.** Rental Group will sweep and clean all sleeping accommodations occupied by Rental Group before vacating the grounds. If this is not done, an additional charge of \$40.00 per hour for necessary cleaning labor will be added to Rental Group’s bill.
- Rental Group agrees to comply faithfully with the policies of YMCA Camp Benson as described in this contract.
  - This agreement shall be binding when a copy-bearing signature of both parties has been mailed to Rental Group’s address listed above.

**Indemnification**

Rental Group hereby agrees to assume all risks for loss, damage, liability, injury, cost, or expense that may arise during or be caused in any way, in whole or in part, by Rental Group's use or occupancy of the YMCA Camp Benson facilities rented herein and surrounding property. Furthermore, Rental Group hereby agrees, at Rental Group's sole expense, to indemnify, defend and hold YMCA Camp Benson and/or its officers, employees, and volunteers free and harmless from any loss, claim, liability, damage, cost (including reasonable attorney's fees), and /or injury to persons and property that in any way may be caused in whole or in part, by or occur during Rental Group's use or occupancy of said property and/or facilities.

Rental Group has carefully read this entire Agreement and agrees to abide by all of its terms, including those set forth in Rules, Regulations, General Terms and Conditions attached hereto and made part hereof as Attachment A. Rental Group understands that no terms are binding and no date has been committed until Rental Group received a copy of this Agreement signed by YMCA Camp Benson and Rental Group has paid the initial rental payment of 20% of the total rental fee.

Rental Group: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

Camp Director

\_\_\_\_\_ Date: \_\_\_\_\_

Sterling-Rock Falls Family YMCA Finance Director

## **Rules, Regulations, General Terms and Conditions - Attachment A**

1. Laws and Rules: Rental Group shall not allow any lewd or illegal conduct on the YMCA Camp Benson property. The Rental Group shall comply with all state laws, City ordinances, and any lawful order of a YMCA Camp Benson authorized personnel made to prevent injury or damage. No lewd conduct or gambling devices are permitted on the premises.
2. YMCA Camp Benson reserves the right to inspect or make any physical changes to the facilities or the grounds. In the event of inclement weather, YMCA Camp Benson is not responsible for relocating the event. Alternative locations or buildings on YMCA Camp Benson property may be available at no additional cost if initial location is no longer a viable option.
3. Music volume should not be excessive and If excessive noise becomes a problem as determined by a YMCA Camp Benson official, Rental Group's music will be terminated and YMCA Camp Benson may terminate the event, and require that Rental Group forfeit all fees and deposits paid.
4. Rental Group will not have access to staff offices, equipment storage areas, mechanical areas, or other unauthorized areas.
5. Set Up/Take Down: Any special set up or take down of Rental Group's materials is Rental Group's responsibility for set-up and take down with coordination through YMCA Camp Benson staff.
6. Changes to contract: Should any changes occur prior to Rental Group's requested use of the facility, Rental Group should notify YMCA Camp Benson Director immediately so that changes can be made in writing to Rental Group's rental agreement. Changes may increase fee amounts. All changes must be made 7 days in advance of scheduled use and approved by YMCA Camp Benson Director and Finance Director.
7. Cancellation Policy: If any cancellation is made within 30 days of the scheduled event at camp, 100% of Rental Group's deposit will be forfeited. To officially cancel a reservation, the primary contact on the rental application is required to submit a letter or email notice of the cancellation to the Camp Benson Director at the mailing address or email address indicated in the rental application. Cancellations will be confirmed in writing upon receiving this notice.
8. Responsibility: The Rental Group assumes responsibility for all activities conducted on the premises, including but not limited to supervision and control to prevent injury or damage and maintenance of the premises during the use.
9. Mandated Closure: If an appropriate government authority, organization, or official determines that no events can be held for any reason, 100% of Rental Group's deposit will be refunded within 30 days of the official announcement.
10. No Assignment: This rental contract and the permission granted may not be assigned, nor be assigned to any other individual or organization.
11. Indemnity: The Rental Group shall indemnify and hold the YMCA Camp Benson harmless from any and all claims, actions, losses and damages to person or property (including but not limited to attorney's fees and expenses) suffered as a consequence of or arising or resulting, directly or indirectly, from any act or omission of the Rental Group on or about the YMCA Camp Benson property. In the event that any lawsuit based upon any such claim, action, loss, damage or cost is brought against the YMCA Camp Benson, the Rental Group, after being notified that such lawsuit has been started, shall defend such lawsuit at no expense to the YMCA Camp Benson, its employees, officers, and volunteers; and if, in such lawsuit, a final judgment is rendered against the YMCA Camp Benson, or against the YMCA Camp Benson and the Rental Group, jointly, the Rental Group shall promptly satisfy such judgment.

12. Insurance: The Rental Group shall be required, at its sole cost and to secure and maintain continuously a policy or policies of insurance during the term of the Contract, known as: per accident; Commercial General Liability (CG 00 01)/Comprehensive Personal Liability (HO3) as applicable to Rental Group, and written on an insurance industry standard occurrence form as referenced, or equivalent, including premises/operations; products/completed operations; personal/advertising injury; contractual liability.

\_\_\_\_\_  
Rental Group's initials

The policy(ies) minimum limits of liability for bodily injury and property damage shall be \$1,000,000 each occurrence and \$1,000,000 general, products/completed operations aggregate. The Rental Group's insurance shall be primary as respects the YMCA Camp Benson, and any other insurance maintained by the YMCA Camp Benson shall be excess and non-contributing with the Rental Group's insurance; Evidence of Insurance - Property Use will not be permitted until the YMCA Camp Benson receives a certificate of insurance and the appropriate additional insured endorsement(s) as described above.

I, as Rental Group, have read and understood this agreement and have accepted responsibility for the terms listed. I accept responsibility for any damages to equipment or to the facility that occur in association with my use of the facility. I understand that the YMCA Camp Benson Director has the right to close the facility during a rental if he or she determines a situation to be unsafe.

Rental Group: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

Camp Director

\_\_\_\_\_  
Date: \_\_\_\_\_

Sterling-Rock Falls Family YMCA Finance Director