



# CHIHOWA RETREAT CENTER

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## Use Agreement

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This Use Agreement ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2013 between the Chihowa Retreat Center ("Lessor"), and \_\_\_\_\_ ("Lessee").

In consideration of the agreements, covenants and fees set forth herein, the parties agree as follows:

1. **PROPERTY.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the portions of the premises located at 3553 Osage Road, Perry, Kansas 66073 ("Property") in accordance with the Chihowa Retreat Center Application for Rental of Facilities and Reservation Information Form. Lessor shall have use of the Property at all other times and may permit its use by other parties at its discretion. Lessee shall take the Property in "as is condition".

2. **FEES.** Lessee shall pay a registration fee payable to Lessor at the time the Agreement is signed. Lessee shall pay reimbursement and user fees for use of the Property in accordance with the Reservation Information Form. Reimbursement and user fees shall be payable to Lessor within thirty (30) days of the close of event. Any balance remaining due thirty (30) days after the close of event is subject to a three percent (3%) late fee per month for up to six (6) months. Any balance, including late fees, still due at that time will be subject to legal action.

2.1. Registration Fee Amounts to be paid. FALL-SPRING (September 1 – May 31) – Three Hundred, Fifty Dollars (\$350.00). SUMMER (June 1 – August 31) – One Thousand, One Hundred Dollars (\$1,100.00)

3. **CAMPGROUND RULES.** The use or possession of alcohol, illegal drugs (in any form) and firearms is absolutely prohibited on the site and on all property owned or occupied by the Lessor. The Lessee shall strictly enforce this prohibition for its employees, agents, members, and all other persons who may be directed by, responsible to, or under the supervision of the Lessee. Rules for use of the Retreat Center are found below in Attachment A.

3.1 Lessee agrees to enforce any and all campground or event specific rules or regulations. In the event that the Lessor calls violations of these rules or regulations to the attention of the Lessee, Lessee shall promptly take appropriate remedial action as required by the Lessor, which may include termination of this Lease Agreement.

4. **CONDITION OF THE PREMISES.** Lessee shall return the Property, facilities and any furnishings to the same condition and arrangement they were in prior to use of the Property for the activity. In the sole discretion of the Lessor, Lessee shall pay an additional Fifty Dollars (\$50.00) per hour if any cleaning of Property, facilities or furnishings is necessary. This fee will be deducted from the deposit.

4.1 In the event damage, other than reasonable wear and tear, occurs to the Property, facilities, or furnishings while in use by Lessee, the Lessee agrees to pay, in cash, for the damages caused, in an amount to be determined solely by the management of the Owner within ten (10) days of receipt of damage reimbursement request.

5. **TERMINATION.** Lessor may terminate this Agreement at any time without liability by providing a termination notice to Lessee. Unless otherwise provided in the notice, the termination is effective ten (10) days after the date of the notice.

5.1 In the event use of the Property shall be delayed, hindered, or prevented from the performance of any act required by this Agreement by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, act of God or other reason of a similar nature not the fault of Lessor makes the premises not usable for the purposes of this agreement, then this Agreement shall cease and terminate and the Lessee shall receive a complete refund of deposit, if any.

6. **INSURANCE.** Lessee agrees to provide accident insurance for all participants in this activity while at the Campgrounds. In addition, any Lessee which is not an affiliate of or officially sponsored by the Community of Christ agrees to provide a certificate of insurance evidencing General Liability Insurance with limits of \$1,000,000 per occurrence and \$1,000,000 aggregate covering Bodily Injury, Property Damage, Personal Injury, Advertising Injury, Products/Completed Operations, Sexual Misconduct Insurance with limits of \$1,000,000 per occurrence and \$1,000,000 aggregate and limits of \$5,000 for Medical Injury naming Chihowa Retreat Center and the Community of Christ as additional named insured. The certificate should be provided to Lessor no later than fourteen (14) days prior to the event date.

7. **INDEMNIFICATION.** Lessee hereby covenants and agrees to and does hereby indemnify, defend and hold Lessor and its affiliates (including Community of Christ), and its respective agents, contractors, subcontractors, employees, officers, directors, priesthood and other representatives harmless, except in the case of their gross negligence, criminal wrongdoing or intentional malice, from, and against, any and all claims, actions, suits, proceedings, costs, expenses, damages, losses and liabilities, including attorney's fees, court costs and other expenses of defense and collection arising out of, connected with, occurring on, or resulting from the Property, or the Agreement, including without limitation (i) any accident, injury or damage to any person or property occurring in, on or about the Property or any part thereof, including the playground, and (ii) any claim involving any alleged criminal act or violent behavior, including child molestation.

7.1 Lessee shall have each camper or his or her parent/legal guardian sign a consent form and/or release of liability prior to the scheduled date. Such camper consent form shall contain language acceptable to Lessor and exculpating Lessor from liability due to negligence to the extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year above written.

CHIHOWA RETREAT CENTER	NAME OF LESSEE
(Signature)	(Signature)
(Print Name) Mark Nelson	(Print Name)
(Date)	(Date)
(Title) Chihowa Retreat Center Resident Manager	(Title)

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## Attachment "A"

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1. PETS are NOT allowed on the premises.
2. Electric heaters and cooking appliances are not permitted in dorm rooms.
3. NO SMOKING is allowed in any of the buildings.
4. ALCOHOLIC BEVERAGES, ILLEGAL DRUGS and FIREARMS of any kind are prohibited on the Chihowa grounds.
5. Please DO NOT use tape or tacks on painted, sheet rock walls. Some types of adhesives that do not cause damage are acceptable. See Resident Manager.
6. All activities including Modeling Clay, Tie Dying and similar stain and mess creating are allowed OUTSIDE ONLY.
7. Bicycles MUST remain on roads only. NO skateboards, roller skated, in-line skates of any kind.
8. NO FIRES, except in designated areas and all fires must be cleared with the Resident Manager in ample time to be cleared with the County Fire Department as they require!
9. Any damage to facilities or equipment or loss of equipment, becomes the responsibility of the Renter.
10. Restoring premises to condition of arrival is the responsibility of the Renter, including cleaning.
11. PARK in designated areas ONLY. Speed limit of 5mph EVERYWHERE.
12. Please respect the Resident Managers "Quiet Hours" after 10pm.
13. FIRST AID supplies are the responsibility of the Renter for their group.
14. NO ONE will be allowed on the grounds or in any facility until Check-In is complete with the Resident Manager and Activity Director or after Check Out is complete.
15. Archery Range is not available to lessee.