

LEASE AGREEMENT

FLORIDA PRIMITIVE BAPTIST DEACONS' ASSOCIATION, INC.
FLORIDA PRIMITIVE BAPTIST CAMP & CONFERENCE CENTER (CAMP SONLIGHT)

This agreement, made and entered into this _____ Day of _____, 20____, by and between the Florida Primitive Baptist Deacons' Association, Inc., a not-for-profit corporation of the State of Florida, having addresses at 16989 SE 58th Avenue, Summerfield FL 34491 (Lessor), and _____ (Lessee), for the reason of _____.

Description of Lessor:

Florida Primitive Baptist Deacons' Association, Inc. (Camp Sonlight)
Street Address: _____ 16989 S. E. 58th Avenue _____
Mailing Address: _____ 16989 S. E. 58th Avenue, Summerfield FL 34491 _____
Lessor Leasing Agent: _____ Sharon Pierce _____
Lessor Leasing Agent Address: _____ 1499 Wildwood Lane, Lutz, FL 33558 _____
Lessor Leasing Agent Affiliation: _____ Rental Agent of Camp Sonlight _____
Lessor Leasing Agent Phone/email: _____ (813) 310-3321 campsonlight@gmail.com _____
Camp Sonlight Site Manager: _____ Mrs. Nancy Stevens (352) 598-0939 _____

Description of Lessee:

Organization Name: _____
Organization Address: _____
Organization Representative: _____
Organization Representative Address: _____
Organization Representative Phone: _____
On-site Representative: _____
On-site Representative Phone: _____
Certified LifeGuard: _____ Phone: _____
Medical Care Person: _____ Phone: _____

# of Campers	Dorm or Staff House	Use of both Dorm & Staff House
1-30	\$22.00 per night, per camper	Add'tl \$60.00
31-50	\$21.00 per night, per camper	Add'tl \$60.00
51-128	\$20.00 per night, per camper	Add'tl \$60.00 (73+ no extra fee)

*****There is an additional **\$275 per night** facilities charge which **includes** water/sewage, electric, gas, ac/heat, technology *****

The undersigned parties agree to all provisions included in this contract, Sections A-M, and the Rules and Regulations of Camp Sonlight, for the period commencing on:

Month: _____ Day: _____ Year: _____ Time: 12:00 P.M.
and terminating on:
Month: _____ Day: _____ Year: _____ Time: 12:00 P.M.

TYPE OF RENTAL: DAY _____ OVERNIGHT X _____
PROJECTED NUMBER OF CAMPERS: _____ ESTIMATED RATE: _____.

A CERTIFICATE OF INSURANCE MUST BE MAILED TO THE LESSOR WHEN THE DEPOSIT IS MADE. SEE SECTION "K".
A non-refundable deposit is required to guarantee the Lessee's reservation and is due **60 days prior** to the first day of reservation. The deposit will be in the amount of **10 PERCENT** of the total estimated rental fee.

PLEASE MAKE CHECK PAYABLE TO "CAMP SONLIGHT". The balance will be due upon check out.

LESSOR'S SIGNATURE: _____ DATE: _____

LESSEE'S SIGNATURE: X _____ DATE: _____

Please return this page and your deposit to the Lessor's Leasing Agent. A copy will be signed and returned to the Lessee.

**TERMS OF AGREEMENT
RULES AND REGULATIONS**

A. CONDITION OF PREMISES

Upon arrival, a tour of the premises will be conducted by the Lessor or Lessor Leasing Agent and the Lessee or Lessee Representative to ascertain the condition of the camp facilities prior to commencement of the lease term. The Lessor and Lessee must note any discrepancies in writing.

Upon departure, a second tour will be conducted to assess the condition of the camp facilities. Again, the Lessor and Lessee must note any discrepancies in writing. Any excessive debris, garbage, or other waste not disposed of by the Lessee will be disposed of by the Lessor and a fee of \$75.00 per building will be withheld from the Lessee's deposit. If a deposit is being held or "rolled over" from rental-to-rental, this additional fee will be invoiced to the Lessee. Should the amount owed for excessive clean-up be greater than the deposit, the Lessor will invoice the Lessee for the balance due.

Excessive debris is defined as personal items left behind, trash, waste, or debris other than usual wear and tear.

B. RENTAL FEES

Rental Fees are payable in two installments, ten percent is due at least four weeks prior to arrival, and the balance is due prior to departure of the Lessee. If the Lessee is unable to occupy the facilities during the term of the lease due to reasons within the control of the Lessor, all prepaid rental fees and/or deposits will be refunded.

OVERNIGHT CHARGES: Check In 12:00 P.M. Check Out 12:00 noon (one or more nights)

# of Campers	Dorm <u>or</u> Staff House	Dorm <u>&</u> Staff House
1-30	\$22.00 per night, per camper	Add'tl \$60.00
31-50	\$21.00 per night, per camper	Add'tl \$60.00
51-128	\$20.00 per night, per camper	Add'tl \$60.00 (73+ no extra fee)

****There is an additional \$275 per night facilities charge which includes water/sewage, electric, gas, ac/heat, technology ****

Additional hours of time before Check In and after Check Out times stated above are \$75.00 per hour, per day. This is for set-up and departure and clean-up personnel only, **NO CAMPERS**. Additional hours are limited and **MUST HAVE PERMISSION OF CAMP SONLIGHT SITE MANAGER** in advance.

DEPOSIT:

A non-refundable deposit is required to guarantee the Lessee's reservation and is due **60** days **prior** to the first day of the reservation. The deposit will be in the amount of 10 PERCENT of the total estimated rental fee. Deposits will be deducted from total due at check out.

Any damage that requires repair and was not noted during the tour of the premises (Section A) will be billed to and paid by the Lessee. The amount will be determined jointly by the Camp Sonlight Site Manager and the On-site Representative for the Lessee. In the event the Site Manager and Lessee Representative can not agree on the damages and amount, the Trustees for the Camp Sonlight will act as final arbitrators. Excessive clean-up fees will also be deducted from the Lessee deposit (see Section A, Condition of Premises).

C. REASONS FOR TERMINATION

The Lessor reserves the right to terminate the lease and close the camp and send campers home under the following conditions: medical or natural emergencies, destructiveness, and failure to comply with the published Rules and Regulations.

The Lessee reserves the right to terminate the lease in the event the Lessor fails to provide a safe and useable camp facility.

D. USE OF PREMISES

The camp premises are to be used only for picnics, retreats, conferences, day camps and church organization sponsored events. Money raising functions are allowed only if the proceeds will benefit not-for-profit organizations.

The use of alcohol or illegal drugs on the premises is strictly prohibited. Prescription drugs must be safely stored in the camp office under lock and key at all times when not in use. The designated Medical Care Person will maintain the safety of any and all prescription drugs. Smoking/Vaping and the use or possession of tobacco products on camp property is prohibited.

Travel trailers and recreational vehicles containing waste facilities are not allowed on the property.

During the lease, no one is allowed to enter or depart from the premises without first checking with the Lessee's On-site Representative. A current sign-in and sign-out log must be maintained by the Lessee's On-site Representative.

Use of adjacent land and/or the Camp Sonlight Site Manager's property is strictly prohibited.

Lessee and campers registered to Lessee's On-site Representative shall not undertake any alterations of the camp facilities.

At all times, the Lessee shall enforce all laws, ordinances, and regulations of the County of Marion, Florida as well as the Rules and Regulations of Camp Sonlight set forth in Exhibit A.

E. REPAIRS AND MAINTENANCE

Lessor is responsible for making all repairs and doing all maintenance. Lessee is required to notify Lessor's Camp Site Manager of the need for repairs as soon as the need is recognized.

Costs of repairs for damages caused by Lessee will be paid by Lessee.

F. CAMP SONLIGHT TELEPHONE

In case of emergency, there is a telephone at the Site Managers house.

Any and all toll calls will be billed to the Lessee.

G. SAFETY

Lessee must maintain a daily count of the total number of campers, staff, and all visitors and record these totals in a log to be posted in the main camp office.

Lessee must have enough adult supervision (18+ yrs.) to adequately supervise children at all times.

Care for accidents and illnesses will be the total responsibility of the Lessee and not the Lessor. Lessee must furnish all of the necessary medical supplies.

The Lessee will pay all costs for accidents and illnesses.

The Lessee must report all accidents and illnesses to the Lessor. First Aid is the responsibility of the Lessee and must be provided by the Lessee. The Lessor will provide the Lessee with information on local emergency care facilities.

The Lessee will designate a Medical Care Person that possesses qualified skills, such as a doctor, registered nurse (RN), licensed practical nurse (LPN), Paramedic, or Certified First Aid person. A written report of each accident must contain the name, address, and age of the injured person. As well as the type of illness or injury, action taken, medication or first aid given, person giving medication or first aid, and doctors and/or hospital report.

Pool supervision is the responsibility of the Lessee. The Head LifeGuard **MUST BE CERTIFIED BY THE AMERICAN RED CROSS** or equivalent certification. The lifeguard **MUST BE PRESENT AT POOL AT ALL TIMES DURING POOL ACTIVITIES**. The pool is available for use from May 15th through September 15th only.

The Lessor's Camp Site Manager will review emergency, fire, and disaster evacuation plans with the Lessee's On-site Representative prior to commencement of the lease term.

H. LESSOR'S RIGHT OF ENTRY

The Lessor will be entitled to enter the premises for inspection and repair. The Lessor will be entitled to enter the premises to show the facilities to prospective renters. The Lessor will sign in and sign out with the Lessee's On-site Representative.

I. FOOD SERVICE

All food preparation is the responsibility of the Lessee. All food, food utensils (except cooking utensils) dish cloths, and detergent will be supplied by the Lessee. This includes plates, cups, napkins, trash bags, and other supplies. All eating areas will be cleaned daily. Eating is prohibited in the main building, classrooms, auditorium, craft rooms, activity rooms, rest rooms, and dorms.

J. INDEMNIFICATION OF LESSOR

The Lessee agrees to indemnify and hold harmless the Lessor, its trustees, board of directors, and Site Manager and other servants or employees of the Florida Primitive Baptist Deacons' Association, Inc. from any and all claims which arise out of or the result from any action, omission, condition created or maintained of or by the Lessee, their officers, employees, agents, members, servants, or assigns. To include all personal property and equipment brought in and used upon the premises by the Lessee.

K. LIABILITY INSURANCE

The Lessee shall provide to the Lessor a certificate of insurance showing not less than \$500,000 per occurrence Comprehensive Liability Insurance. This certificate must be delivered to the Lessor's Rental Agent when the deposit is made to validate and hold the Lessee's reservation. This certificate MUST INCLUDE THE FLORIDA PRIMITIVE BAPTIST CAMP & CONFERENCE CENTER (CAMP SONLIGHT) AS THE CERTIFICATE HOLDER.

L. LEASE CHANGES AND ALTERATIONS

This agreement contains all the agreements of the lease existing between the parties hereto. Any addition, change, alteration or modification of this agreement shall be deemed valid and enforceable only if it shall be in writing and signed by authorized representatives of both parties hereto.

M. CANCELLATION POLICY

If it is necessary for the lessee to cancel the lease agreement for any reason the following charges will apply:

- i. Deposit of 10 percent of the total estimated rental fee is non-refundable.
- ii. If cancelled two weeks prior to rental the lessor will keep the deposit and require one night minimum rental be paid.
- iii. If cancelled within one week prior to rental the deposit and the full minimum rental fee will be required.