



The MacKenzie Camp Society

Box 133, Armstrong, BC V0E 1B0 Email maccamp@shaw.ca
 Phone: 250-838-6293 Website: www.mackenziecamp.ca

MACKENZIE CAMP RENTAL AGREEMENT

Date: _____

This agreement is between the MacKenzie Camp Society of The United Church of Canada and:

Name (the "Renter"):	_____		
Type of Group:	Check one: <input type="checkbox"/> Association <input type="checkbox"/> Church <input type="checkbox"/> School <input type="checkbox"/> Private <input type="checkbox"/> Other _____		
Purpose of Visit:	_____	Number of people:	_____

A. Renter

"the **Contact Person**": Renter appoints the following person as the Contact Person for the purposes of this Agreement:

Name:	_____
Address:	_____
Email:	_____
Cell:	_____

Authority of Contact Person: The Renter agrees that the Contact Person is authorized to make and accept changes to this Agreement, including Adjustments (defined below).

B. Facility

1. Renter agrees to rent MacKenzie Camp and MacKenzie Camp agrees to rent to the Renter the facility on the terms and conditions contained in this Agreement.

2. The Renter agrees to rent the Facility from _____ on _____ to _____ on _____,
 (time) (date) (time) (date)
 the ("**Rental Period**").

for _____ people.
 (number)

The Renter will have exclusive use of all Activity Spaces and accommodations during the Rental Period: Alice Large Hall (Dining Hall, Kitchen, Dormitory), Main Field, all rustic Cabins, Wash House, and Craft Hall.

C. Transport

Mackenzie Camp is a boat accessible facility (1 minute ride across the mouth of the Shuswap River). One hour of load-in and load-out are included in the rental. Additional boat trips must be arranged in advance at a cost of \$40 each.

Emergency Transport

1. A local board member is often available for transport at not cost.
2. A canoe and/or kayak will be readily available at the boat dock.
3. A local company, Blue Motion, can be contacted for emergency transport.



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D. Payment

1. Fees are based on the number of people attending as indicated on this form.
2. The Renter agrees to pay to MacKenzie Camp the fees (the “**Fee**”) listed in the Invoice as required by the payment schedule in the next section. (such as additional boat trips). If additional services are requested prior to or during the Rental Period, the Renter agrees to pay for these Adjustments (the “**Adjustment**”). In addition to the Fee and any Adjustments made, the Renter agrees to pay additional fees that may be charged by MacKenzie Camp in connection with extra cleaning that may be required or damages that need repair.

_____ Initial here

3. Payment Schedule: The Renter will pay the Fee as follows:

- (a) A non-refundable security deposit of \$250 (the “**Security Deposit**”) within 7 days of signing this Agreement.
- (b) If the number in my party is less than the figure stipulated in the rental contract, I may request a reduction in the Daily Rental Fee. However I must alert MacKenzie Camp to the smaller number no less than 7 days prior to the rental period.
- (c) MacKenzie Camp will deliver an invoice (the “**Final Invoice**”) to the Renter listing the balance of the Fee payable (the “**Final Payment**”) within 48 hours after the Rental Period. The Security Deposit will be applied to the Final Payment after any deductions have been made for estimated repairs to the Facility as a result of damages caused by the Renter during the Rental Period. If MacKenzie Camp estimates (in its discretion) that charges for such repairs will exceed the Security Deposit, the additional amount for repairs will be added to the Final Payment. Any Adjustments will be added to the Final Payment. Final Payment is payable within 15 days of receipt of the Final Invoice. Late payments will be subject to 5% charges.

4. Payment Method: The Renter agrees to pay the Invoice by cheque (the “**Schedule A**”) as outlined in Section 9 (or by electronic transfer).

If any cheques are returned NSF, the Renter authorizes MacKenzie Camp to charge the Fee (plus any NSF charges)

E. Cancellation

The renter acknowledges and agrees that: (a) the Renter may cancel the Agreement any time prior to 90 days before the Rental Period by delivering written cancellation to MacKenzie Camp to the following email address: maccamp@shaw.ca. If the Renter cancels this Agreement under this Section, the Renter agrees that MacKenzie Camp is entitled to keep the full amount of the Security Deposit.

_____ Initial here

F. Camp Policies

The Renter acknowledges that the Policies set out in the Policies Schedule attached hereto as Schedule B (the “**Policies**”) to this Agreement form part of this Agreement. The Renter agrees to comply with the Policies during the Rental Period. The Renter also agrees to review the Policies with their guests who will be staying at the Facility.

G. Insurance

The Renter agrees to obtain a commercial general liability insurance policy in the minimum amount of \$2,000,000 to cover activities at MacKenzie Camp. The insurance policy must name The United Church of Canada, the Property Development Council of the United Church of Canada and the MacKenzie Camp Society as additional insured. This often involves purchasing a “Special Event Policy” for your group. It does not cost more to add the M.C.S. and U.C.C. to the policy. It can take a month to get this processed so please plan accordingly. The Renter agrees to provide proof of insurance to MacKenzie Camp at least one week prior to the Rental Period.



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H. Additional Terms And Conditions

The following terms and conditions apply to this Agreement:

MacKenzie Camp does not warrant that any obligation, service or Facility to be performed or provided in connection with this Agreement will be free from interruption or delay caused or required by maintenance, repairs, renewals, modifications, strikes, riots, insurrections labour controversies, accidents, fuel shortages, government intervention, statute, law, force majeure, act of God or other cause or causes beyond MacKenzie Camp's reasonable care and control. MacKenzie Camp shall be relieved from the fulfillment of such obligation or service during the period of such interruption and such interruption will not be deemed to be an eviction or disturbance of the enjoyment of the Facility or render MacKenzie Camp liable in damages to the Renter, nor relieve the parties from their obligations under this Agreement once the interruption has seized. If this Agreement is terminated due to the foregoing reasons, then MacKenzie Camp will refund to the Renter 75% of the Security Deposit paid.

_____ Initial Here

The Renter agrees to sign the Waiver, Release and Indemnity attached hereto as Schedule C.

The Renter is responsible for the admission, actions and behavior of all participants and/or visitors (the "**Rental Group**") to the Facility. The Renter shall provide adequate supervision by a mature person(s) for members of the Rental Group during all activities at MacKenzie Camp.

The Renter does not have the right to assign or sublet its rights under this Agreement.

The undersigned has read and agrees to be bound by this Agreement. If applicable, the undersigned warrants that the undersigned has sufficient authority to sign this Agreement on behalf of the Renter.

x: _____
Renter Signature

x: _____
Print Name



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SCHEDULE A SAMPLE INVOICE

* based on X people

	Date	Date	Date	Total	Notes
Facilities -				\$ 350 /day	For up to 12 people
Additional people					\$22/per person/day
Extra Boat Trips					\$40/trip
Canoes/Kayaks					\$20/each/day
Cleaning Fee					
Garbage/recycle				\$ 50.00	
Total				\$	

TOTAL FEE

Notes

*Final numbers confirmed 7 days prior
 final payment due 7 days post rental
 insurance documents required 7 days prior



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SCHEDULE B POLICIES

These are the key policies of MacKenzie Camp. Please share these policies with your group prior to your arrival.

Bedding

- Groups must bring their own pillows, sleeping bag/blankets and towels when staying in MacKenzie Camp's accommodations.
- There are some extra supplies that may be used if needed but these must be laundered and returned before departure

Recyclables/Garbage

- The Rental Group will sort and organize all of their recyclables. Garbage will be collected and stored in the bin outside. A garbage/recycling fee of \$50 will be added to all rentals unless the group chooses to remove their own.

Cleaning and Damages

- The Facility will be in clean condition upon the group's check-in time that was stated in their Rental Agreement.
- The Rental Group will sweep their accommodations, kitchen and dining hall and at the end of their stay. The kitchen area will be mopped and all washroom facilities will be wiped down with cleaning supplies and equipment provided by MacKenzie Camp. A MacKenzie Camp staff person will provide an overview on departure day cleaning protocols and will check that it is done before the Rental Group's departure.
- If repairs are needed due to damage done by the rental group, the Renter will be charged at \$30 per hour for labour, plus cost of materials.
- If camp is not left as it was upon arrival a cleaning fee of \$75 will be added as an adjustment.
- The Renter must ensure that they thoroughly clean the kitchen (including stoves and all dishes are put away and the kitchen left as it was upon arrival.

Pets

- No pets are allowed at MacKenzie Camp.

Fires and Fire Hazards

- Except in instances of a fire ban regulation, fires are permitted in the outdoor fire pit. A safety hose and shovel must be readily available at the fire pit
- A designated person within the Rental Group should be responsible for overseeing the safety of the fire.
- In the event of a fire ban the propane fire may be used in the firepit area with safety equipment available as above.

Firearms and Drugs

- Firearms and illegal drugs are not permitted at MacKenzie Camp.
- MacKenzie Camp reserves the right to terminate this Agreement without further notice or refund if the Renter fails to comply with this policy.

Damage to Property

- Cutting or damaging trees and plants, or taking other natural materials away from MacKenzie Camp, is not permitted.
- The Renter will be charged for any damage made to MacKenzie Camp's property or equipment.



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Smoking

- Smoking is permitted in an area agreed upon with MacKenzie Camp prior to arrival.

Alcohol

- If the Renter is booking the camp exclusively, then responsible alcohol consumption is permitted .
- Renters who are hosting a party/wedding/event with alcohol in a communal space is required to apply for a Special Event permit and have a designated person with a Serving It Right or Special Event Server certificate remain sober and take responsibility for the rental group's access to and responsible consumption of alcohol.
- Renters are responsible for removing **all** alcoholic beverage containers from the property unless prior arrangements have been made.

Waterfront and Other Activities

- Rental Groups are fully responsible for their own safety while swimming/canoeing/kayaking at MacKenzie Camp. The beaches are all Swim at Your Own Risk. Renters and Rental Group members must obey all posted safety regulations .



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SCHEDULE C WAIVER, RELEASE AND INDEMNITY

The Renter acknowledges the following risks:

- weather and other conditions can and do change without warning
- the outdoor setting is filled with inherent dangers
- boats have the potential to turn over
- people can be injured while in the outdoors or at a camp similar to MacKenzie Camp
- people who are wading, swimming or boating can drown
- weather conditions can include hot sun or heavy rain, lightning, hail, strong winds, and cold temperatures and can change dramatically
- the Renter and invited guests may suffer accidents, illness, insect or animal bites, and that the response of medical assistance may be delayed

The Renter understands that all these dangers and other dangers, both seen and unforeseen, can be hazardous.

In consideration of being allowed to rent the Facility, the Renter assumes any and all risks, dangers and hazards (including any risks, dangers or hazards which are unknown at the time of signature) associated with the rental and use of the Facility and any activities associated with the Facility (regardless of whether the activity takes place at the Facility). The Renter releases and forever discharges MacKenzie Camp, The United Church of Canada, the Property Development Council of The United Church of Canada or their officers, directors, agents, employees, contractors and other persons for whom MacKenzie Camp by law is responsible (collectively, the “**Releasees**”) from any and all liabilities, claims, demands, damages, actions, suits or causes of action, including any claims for breach of contract, negligence or gross negligence, statutory or other duties arising from the rental and use of the Facility and any activities associated with the Facility (regardless of whether the activity takes place at the Facility).

The Renter will carefully inspect all equipment rented or loaned and agrees that use of same will be deemed acceptance that such equipment is in safe and satisfactory condition.

The Renter will indemnify and save harmless the Releasees from any and all liabilities, claims, demands, damages, actions, suits or causes of action:

- (a) brought in connection with personal or consequential injury of any nature (including death) suffered or sustained during the Rental Period by the Renter or any of its agents, employees, clients, guests or invitees or any other person who may be on the Facility (together with the Renter, the “**Rental Group**”) that arises from any act, neglect or default on the part of any member of the Rental Group; and
- (b) any loss, theft, damage or injury to any property belonging to MacKenzie Camp or a member of the Rental Group occurring or sustained during the Rental Period.

Capitalized terms that are not defined in this Waiver, Release and Indemnity have the meaning assigned to such terms in the Agreement between the Renter and MacKenzie Camp.

This Waiver, Release and Indemnity will survive any termination of the Agreement between MacKenzie Camp and the Renter.

X: _____ X: _____

Renter Signature

Date

Print Name