



**BOYS & GIRLS CLUBS**  
OF SOUTH ALABAMA

2020 Rental Agreement

It is important that the Lessee/Renter read and understand this lease agreement before signing to ensure all rules are adhered to between the Lessor and The Lessee. This Lease Agreement made and entered into on the date reflected herein below, by and between the Boys & Girls Clubs of South Alabama, Inc (herein after called BGCSA), through its Manager or other designated authority, herein after referred to as Lessor. The agreement is to be completed for any and all portions of the BGCSA rented or used.

**I. Rental Information:**

Site Requested: Camp Chandler Tonsmeire Event Date: \_\_\_\_\_  
Lessee/Renter: \_\_\_\_\_ Type of Event: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ DR L#: \_\_\_\_\_ DOB: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: (Work) \_\_\_\_\_ (Home) \_\_\_\_\_ (Cell) \_\_\_\_\_  
Number in Group: \_\_\_\_\_ Adults \_\_\_\_\_ Youth Total Number in Group: \_\_\_\_\_  
Special Instructions: \_\_\_\_\_  
\_\_\_\_\_

**II. Costs:**

Security Deposit: (required): \$100.00 Due Date: \_\_\_\_\_  
Rental Fees: (see pg. 2: options & costs): \_\_\_\_\_ Due Date: \_\_\_\_\_  
**Total Due:** \_\_\_\_\_

**III. Authorizations:** (for office use only)

Security deposit paid: Y / N Date: \_\_\_\_\_ \$ \_\_\_\_\_ (initial) \_\_\_\_\_  
Rental payment paid: Y / N Date: \_\_\_\_\_ \$ \_\_\_\_\_ (initial) \_\_\_\_\_  
Insurance: (Copy of "Additionally Insured" paperwork received) Y/N/NA (initial) \_\_\_\_\_  
Individual Participant Permission Forms (Challenge Course & Overnight Camping) Y/N/NA (initial) \_\_\_\_\_  
Authorized to rent: Y / N (initial) \_\_\_\_\_  
Eligible for return of deposit: Y / N (initial) \_\_\_\_\_

*All payments, cash or money order only, are to be made at the Administration Office, either in person or by mail, at 1102 Government Street, Mobile, AL 36604. (Phone: 432-1235)*

\_\_\_\_\_ **Initial of Lessee/Renter**

# Rental Options and Costs

## I. Club Sites:

Cody Road 35 Cody Rd., N. Mobile, AL 36608	Kiwanis 712 Rice St. Mobile, AL 36607	Sonny Callahan 6585 Carol Plantation Rd Theodore, AL 36582
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Optimist 1517 Plaza Dr. Mobile, AL 36605	Semmes 3810 Wulff Rd., E. Semmes, AL 36575
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\* Sites Listed Above: \$75.00/hr (2 hr minimum)  
Time Requested \_\_\_\_\_ \$ \_\_\_\_\_

\*Sonny Callahan & Kiwanis Clubs:  
Kitchen usage: (\$30.00) (warming & cooling only) \$ \_\_\_\_\_

## II. Camp Chandler-Tonsmeire

2701 Shelton Beach Road Ext.  
Mobile, AL 36613

Please note: This property is currently up for sale; in the event the camp property is sold, your rental agreement may be subject to cancellation with a full refund of deposit/payment.

### Fees:

Pavilion/Land: \$500.00 Time Requested: \_\_\_\_\_ \$ \_\_\_\_\_  
\* Pavilion/Land – 5 hours

Pavilion/Land/Pool: \$700.00  
\* Pavilion/Land – 5 hours Time Requested: \_\_\_\_\_ \$ \_\_\_\_\_  
\* Pool – 4 hours (Lifeguard provided) Time Requested: \_\_\_\_\_

\* Additional hours:  
\$65/hr. Pavilion/Land/Pool Time Requested: \_\_\_\_\_ \$ \_\_\_\_\_  
\$45/hr. Pavilion/Land Time Requested: \_\_\_\_\_ \$ \_\_\_\_\_  
\$50/hr. Pool (Lifeguard provided) Time Requested: \_\_\_\_\_ \$ \_\_\_\_\_

Canoeing (with rental): \$100.00/4 hrs. (Lifeguard provided) Time Requested: \_\_\_\_\_ \$ \_\_\_\_\_  
\*Canoeing only: \$50.00/hr. (2 hr. minimum-Lifeguard provided) Time Requested: \_\_\_\_\_ \$ \_\_\_\_\_

Swimming Parties (pool only): \$75.00/hr. (2 hr. minimum) Time Requested: \_\_\_\_\_ \$ \_\_\_\_\_  
\*Lifeguard provided

Overnight Camping (must supply own equipment):  
\$15.00 per tent up to 2 in a tent (\$3.00 each additional person in tent). \$ \_\_\_\_\_  
\* Number of Tents: \_\_\_\_\_  
\* Number of Campers: \_\_\_\_\_

III. Total Rental Options and Costs: \$ \_\_\_\_\_

\_\_\_\_\_ Initial of Lessee/Renter

## Rules and Regulations

1. Alcoholic beverages and drugs are prohibited.
2. No water Balloons.
3. Facilities will be rented on a first come, first serve basis to adults who are 21 years of age or older and meets lease agreement guidelines.
4. If facilities are to be rented for any profit making activity, commercial fees will apply.
5. Facilities may be rented up to eighteen (18) months in advance.
6. A one hundred (\$100.00) refundable (must meet damage and clean-up clauses) deposit is required to hold a reservation and is due within five (5) working days after requesting the reservation.
7. Final payment is due three (3) weeks prior to the scheduled event.
8. Garbage cans, trash bags, rest room supplies and outside trash receptacles will be supplied.
9. No smoking is allowed in any part of any building/pavilion/structure. If smoking occurs in the exterior areas, all cigarette butts are to be picked up.
10. No weapons of any type (this includes BB/Pellet guns).
11. Animals and/or pets are prohibited on all properties.
12. Setting up prior to the function and cleaning up after shall be the responsibility of the applicant. Applicant shall pay a deposit. If applicant chooses to clean facility and there are no damages to the facility, a refund will be made upon notification by the facility supervisor that the facility was left in order and cleaned satisfactorily.
13. All personal property must be removed at the end of the leased period. Any personal property not removed shall be the property of the BGCSA. Thereafter, the BGCSA reserves the right to dispose of all unclaimed items without notice to Lessee.
14. a) No fires permitted outside of grill structures/equipment  
b) No fireworks/flammables
15. Camp Chandler Tonsmeire only
  - a) No swimming in the lake
  - b) If your rental does not include the pool, canoeing, these areas are off limits to the Lessee.
16. Swimming Pool Usage
  - a) Boys & Girls Clubs of South Alabama will provide lifeguards and these lifeguards have absolute authority over admission including ejecting participants who are disobedient or disruptive.
  - b) The Lessee shall assume the duty of enforcing the Lifeguards' orders.

## Waiver of Liability and Hold Harmless Agreement

1. LIAISON: BGCSA will provide a liaison to all groups.
2. INTRUDERS: Any suspicious or unidentified visitors, intruders should be reported to BGCSA liaison or staff immediately.
3. EMERGENCIES: In the event of an emergency BGCSA liaison or staff should be notified immediately.
4. FIRST AID: Each group is responsible for their own first aid and supplies, emergency care, and emergency transportation. It is advisable that each group provide an adult with CPR and First Aid certifications from a nationally-recognized provider. This includes training on blood borne pathogens and age-appropriate CPR with use of breathing devices.
5. HOLD HARMLESS:
  - To the fullest extent permitted by the law, the Lessee shall indemnify and hold harmless BGCSA and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the lease of BGCSA, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from and (ii) is caused in whole or part by any negligent act or omission of the Lessee of their guests, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as you any party or person described in this paragraph.
  - Lessee shall hold harmless the BGCSA, employees and assigns and shall indemnify them against any claims or liability for compensation under the Alabama Worker's Compensation law or similar laws arising out of injuries sustained by any employees and/or invitees of Lessee or of any contractor or subcontractor under Lessee.
  - BGCSA assumes no responsibility for injury, personal or otherwise, to any person or property occurring in conjunction with the use of the Property. The Lessee agrees to hold harmless and indemnify BGCSA for any damages, expenses, costs, or legal fees incurred as a consequence of the Lessee's conduct or use of the property.
  - BGCSA shall not be liable to the Lessee or any other person or corporation for any damage to their personal property caused by weather, accidents, leakage of water, gas, sewer pipes, or plumbing on said property.
6. SECURITY DEPOSIT: a \$100.00 security deposit is required at the time of the reservation to hold the date, with the balance paid in full at least three (3) weeks prior to the event. The Lessee shall take good care of the Property and maintain all of the real and personal property, equipment, furnishings and furniture, in good condition and in good repair during the term of the lease. If any BGCSA property, to include but not limited to, furniture, fixtures, pictures, paintings, floors, screen, walls or appurtenances shall be broken, scratched, defaced, torn, soiled or damaged in any way, and the expense for these repairs, replacement or cleaning exceeds the \$100.00 deposit, the balance for these repairs, replacement or cleaning shall be at the expense of the Lessee. Return of deposit will be determined by a site inspection conducted by BGCSA personnel.
7. LEASE AGREEMENT GUIDELINES: A copy of the rules and regulations is attached and acknowledged by the Lessee. Additionally, Lessee shall comply with all laws of the United States, the State of Alabama and all ordinances of Mobile/Baldwin County, Alabama and, if applicable, the city where the facility is located, and all rules and requirements of the Mobile/Baldwin County Sheriff's Department and Fire Department, including, but not limited to laws regulating alcoholic beverages, and will obtain and pay for all necessary permits and licenses, and will not do nor cause to be done, anything on said premises during the term of the lease in violation of any such laws, ordinances, rules or

requirements, and if Lesser calls any such violation to the attention of the Lessee, or any person employed by or admitted to the said premises by said Lessee, such Lessee will immediately desist from and correct such violation.

8. **INSURANCE**: Lessee shall assume the responsibility for providing adequate insurance covering its participants, and naming BGCSA as an Additional Insured on such policies of Commercial General Liability Insurance. This shall be evidenced by providing a Certificate of Insurance to BGCSA not less than three (3) weeks prior to event.
9. **PERMISSION FORMS: Overnight Camping only**: Must have individual permission forms from each participant.
10. **HEALTH INFORMATION**: BGCSA advises each group to gather and maintain the following on each participant:
  - Name and address
  - Emergency contact names and numbers
  - A list of persons with known allergies or health conditions requiring treatment, restriction, or other accommodations while on site
  - For minors without a parent on site, signed permission to seek emergency treatment or a signed religious waiver
11. **CANCELLATION POLICY**:
  - BGCSA has the right to refuse any request for rental.
  - BGCSA has the right to cancel any scheduled event.
  - If full payment is late, rental date will be opened to the public (security deposit not refunded).
  - Full refund if cancelled due to unforeseen event, i.e. natural disaster.
  - Full refund if cancelled 30 days prior to the event.
  - 75% refund if cancelled 15–29 days in advance. \*\*
  - 50% refund if cancelled 8-14 days in advance. \*\*
  - No refund if canceled less than 7 days in advance.\*\* (Refund does NOT include Security Deposit.)
12. **DEFAULT PAYMENT**: Lessee shall agree that if any default is made in payment of the rent or any part thereof or if any default is made in any of the covenants or agreements the BGCSA shall have the sole option to terminate the agreement and the Lessee may be required to pay the full amount of said lease for the facility, services, and any usage fees as herein that have been agreed to be paid.
13. **SUPERVISION**:
  - In leasing this property to the Lessee, BGCSA does not relinquish the right of control the management of thereof or to enforce all the necessary and proper rules for the management and operation and operation of the same.
  - Lessee shall not admit to said premises a larger number of persons than the seating capacity thereof will accommodate, or can safely or freely move about in said rented areas, and the decision of BGCSA in this respect shall be final.
  - The Lessee is responsible for monitoring their own supervision and behavior.
  - BGCSA reserves the right to eject individuals or groups from the property for violation of policies or inappropriate behaviors. Further, said person causing such a disturbance may be subject to prosecution under the laws of the State of Alabama, and the County of Mobile.
14. **SEVERABILITY**. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
15. **WAIVER OR CONTRACTUAL RIGHT**. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce

and compel strict compliance with every provision of this Agreement. Any matters not expressly provided for shall be in the discretion of the BGCSA or its authorities.

16. ASSIGNMENT. Lessee obligations under this Agreement may not be assigned or transferred to any other person, firm or corporation without the prior written consent of The Boys & Girls Clubs. No performance, exhibition or entertainment may be given or held on said premises, which shall be objected to by BGCSA. The Lessee shall further not permit the said premises to be used for lodging rooms or for any improper, immoral or objectionable behavior.
17. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
18. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
19. LEGAL CONTRACT: That all terms and conditions of this written Lease Agreement shall be binding upon the parties and cannot be varied or waived by any oral representations or premises of any agent of other person of parties hereto. I am at least twenty-one (21) years of age and fully competent; and execute this Contract for full, adequate and complete consideration fully intended to be bound by same.

By: \_\_\_\_\_ Date \_\_\_\_\_  
Boys & Girls Clubs of South Alabama, Inc.

By: \_\_\_\_\_ Date \_\_\_\_\_  
Lessee Representative

10-01-2019