

CAMP RED CEDAR USER AGREEMENT WITH A.W. HOLDINGS, LLC DBA BENCHMARK HUMAN SERVICES OR AWS FOUNDATION, INC

TERMS OF USE

Anthony Wayne Rehabilitation Center for Handicapped and blind, Inc. d/b/a Camp Red Cedar (“Camp Red Cedar”) is pleased to enter into this Agreement with the

_____ (“User”) on this _____ day of _____ (the “Effective Date”) for User’ use of the Facilities, subject to the following terms and conditions:

1. Facilities

For purposes of this Agreement, User will have access only to the Facilities designated: the Lodge, Lodge porch, conference room and use of trails. No beach- front or horse activities allowed unless previously arranged with Camp Red Cedar staff.

The Facility is available for rental by parties or groups affiliated with Benchmark Human Services, if those associated with Camp Red Cedar shall have priority in terms of scheduling. Renter may use none of Camp Red Cedar’s equipment such as watercraft or other personal goods.

2. Damage

User will not damage or in any way deface the Facilities, buildings, grounds, equipment or furnishings. User will not make or allow any alterations to the Facilities or grounds. If any part of the Facility or grounds are damaged by the acts, default or negligence of User or its agents, employees, patrons or persons to the Facility or grounds, Camp Red Cedar will bill the repair of the damages to user. User agrees to pay Camp Red Cedar, upon demand, the sum necessary to restore the Facilities and/or the premises to its original condition.

3. Indemnification

User agrees that it shall indemnify, defend and hold harmless Red Cedar and its employees, officers, owner, and directors, from and against any and all damage, loss, claims, suits, demands, actions, fines, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys’ fees) arising out of or in connection with damage to property or injury to persons (including death) which arise out of User’s use of the Facility, including any acts or omissions of User, its agents, contractors, employees, invitees, servants or subcontractors. User shall provide Red Cedar immediate notice of any injury or damage to persons or property in, to or around the Facility of which it is aware. Camp Red Cedar assumes no responsibility for any property placed on or about the premises by the User or others on the property at User’s request, and User hereby expressly relieves and discharges Camp Red Cedar from any and all liability for loss, injury or damage to personal property that may be sustained during the User’ use of the Facility and grounds under this agreement.

4. Right of Entry

Camp Red Cedar, and those persons authorized by it, shall have the right to enter the Facility at all reasonable times for any reasonable purpose, as well as at any time in the event of emergency involving possible injury to property or persons in or around the Facility.

5. Event Date

User's Event Date: _____

User's Event Time: _____ to _____

Note: Event times include set-up and clean-up time. Additional charges will apply for additional time spent at the facility.

Event Rules and Regulations

FOOD SERVICE: Users may prepare and serve their own food at events held at Camp Red Cedar facilities. However, if they choose to hire a caterer, the caterer must meet specific requirements: they must have on file in office that has a Certificate of Insurance, as well as a copy of their Retail Merchant's Certificate. Caterers should contact Camp Red Cedar at (260)637-3608 to request information concerning requirements.

NO SMOKING OR OPEN FLAMES: Camp Red Cedar is a *smoke-free environment*. Smoking is prohibited in the buildings and grounds at all times. In addition, no open flame of any kind is allowed on the premises except for use of the designated fire place/pit as arranged with Camp Red Cedar Representative.

CLEAN UP: Renters shall cleanup the premises as required by Camp Red Cedar. If User fails to do so, User agrees to pay to Camp Red Cedar, upon demand, the sum necessary to restore the Facilities and/or the premises to its original condition. Clean up shall include: disposing of trash; including the bathrooms, replacing garbage liners, wiping down all surfaces used, and sweeping and mopping used areas; including the restrooms.

ANIMALS/PETS: With the exception of service animals, User and anyone in attendance at Renter's Event are prohibited from bringing animals or pets into the Facilities or grounds.

FEES: No fee for events that are for individuals who receive services from Benchmark or Camp Red Cedar. For staff related events, the charge is \$250/day. Additional cost may occur for use of coffee, plates, utensils, and beverages. \$25 for small group up to 30 and \$50 for groups over 30 participants.

By signing below, you agree that you have read, understood, and agree to the terms of this Agreement, and are an authorized representative to sign for your event.

Anthony Wayne Rehabilitation Services for the Handicapped and Blind, Inc.

D/B/A Camp Red Cedar

By: _____ Date: _____
Camp Red Cedar Representative

Benchmark Representative:

By: _____ Date: _____

Phone _____

Contact Email: _____