

YMCA Camp Clay Facility Rental Agreement

Please sign, date, and return this rental agreement (all pages!) within 2 weeks of booking in order to secure your reservation. Your signature on this agreement, or taking possession of the cabin/site after receipt of this agreement, or payment of money is evidence of our acceptance of the agreement and your intent to use this Camp rental.

Rental fees: Reservations require at least a 50% deposit made by credit card, cash, or check to guarantee your reservation. *Wedding reservations require a 50% NON-REFUNDABLE deposit.* Your payment along with this signed agreement **must** be received before we can guarantee your reservation. It is your responsibility to provide your credit card number and make sure your final balance is received at least 1 month prior to your arrival date. If a reservation is made within 30 days of arrival date rental fees must be paid in full at time of booking. We will regretfully have to cancel your reservation if the final balance is not received by the due date on this agreement and there will be no refund issued.

Cancellation policy and refunds: We know that plans can go astray. However, we rely primarily on advance reservations and cancellations cannot always be filled. So to be fair to all concerned, our policy is as follows: Any rental fees paid, less a \$50 processing fee plus any credit card fees, are refundable, if the reservation is canceled at least 60 days prior to your arrival date. If you cancel during the 60 days prior to your arrival, you will forfeit all rental fees collected. No shows will not be able to book a rental in the future. We recommend that you purchase trip insurance to cover the potential financial loss. Visit www.InsureMyTrip.com for details. *This cancellation policy excludes weddings. See above for wedding fee details.*

Credit Card Information/Security Deposit: Prior to your arrival, credit card information must be given to keep on file for a security deposit. This is to protect us from possible damages to our property. Guests are financially responsible for all damages and additional cleaning fees (\$50 per hour) if necessary. Should our facilitator find the facilities in an unacceptable condition upon your departure, your credit card will be charged for extra cleaning, damage repairs, replacement of missing contents expenses resulting from agreement violations such as smoking in the buildings, trash left, unauthorized pets, broken windows, etc... **Security charges will only be applied to your credit card if necessary and you will be notified.**

Check-In Procedures: All check-in procedures will be coordinated through the YMCA. Contact Camp Clay Director, Kevin Morrison at 269-838-9789 or 419.238.0443. To help make your stay more enjoyable we recommend you bring: board games, campfire supplies, camp chairs, insect repellent, sun screen, fishing poles (catch and release only) etc..

The renter agrees that he/she will not claim any charge backs or credits from his/her credit card company for any fees charged to his/her credit card, including but not limited to deposit, rental, or additional damage or security deposit fees.

Returned check fee: There is a \$50.00 per check fee for all returned checks.

Rental Policies: We cater to families, youth groups, service clubs, and numerous other renters and strive to provide a fun and safe environment for all. Renters agree to abide by the YMCA/Camp Clay rules that are posted throughout the camp, pond area, and in this agreement.

The cabin rental includes: Total cabin access, 18 bunks, fire ring outside cabin, cleaning area, flat iron cooking grill, the bathhouse for restrooms, and showers. If the Camp Clay facilitators are requested by the renter to return any item left in a cabin, items will be returned by UPS or US Postal Service for a service charge of shipping costs plus \$15.00 handling fee.

Maintenance: Please report any problems or damages in the cabin/site the **day of check-in** to the facilitator. If not reported, we must assume the damage or loss occurred during your occupancy and we will have to charge you. When maintenance needs arise during your stay please contact the Camp Clay facilitator. It may be necessary for them to enter the cabin during reasonable hours to perform minor repairs.

Housekeeping: Housekeeping is not provided during your stay. You are responsible for sleeping bags, linens, eating utensils and the like. It is your responsibility to assure you have collected all of your belongings before departing the rental. The YMCA/Camp Clay will not be responsible for any item left in a cabin by a renter. Camp staff will check and empty trash periodically during your stay. All other clean-up is a responsibility of the renters. Please leave the property as you found it. Renters who leave facilities left in poor conditions will be assessed a \$150 cleaning fee.

Minimum Age required to rent a cabin/site is 21 years and the person who books the cabin must stay at the cabin for the entire rental period. Sub-letting or parents renting for their children under the age of 21 is **NOT** allowed.

Maximum Occupancy Cabin: The number of persons occupying your cabin shall not exceed the number of beds available unless given direct permission from the Director. Renters may be subject to cancellation/penalties if numbers exceed maximum allowed occupants. This is a violation of the rental agreement.

Phones: You will need to bring a cell phone.

Pets: Camp Clay **does not** allow pets. Sorry for the inconvenience. We have day campers and other guests most days and we do not want any conflicts.

Check-In and Check-Out times: Typically check in is 11a on the day of your rental and 10a on the final morning of the rental. These times can be negotiated with the Camp Clay Director.

Smoking and smoke detectors: There is no smoking allowed in the cabin or other facilities, there are 2 designated areas for renters to smoke. It is your responsibility to keep cigarette debris clean from the YMCA/Camp Clay area. If we find evidence of smoking inside any of our properties, you will be assessed a cleaning and deodorizing fee of \$150.00. There are smoke detectors in the cabin, do not unplug or remove the batteries from them. There are also fire extinguishers on each floor of the cabin. Please take time and note where these are located.

Campfires: We have one main campfire area at the cabin. There is a fire ring at the pavilion. Please contact the camp facilitator if you will have firewood needs. We enforce all local burn bans.

Other Guests: Please note that there may be other groups, guests, or rentals on camp during parts of your stay. We host after hours rentals, day campers, swimmers, and other groups on a daily basis. Your cabin stay is not exclusive use at any time.

Fireworks: Fireworks are only permitted with expressed permission from the YMCA Executive Director AND prior approval from the Van Wert County Sheriff's Department. Any evidence of un-approved fireworks will be cause for dismissal without refund and/or denial of future rentals.

Aqua Park: The YMCA/ Camp Clay aqua park and splash pad are open 7 days a week from 12p-6p and renters can swim during these times for the regular prices. **Swimming at the aqua park is prohibited at all times that a YMCA certified lifeguard is not on duty.** 2 lifeguards can be purchased for after hours swimming for \$50 per hour. Additional guards needed will be \$25 per guard.

Climbing Wall, Initiatives and Zip Line: Renters are required to stay away from these areas. At no time should renters be around or play near these dangerous climbing areas. If you are interested in adding the climbing wall option to your rental package, please see the Camp Director.

Check-out Procedures: All check-out procedures will be coordinated through the YMCA. Contact Camp Clay Director, Kevin Morrison at 269-838-9789 or 419.238.0443.

Upon departure guests are required to leave the property in the same general condition as it was when they arrived. Please comply with the following before check-out:

1. Charcoal or gas grill cleaned and gas turned off.
2. Windows and doors closed and locked, all lights turned off to conserve energy.
3. All garbage and trash bagged tied
4. Property left neat and in order.
5. Fire rings should be free of trash and not left burning.
6. Keys should be dropped off with the facilitator or left locked inside the cabin.

I acknowledge and confirm that I have read and agree to all conditions on this rental agreement.

Signature: _____

Print Name: _____ **Date:** _____

Reservation Information

Name: _____

Total Amount Due: _____

Arrival Date: _____

Departure Date: _____

Cabin renters only:

Number of guests: Adults: _____ Children: _____

A Credit Card must be supplied for a security/damage deposit. We will not charge your card unless necessary and you will be notified.

Return signed agreement to: YMCA of Van Wert County

241 West Main St.

Van Wert, Ohio 45891

YMCA: www.vwymca.org Facilitator: Kevin Morrison, kevin@vwymca.org

**YMCA of Van Wert County & Camp Clay
Liability Waiver and Release of All Claims**

We are excited that you have chosen Camp Clay for your weekend fun. Camp Clay provides opportunities for a variety of activities, some of which include canoeing, paddleboats, fishing, hiking, wall climbing, zip line, archery, outdoor camping, cabin rentals, deep water aqua park, shallow water/beach swimming area and a nature center. This form is vital in ensuring your safety and the safety of your child or ward. A Liability Waiver must be signed before use of the facilities. It is the parent, guardian, youth group or troop leader's responsibility to assure each person in their family or group has signed waivers. If you or your child needs any special accommodations, please inform the YMCA before arrival. Please read this form carefully and be aware in registering yourself, your child, or ward for participation in any Camp Clay activities, you will be waiving and releasing all claims for injuries you or your minor child/ward might sustain arising out of any of these program.

As a participant in the program or the parent/guardian of a participant in the program, I recognize and acknowledge that there are certain risks of physical injury and I agree to assume the full risk of any injuries, including death, damages, or loss which I or my minor child/ward may sustain as a result of participating in any or all activities connected with or associated with such program.

I agree to waive and relinquish all claims my minor child/ward or I may have as a result of participating in the program against the YMCA of Van Wert County and its officers, agents, servants, and employees.

I do hereby fully release and discharge the YMCA of Van Wert County and its officers, agents, servants, and employees from injuries, including death, damage, or loss which I or my minor child/ward may have or which may accrue to me or my minor child/ward on account of my participation in the program.

In case of accident or sickness, I consent to emergency medical care provided by ambulance or hospital personnel.

I hereby consent to the use of my photograph in YMCA brochures, publications, slide presentations, etc.

I have read and fully understand the above Waiver and Release of All Claims.

Renter, Participant, Parent/Guardian

Date