



## Howard Christensen Nature Center

16190 Red Pine Dr.

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Kent City, MI 49330

(616) – 675-3158

[www.HowardChristensen.org](http://www.HowardChristensen.org)

[info@howardchristensen.org](mailto:info@howardchristensen.org)

### **Camp Lily's Retreat Center Rental Agreement – Standard Terms and Conditions**

The following terms and conditions are part of the agreement between Lily's Frog Pad Inc., operator of Howard Christensen Nature Center, and each individual or organization (the "Lessee") who utilizes the HCNC's facilities:

1. **Use of Facility:** The Lessee, \_\_\_\_\_ is authorized to utilize Camp Lily's, the private retreat center from \_\_\_\_\_ (date and time) through \_\_\_\_\_ (date and time).

2. **Payment:**

\_\_\_\_\_ Deposit - \$100 refundable security/damage deposit may be due at time of booking to hold registration. Will be returned upon inspection of the facility, usually within one week. Refer to the check list provided.

Fees may be deducted for excessive clean-up, trash removal and damages. Final payment, including any additional charges, is due at time of check in.

\_\_\_\_\_ Weekends (Friday and Saturday) May 1- September 30 - \$400/night (Members - \$320/night)

\_\_\_\_\_ Week days and weekends October 1 – April 30 - \$250/night (Members - \$200/night)

\_\_\_\_\_ Work exchange (20 hours) – 50% off first night, 25% off second night

\_\_\_\_\_ 27% Unrelated Business Use Tax (Federal Tax =21% and State Tax =6%) Not applicable for nonprofit organizations. Assessed on actual rental price only.  
( $\$400 = \$108$ ,  $\$320 = \$86$ ,  $\$250 = \$68$ ,  $\$200 = \$54$ )

\_\_\_\_\_ Trash disposal – no charge, take with you or to IC

\_\_\_\_\_ Special use fees – see attached invoice if applicable.

Total paid: \_\_\_\_\_

Total due: \_\_\_\_\_

3. **Damage and Indemnity:** The Lessee shall be responsible for any damage, theft, or other misuse of Camp Lily's relating in any manner to the use of the facility by the Lessee or any of the Lessee's guests or other parties utilizing the Facility. The Lessee shall promptly reimburse the Nature Center for all costs to repair and/or replace any equipment or property. The Lessee shall indemnify and hold the Nature Center and each of its affiliates harmless from any and all claims, costs, damages or expenses, including attorney fees, arising out of the use of the facility by the Lessee.
4. **Removal of Guests:** HCNC reserves the right to remove from the facility the Lessee or any person attending the scheduled event at the facility in the event of dangerous or destructive behavior.
5. **Assignments:** The Lessee shall not assign its right to use the Facility without the prior written consent of the Nature Center, which the Nature Center may withhold at its discretion.
6. **Restricted Activities:** Alcoholic beverages are only permitted to be consumed by persons of legal age within the State of Michigan. Open containers are NOT PERMITTED outside of any buildings or on any trails. It is the responsibility of the tenant to regulate this policy and by signing below takes full responsibility. Illegal or Illicit drugs or controlled substances are not permitted on the grounds at any time. This agreement authorizes exclusive use and access only to the facility noted in this agreement. All trails, amphitheater, open areas and the welcome center drive located at 16130 Red Pine Drive are perpetually open to the public. Public use of the above areas may not be inhibited at any time.
7. **Attorney Fees:** In the event of any litigation relating to the use of the Facility by the Lessee, the Lessee shall pay to the Nature Center its costs and attorney fees incurred as a result of any such litigation.
8. **Amendments:** The terms and conditions set forth in this Agreement may not be changed, modified, released or amended except by an instrument in writing executed by both parties except as may be found void under the laws of the State of Michigan, County of Kent.
9. **Binding Effect:** This Agreement shall be binding upon Lessee and HCNC and their respective successors and assigns.
10. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties as to its subject matter, and all prior agreements between the parties, whether written or oral, are merged into this Agreement and shall be of no further force or effect.

Name: \_\_\_\_\_

Title/Company Name if applicable \_\_\_\_\_

Nonprofit organization? \_\_\_\_yes \_\_\_\_no If nonprofit, need W9 on file \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP \_\_\_\_\_

Telephone number \_\_\_\_\_ Email address \_\_\_\_\_

Type of Event \_\_\_\_\_

\_\_\_\_\_  
(Signature and date)  
HCNC Representative

\_\_\_\_\_  
(Signature and date)  
Lessee