

CAMP KIWANIS LEASE AGREEMENT

Revised 3/1/2023

Kiwanis Club of Ocala, PO Box 784, Silver Springs, FL 34489

www.ocalakiwanis.org

Reservations: Dick Donaldson

Camp Reservations (352) 867-7162

Email: KiwanisCampOcala@gmail.com

Caretaker: Barry Miller

Camp Office (386) 866-4544

Email: Bamer941@aol.com

_____ Of _____ would like to reserve Camp

Kiwanis for the dates of _____ to _____. The lessee and all members of their group agree to comply with all conditions included in this contract (to include the fee schedule, all regulations, and the cleanup check list).

Name of Applicant: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact phone numbers: (____) _____ (____) _____

Contact Email: _____ Expected number in party: _____

Lessee Type: Non-profit 501(c)3 For Profit Firms Educational Religious Private Parties Kiwanis Club Member

Provide number of each type of sleeping facility lessee requires:

- _____ Dorms (3 max – sleep 44 persons/each) at \$185/each per night
- _____ Infirmary Cabin (1 – sleep 4 persons) at \$125/each per night
- _____ Cabins (2 max – sleep 4 persons/each) at \$75/each per night
- _____ Apartment (2 max – sleep 6 persons/each) at \$100/ per night
- _____ People tent or RV camping (lessee provides own tents/RV) at \$5 per person per night

- 1) Complete this form and the attached Addendum to Camp Kiwanis Lease Agreement and return with a copy of Lessee's Driver License and payment for Security Deposit (see table below).
- 2) Submit proof of lessee insurance (Certificate of Insurance) with this form (see Lease Fee and Usage Policies for more information). **COI must list the Kiwanis Club of Ocala and The United States of America as "additional insured". If lessee is a Kiwanis Club Member, provide proof of personal liability insurance.**
- 3) You will receive a copy back as proof of your lease agreement. The returned copy will also show your balance due.

Applicant Signature: _____ Date: _____

Printed Name & Title: _____

PLEASE DO NOT WRITE BELOW THIS LINE.

Date lease agreement received: ____/____/____

Security deposit: \$ _____ (see table below to determine amount)

Total amount received: \$ _____ (Security Deposits)

Balance due: \$ _____ (must be received 7 business days before first day of lease)

Rental Manager Signature: _____

Security Deposit Table

Group Size	Deposit
1-125 people	\$300
126-250 people	\$400
251-500+ people	\$500

Make checks payable to "Kiwanis Club of Ocala"
Please email a copy of this form to: kiwaniscampocala@gmail.com
Also return this form along with security deposit to:
Dick Donaldson, Camp Kiwanis Rental Manager
P.O. Box 784, Silver Springs, FL 34489
(352) 867-7162

Addendum to Camp Kiwanis Lease Agreement

This addendum is executed on the date set forth below between the Kiwanis Club of Ocala, Inc., (the “Kiwanis Club”), and _____, (the “Lessee”). In consideration of the mutual promises set forth below, the Kiwanis Club and Lessee agree as follows:

1. The Kiwanis Club and Lessee have entered into a lease agreement for the use of Camp Kiwanis dated _____, (the “Lease”). This Addendum shall supplement the terms and provisions of the Lease, which shall continue in full force and effect, unless expressly modified by this Addendum. In the event of any conflict between the Lease and this Addendum, this Addendum shall control.
2. As used herein, the term “Lessee” means the organization named above, the individual signing this Addendum on behalf of that organization, and each person attending or participating in the organization’s activities at Camp Kiwanis.
3. Lessee shall comply with all applicable governmental rules and regulations relating to the use of Camp Kiwanis, including, without limitation, guidelines issued by the Center for Disease Control, executive orders issued by the Governor of the State of Florida and guidelines issued by the Florida Department of Health.
4. Lessee acknowledges, agrees and represents that: a) it has inspected and carefully considered the premises, equipment and facilities to be used and occupied; and b) it accepts the premises, equipment and facilities as being safe and reasonably suited for all of Lessee’s intended or reasonably foreseeable purposes.
5. Lessee RELEASES, WAIVES, and DISCHARGES the KIWANIS CLUB OF OCALA, INC., its directors, officers, employees, members and agents (hereinafter referred to as “releasees”) from any and all liability to the Lessee, for any loss or damage, sickness or illness, including, without limitation, any and all damage or loss in any way related to bacteria, viruses or other pathogens associated with a local outbreak, pandemic, or unknown; and any claims or demands therefore on account of injury to the person or property or resulting in death of the Lessee, whether caused by the negligence of the releasees or otherwise while the Lessee is in, upon, or about the premises or any facilities or equipment therein; or while participating in programs; or while travelling to or from the premises.
6. Lessee shall INDEMNIFY the releasees and HOLD them HARMLESS from any and all claims, loss, liability, damage, or cost, including, without limitation, reasonable attorneys’ fees, arising from or relating to: a) the execution of the Lease and this Addendum; or b) the use or occupation of Camp Kiwanis.

7. Lessee HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY and ALL RISK OF BODILY INJURY, ILLNESS, SICKNESS, DEATH, OR PROPERTY DAMAGE, ALONG WITH ALL COSTS OF REPAIR of any nature whatsoever, while in, about, or upon the premises of Camp Kiwanis and/or while using the premises or any facilities or equipment affiliated with Camp Kiwanis.
8. Lessee agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
9. In the event of any litigation arising from or relating to the Lease, this Addendum or Lessee's use of Camp Kiwanis:
- A. The sole and exclusive jurisdiction for such litigation shall be the Circuit Court of the Fifth Judicial Court, in and for Marion County, Florida;
 - B. ALL ISSUES OF LAW AND FACT SHALL BE DECIDED BY THE COURT, A JURY TRIAL BEING EXPRESSLY WAIVED;
 - C. The prevailing party shall be entitled to recover all of its costs and expenses, including a reasonable attorney's fee, and including costs, expenses and attorney's fees for any appellate proceedings; and
 - D. The Lease and this Addendum shall be interpreted and construed in accordance with the law of Florida, without reference to doctrines relating to conflicts of law.

I HAVE READ THE ABOVE WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT.

Legal Representative of Lessee

Dated

Printed Name