



# RENTAL AGREEMENT & Guidelines for Special Events

## RENTAL POLICIES & GUIDELINES

Rotary Lodge, Slingerland Pavilion, Sidford Sailing Pavilion, Lewi Lodge Dining Hall and the Dearstyne Hike and Trip Center are available for rental for a variety of special events such as weddings, receptions, dinner parties and other celebrations.

## AVAILABILITY / DEPOSIT

Camp facilities are generally available for private use between the hours of 8:00 a.m. and 10:00 p.m. The rental fee charged for the use of any Camp facility is only applicable to the day of rental and to the specific facility rented. The rental of any facility in camp does not warrant the sole party's exclusive right to the camp property. All events are scheduled within the discretion of the Chingachgook Staff. Every effort will be made to accommodate requests but special events will not be scheduled in areas of camp where other groups and programs are scheduled. In order to reserve an event date, a deposit equal to 25% of all quoted rental fees must be paid and the Group and Rental Agreement must be signed. The deposit is refundable prior to 1 year from the scheduled event date and non-refundable if canceled within 1 year.

## FINAL PAYMENT

Final payment for the space is due two weeks prior to the event. Payment can be made with a check or credit card.

## CONTACT

Please assign a point person who is coordinating details of the event and is able to be contacted by Camp in case of changes and emergencies. If the event is a wedding, please provide an additional "day-of" point person that is not the bride or the groom.

## DAMAGE DEPOSIT

Upon execution of the Group Agreement, renter shall provide to Camp Chingachgook a valid credit card number along with remaining payment within 2-weeks of the event. This credit card will be held as a general damage deposit. Should damage occur to the premises, the renter's credit card will be charged, and Camp will forward a detailed accounting of such charges to renter. Payment of any damage is required within thirty (30) days. Should the premises be left in good condition, the renter's credit card will not be charged.

## EXCUSED NON-PERFORMANCE / CANCELLATIONS

If for any reason beyond control, including, but not limited to global pandemics, strikes, labor disputes, accidents, government requisitions, restrictions, or regulations on travel, YMCA Camp Chingachgook operation, commodities, or supplies, acts of war, or acts of weather, Operator of YMCA Camp Chingachgook is unable to perform its obligations under the Agreement, such non-performance is excused and Operator may terminate this Agreement without further liability of any nature, upon return of Patron's deposit. In no event shall Operator be liable for consequential damages of any nature for any reason whatsoever. If for any reason the space reserved here under is not available for the Event, Operator may substitute therefore other space in the Camp, at least comparable in quality thereto, and Patron agrees to accept such substitution without prior notification or adjustment in price or modification of terms.

## CATERING/OUTSIDE VENDORS

Camp Chingachgook reserves the right to determine the areas where food and drink service is permitted. Should the renter decide to contract an outside vendor, the catering company must provide YMCA Camp Chingachgook with a Certificate of Insurance that lists the Capital District YMCA as an additional insured party and the policy must equal or exceed \$1,000,000/2,000,000 aggregate.

The outside vendors / rental companies must provide the YMCA with a certificate of insurance that lists YMCA Camp Chingachgook as an additional insured party and that policy must exceed \$1,000,000/2,000,000 aggregate.

**See Insurance section for additional instructions**

## ALCOHOLIC BEVERAGES

The serving and consumption of alcohol is only allowed with special permission in the privacy of your rented space. Alcohol is not permitted in areas shared by the general camp community. No alcohol is to be served after 10pm. Any alcohol provided must be served by a catering company or bar service, and the YMCA must be provided with an alcohol permit and a certificate of insurance. If alcohol/alcohol containers are found outside the rented banquet area there will be a \$1,000 fine.

## PARKING

All visitors must park in Camp Chingachgook's main parking lot. There is no parking available near any camp buildings where special events are held. Special arrangements can be made for the unloading and loading of passengers with disabilities at designated areas in camp.

## INCLEMENT WEATHER

YMCA Camp Chingachgook cannot guarantee renters of the Slingerland Pavilion or other outdoor space, a suitable indoor space in the event of rain, wind, or any unfavorable weather, without additionally renting an indoor space in advance. However, if 2 days prior to the event, the renter would like to change the location of their event, and a suitable indoor space is available, Camp may honor that request.

## CONDUCT

- Alcoholic beverages may not be served to minors. The general sobriety of guests is the responsibility of the renter. Public intoxication or other disorderly conduct which jeopardizes the YMCA will not be tolerated.
- Alcoholic beverages may be served during the event until 10 p.m.
- Entering the dock areas or swimming from camp property without the presence of a Chingachgook Employed Lifeguard is prohibited.
- The YMCA is a smoke free environment and smoking of any kind is prohibited in YMCA buildings. There will be an outdoor, designated smoking area for rental groups and special events.
- All special events must conclude by 10 p.m. the evening of a scheduled event and adhere to camp quiet hours between the hours of 10p.m. and 7a.m.
- Guests under 18 years of age must be directly supervised by patron adults at all times.
- Any misconduct by guests will not be tolerated and will be dealt with by the Camp Chingachgook staff and / or local authorities.
- Conduct violations requiring additional staff assistance may result in a conduct violation charge.

## EVENT SET-UP, DECORATIONS AND ELECTRICAL EQUIPMENT

For large events of more than 100 guests utilizing any camp facility, a walk-through with all involved parties is suggested, and must be scheduled at least one (1) week in advance of the event. The Camp requires 72-hour notification of any event change, or delivery to camp.

Rental spaces are available for decoration the day of an event and all décor and/or equipment must be picked up that same day. Exceptions to this must be addressed and agreed upon with a Chingachgook director at least 48 hours before the start of the event. Nothing can be stapled or nailed to any part of Camp property. Camp property, such as benches and tables may not be moved without consent of the Chingachgook staff.

Should any special electrical needs such as outlets be required the Camp must be notified at least 72 hours in advance. Special electrical equipment requires prior approval of a Group Services Coordinator. Musical performances and other entertainment may take place only in certain areas of camp and must conclude by 10 p.m.

## BREAK DOWN AND CLEAN-UP

Renter and caterer will ensure thorough clean up, including depositing all trash in the correct containers at the conclusion of an event. Camp Chingachgook staff will empty garbage containers in buildings after an event. In the event of non-compliance, the Camp will reserve the right to remove these materials at the renter's cost and liability. At the end of the event, break down must be completed by a pre-arranged time established with Camp staff. Events that require a longer break down time will be charged an additional fee.

## INSURANCE

Insurance Prior to use of the facilities, the Capital District YMCA requires a certificate of insurance that includes the following,

- General liability with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- The certificate will provide 30 days written notice of cancellation to the Capital District YMCA.
- Name the Capital District YMCA as Primary & Noncontributory additional insured
- Certificate of Insurance must state in the description of operations, remarks or comments section that there is evidence of special event insurance policy covering the day of the event, including liquor liability.

## INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, the rental party shall indemnify, defend and hold harmless the Capital District YMCA (Camp Chingachgook), its officers, directors, employees, volunteers and agents from and against any and all claims, damages, losses and expenses, including but not limited to attorney's fees, for any actual or alleged injury to any person or persons, including death, or damage to or destruction of property arising out of any act or omission on the part of the rental party.

In the event any provision of this Agreement is held to be unenforceable or voidable by a court, the enforceability of the remaining provisions shall not be affected and, in lieu of such unenforceable or voidable provision, there shall be added automatically provisions as similar in terms as may be enforceable under applicable law.

## FINALIZING THE AGREEMENT

This Agreement constitutes the entire agreement of the parties and all previous communications between the parties, whether written or oral, with reference to the subject matter of this Agreement, are hereby superseded. There are no understandings, representations or warranties expressed or implied, that are not specified herein. No changes may be made to the Agreement without the prior written consent of the parties.

**The parties' consent to this Agreement is indicated by their signatures below.**

### User Group

**Representative Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### Chingachgook Director

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_