

# CAMP TANGLEWOOD/TANGLEWOOD RETREAT RENTAL AGREEMENT

Renter Name:	Contact Name:
Billing Address:	City:      State:      Zip:
E-Mail:	Phone:
Event Name:	Estimated Group Size:
Event Arrival Date and Time:	Event Departure Date and Time:
Setup Arrival Date and Time:	Setup Departure Date and Time:

THIS AGREEMENT (the “Agreement”), made as of this      day of      , 20      , is by and between Camp Escape, Inc. d/b/a Camp Tanglewood, Tanglewood Plantation LLC d/b/a Tanglewood Retreat (collectively, the “Lessor” or “Tanglewood”), and      (the “Renter,” and collectively, (the“Parties”).

Tanglewood exists for the purpose to provide people a place to gather, away from the noise and distractions of daily life in order to experience a refreshing encounter with our God in the midst of his creation. Simply put...GATHER. UNPLUG. ENCOUNTER. We exist to glorify the Lord Jesus Christ by stewarding our facilities well and cultivating a community environment in which his gospel may be heard. Renter acknowledges the Lessor’s purpose and agrees to not use the property in any way that would conflict with the Lessor’s stated purpose.

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

- 1. Event Date and Time:** Renter shall not have access to the Space at any time other than during the above Event Dates and Times and Setup and Preparation Dates and Times, unless Renter receives prior written permission from Lessor.
- 2. Fees:** Lessor hereby grants to Renter a limited and revocable license (the “License”) to use Tanglewood, located on 1403 Tanglewood Road, Lawrence, MS 39336. The License permits Renter to use the identified Space and Activities only on the above Event Dates and Times and only for the purposes set forth in this Agreement.

The Renter shall pay the Fees as indicated on attached Estimate. Renter shall provide Lessor a final count of all participants ten (10) days prior to the Event Date. Any Fees based on participant count shall be billed based on this agreed upon participant count, unless the actual participant count increases. In such event, the participant-based Fees shall be billed at the actual participant count.

Lessor shall charge applicable sales tax on all Fees unless Renter provides to Lessor a valid State of

Mississippi sales tax exemption certificate.

**3. Deposits, Payment Schedule and Insurance Policy:** Renter shall remit the Lodging Deposit as per attached upon execution of this Agreement. NO DATE or time slot will be held until receipt of an executed Agreement and the Lodging Deposit is received. Lessor shall have no obligations under this Agreement until all required deposits are paid in full.

A. **Lodging Deposit:** The Lodging Deposit shall be applied to the total Fees owed to the Lessor.

B. **Payment Schedule:** The Total Fees, as determined by the Lessor, less the Lodging Deposit shall be paid prior to the Event Date (the "Payment Due Date"). In the event of any additional charges are incurred (e.g. participant overages, damages, excess cleaning, etc.), Lessor shall invoice Renter within seven (7) days of the conclusion of the Event. Renter shall pay the additional charges invoice upon receipt.

C. **Insurance Policy:** Renter shall provide Lessor a certificate of insurance evidencing Commercial General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate or must purchase an event policy in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate, and name Tanglewood Plantation LLC, Camp Escape, Inc. and their directors, officers, affiliates and agents as additional insured, as well as the Renter. An Insurance Certificate must be provided to the Lessor prior by the Payment Due Date. If the Renter fails to provide the Insurance Certificate by the Payment Due Date, Lessor shall have the right to revoke the License and to keep the full amount the Security Deposit, the Rental Deposit and Estimated Fees paid to Lessor.

D. **Waiver of Liability:** Renter must provide the Tanglewood Waiver for all participants, regardless of length of stay or extent of participation.

**4. Third Party Activities:** Lessor has Third Party arrangements to provide other activities. Renter is responsible for payment to and provision of any waivers to the applicable Third Party Vendors for these activities. The Third Party Activities are not available to all groups.

**5. Cancellations:** Any cancellations by Renter, other than as provided by Sections 13 and 14 of this Agreement, will result in forfeiture of the Lodging Deposit and any fees paid to Lessor as of the cancellation date.

**6. Condition of Premises:** Space shall be provided as-is, and Lessor makes no warranty to Renter regarding the suitability of the Space for Renter's intended use. Renter shall leave the Space in the same condition as when Renter entered. Renter shall be responsible for any damage caused to the Space beyond ordinary wear and tear, and shall be required to arrange for the repair of any such damage. In the event that Renter does not satisfactorily arrange for such repair, Lessor shall be entitled to arrange for any necessary repairs at Renter's expense. Renter shall reimburse Lessor for any such repairs within 10 days of receipt of Lessor's written request for reimbursement, which request shall be accompanied by written verification of the amount of the expenses incurred.

**7. Independent Service Providers:**

A. Renter hereby indemnifies and holds harmless the Lessor, its employees, officers, directors, affiliates and agents from any damages, actions, suits, claims, or other costs, including attorneys' fees, arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by any independent service provider employed by Renter to provide services for the Event, including any acts or omissions on the part of Renter, its employees, officers, directors, independent contractors, or other agents, unless such damages are caused by the Lessor's gross negligence or willful misconduct.

B. Rental equipment not provided by Lessor must be pre-approved by Lessor. All rental equipment must be removed at the end of Event. Renter hereby indemnifies and holds harmless the Lessor, its employees, officers, directors, affiliates and agents from any damages, actions, suits, claims or other costs, including attorneys' fees, associated with the use, delivery, installation or removal of rental equipment not provided by Lessor. Lessor is not responsible for any damages to rental equipment not provided by Lessor.

C. Independent Service Providers are allowed into the facility no earlier than the Event reserved time unless pre-arranged by Lessor. Where applicable, they are required to place a drop cloth beneath their work area and are expected to leave the Space in the same condition in which it was found. Any costs incurred for excessive cleanup required following their installation or pickup will be charged to the Renter.

### **8. Use of Tanglewood:**

**A. Alcoholic Beverages, Drugs and Tobacco Products:** The sale, service, consumption or use of alcoholic beverages, drugs, vaping products or tobacco products is prohibited. Renter hereby indemnifies and holds harmless Lessor, its employees, officers, directors, affiliates and agents from any damages, actions, suits, claims, or other costs (including reasonable attorneys' fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) relating to the sale, service, consumption or use of alcohol, drugs or tobacco products at the Event, including any acts or omissions on the part of Renter, its employees, officers, directors, independent contractors, or other agents. Should Renter cause or allow the presence of alcohol or illicit drugs during event in any manner whatsoever, the Security Deposit shall be forfeited.

**B. Pets:** Service Animals, with applicable documentation, are permitted on Tanglewood property; however, non-service animals are not permitted on the Tanglewood property without prior written approval by the Lessor.

**C. Motorized Vehicles:** The use of ATVs, UTVs, motorcycles, water vessels and any other similar motorized equipment is not allowed on the Camp Tanglewood property without prior written consent by the Lessor.

**D. Décor:** Renter may not hang or attach decorations on any part of Tanglewood buildings or structures, with the exception of the large meeting room walls (excluding all posts and beams). All items, such as nails, staples, etc., used to hang or attach decorations must be removed by Renter at the end of the Event. All decorations must be removed from the facilities at the end of the function unless other arrangements are made with Lessor. Any costs incurred for damage or excessive cleanup of decor or failure to remove all decorations following an event will be charged to the Renter.

**E. Bedding, Linens and Toiletries:** In the event the Lessor rents the Facilities for overnight stays, participants must provide their own sleeping bags or bedding for all bunk beds (twin size). Renter is responsible for providing their own bath linens, including towels and washcloths, and toiletries.

**F. Cleaning:** Except as otherwise provided in this Agreement, it is the responsibility of the Renter to ensure clean up, replacing of all property back to their proper place and returning the Space to its same condition at the end of the Event. The Renter shall be responsible for the bagging and removal of all trash/garbage, including all perishable food items, from the property or placement of the bagged trash/garbage in garbage receptacles. In the event Renter uses the Kitchens, the Renter shall clean, rinse and dry all cookware, utensils, kitchenware, grills and Kitchen equipment, etc. and return such to their proper place at the end of the Event. Renter shall not reposition furniture or leave the Space in excessive disarray. Renter's failure to comply with this Section of the Agreement will result in additional charges to

cover the excess costs incurred by Lessor.

Lessor shall be responsible for mopping floors, normal cleaning of bedrooms and bathrooms and for the removal, cleaning and replacement of all bed, bath and kitchen linens.

**G. Personal Items:** Lessor is not responsible for any damage or loss of Renter or Renter attendees' personal items.

**H. Photographic Images, Video and Audio Recordings:** Renter grants unto Lessor all right, title, and interest in any and all photographic images and video or audio recordings that are made by Lessor during the activities with Lessor, including, but not limited to, any royalties, proceeds, or other benefits that are derived from such photographs or recordings.

**I. Swimming; Use of Lake:** The use of the Lake involving any entry into the water such as swimming, floating, water games, etc. or the use of any water vessels, motorized or non-motorized, is not allowed without the presence of a certified life guard, an adult representative of the Renter, and written permission from the Lessor. All wet clothes shall be hung in designated outdoor areas or in bathrooms.

**9. Right of Entry:** Lessor shall have the right to enter the Space at any time for any reasonable purpose, including any emergency that may threaten damage to the Space, or injury to any person in or near the Space. Lessor employees and agents may enter and have access to the areas furnished hereunder at any time, and authorized personnel may enter at reasonable times necessary to the performance of their duties.

**10. Indemnification:** Renter hereby indemnifies and holds harmless Lessor, its employees, officers, directors, affiliates and agents from any damages, actions, suits, claims, or other costs (including reasonable attorneys' fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by Renter's use of the Space, including any acts or omissions on the part of Renter, its employees, officers, directors, independent contractors, or other agents. Renter shall notify Lessor of any damage or injury of which it has knowledge in, to, or near the Space, regardless of the cause of such damage or injury.

**11. Permitted Use:** Renter is authorized pursuant to the License to use the Space to hold the Event, and for no other purpose, unless Lessor gives Renter prior written authorization for additional permitted uses. Renter may not use the Space in any manner that may render the insurance for the Space or any of Lessor's property void, or which may result in increased insurance premiums for Lessor with respect to the Space or any other of Lessor's property.

**12. Compliance with Laws:** Renter shall obtain and maintain any necessary permits, licenses, or other forms of permission necessary to use the Space according to the permitted uses set forth in this Agreement in a lawful manner. Renter shall not use the Space in any manner that would violate local, state or federal laws or regulations. Renter hereby indemnifies Lessor, its employees, officers, directors, affiliates or other agents for any damages, penalties, fines, suits, actions, or other costs (including reasonable attorneys' fees) arising out of or in connection with Renter's violation of any local, state or federal law, rule, regulation or ordinance related to Renter's use of the Space.

**13. Force Majeure:** Any default in the performance of this agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party. In the event of Force Majeure, the Lessor shall refund to Renter the full amount of the Fees paid (including

the full Deposit). The Lessor shall not be liable for any additional costs or damages suffered by Renter arising out of a cancellation of the Event per this Section 13.

**14. Revocation:** Lessor shall have the right to revoke the License at any time prior to the Event Date, provided it gives Renter prior written notice of revocation. Lessor's right to revoke is limited by the following reasons for revocation: nonpayment of Fees, breach of this Agreement, or if the Space is being rented for a purpose which Lessor subjectively finds inappropriate. In the event that Lessor revokes the License prior to the Event for reasons other than nonpayment of Fees or breach of this Agreement by Renter, Lessor shall refund to Renter the full amount paid by Renter in connection with this Agreement, including the entire Deposit.

**15. Assignment:** Neither Party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other Party.

**16. Governing Law:** This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Mississippi, without regard to conflicts of law principles.

**17. Counterparts:** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

**18. Severability:** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any court of competent jurisdiction deems any provision of this Agreement invalid or unenforceable, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

**19. Entire Agreement:** This Agreement constitutes the entire agreement between Renter and Lessor, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

**20. Dispute Resolution:** The parties hereto shall attempt to resolve any dispute between them arising out of or in connection with this agreement by entering into structured nonbinding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the event is held or elsewhere by mutual agreement. In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this agreement and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

Lessor: Camp Escape, Inc. d/b/a Camp Tanglewood and Tanglewood Plantation LLC d/b/a Tanglewood	Renter
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Retreat	
Signature	Signature
Print Name	Print Name
Date	Date