**St Andrew’s Camp** is available for rent from August 15 to November 15 and March 15 to June 15\*. The camp has recreational and sleeping facilities including sleeping quarters for up 50 persons plus dining hall, recreation hall and prayer chapel. Guests are required to bring their own linens, sleeping bags and pillows. Linens are available at an additional charge. Renter will not bring in any recreational, electrical or plumbing equipment without informing and getting the written consent of OCEF.  OCEF will reserve the right to  deny use of any equipment or activities it deems unsafe or inappropriate for these facilities.

\* During the winter months, the Camp may be available with the option of additional fees for heating and electric.

Renter will not bring in any recreational, electrical or plumbing equipment without informing and getting the written consent of OCEF.  OCEF will reserve the right to  deny use of any equipment or activities it deems unsafe or inappropriate for these facilities.

In order to rent the Camp facilities, please complete the following steps:

1. Call the Office at 315-675-9771 to inquire about available dates or email to saintandrewscamp@aol.com.

2. When your group is ready to confirm complete the form below, indicate your requested facilities, forward a signed Rental Agreement to OCEF Executive Director, 1280 State Route 49, Cleveland, NY 13042.

3. Assign one person to act as a contact for your group.

4. Ensure the required deposit of 50% of your fee is sent with the rental agreement and final payment is made on the first day of the rental in person, via the renter/contract designee who is present at the Camp.

5. Enjoy the Camp and have fun!

IMPORTANT: The contact person for the Rental group is required to be present upon the groups’ arrival and be present throughout the rental until departure and be responsible for the liaison, payment and safety resulting from the group rental. A representative from SAC / OCEF will be at the Camp to greet you, orientate you with the facility and liaise with the Rental contact.

This Agreement made and entered into by and between OCEF, dba SAC (hereinafter referred to as “OCEF”) maintaining a principal place of business at 1280 State Route 49, Cleveland, NY 13042, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , maintaining a principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter referred to as “Rental Group”).

**W I T N E S E T H**

**WHEREAS**, OCEF is the owner and operator of a licensed camp facility known and identified as **St Andrew’s Camp** situated at 1280 State Route 49, Cleveland, NY 13042 (hereinafter referred to has the “Camp”); and

**WHEREAS,** the Rental Group wishes to rent the Camp on the terms and conditions set forth herein;

**NOW THEREFORE**, the parties agree each with the other as follows:

1. OCEF agrees to provide to the Rental Group at the Camp site the following:
2. Those basic facilities and equipment identified in **Exhibit A**.
3. OCEF represents that it is authorized to operate a camp premises by the New York State Department of Health, and that all other licenses or permits required for conducting such a facility have been obtained from all authorities, local, state, or federal, having jurisdiction. Such licenses are and will be in full force to include all New York State Camping Policies Rules and Regulations as provided in **Exhibit A** and effect during the camping rental and will be available for inspection by the organization with notification and scheduling with the camp administration.
4. General recreation equipment owned and available at the time of rental.
5. The on-call camp administrator will be responsible for logistics and all other matters concerning the technical operation of camp, including housing, supplies, facility maintenance, main campsite waste removal and safe drinking water supply. Additionally, the on-call camp administrator will:
	1. Participate in the arrival and departure of each Rental Group. Complete a pre- and post-walkthrough of the camp facility using a camp checklist.
	2. Provide the Rental Group with information sheets regarding site safety and policies and procedures.
6. The Rental Group agrees to the following:
	1. Will provide at least one on-call staff person to be available twenty-four (24) hours per day, by phone during the entire program to act as representative regarding the needs of the renters.
	2. Will cause all equipment to be returned in proper working condition and in good repair. All facilities will be left clean and in good repair upon departure. The Rental Group will be fully responsible for and shall pay for any and all damages the Rental Group or the campers cause to the Camp, facilities and/or the equipment.
	3. Will maintain proper sanitation conditions in the kitchen and toilet facilities and remove all refuse in those areas to main facility disposal site located near the main entrance to the camp at the end of each evening.
	4. OCEF will require the Rental Group to pay a deposit of 50% at the time this agreement is signed. If the Rental Group fails to fulfill its obligations under the Agreement, then the deposit may be retained by OCEF. If the Rental Group fulfills its obligations under this Agreement, then the deposits will be used to offset charges payable by the Rental Group to OCEF under the Agreement.
	5. Will supervise the persons on campus (the campers) for the duration of their stay up to twenty-four (24) hours a day and see to it that the campers medical, safety and personal hygiene needs are met at all times, as required by applicable law, rule and regulation. OCEF shall not be responsible for the supervision of campers.
	6. Will ensure that no alcohol, illegal drugs, firearms or weapons of any type are brought to or used at the camp by campers or any employee, representative or agent of the Rental Group. Smoking is only permitted at those areas designated by the camp administration. Cigarette butts and ashes will be disposed of in appropriate containers.
	7. WATER-RELATED AMENITIES: Use of the premises to access the lake, engagement in all swimming or water related activities, use of any water related equipment, toys, or hot tub, shall be at user's own risk. Note: there is no lifeguard on duty. Please be advised: there are unseen hazards in the lake; if you do not know how to swim, do not go near the water. Lessor shall be held harmless, and shall not be liable for Lessee's, or Lessee's guest's, use of any recreational, or water related entities, or any other provision or amenities whatsoever provided by Lessor. A $25 fine will be charged if water equipment are not left secured (locked with the aircraft cable looped through the hulls, the combination padlock locked, and the paddles stored at the boat house when guests check out).
	8. Will produce evidence of acceptable insurance coverage as follows - Insurance Requirements
		* 1. Comprehensive liability insurance, or in the case of professional services, errors and omissions insurance and/or professional liability insurance, or medical malpractice insurance, with primary liability limits of $1,000,000.00 for each occurrence and $3,000,000.00 in aggregate. For larger contracts OCEF may require higher limits that may be satisfied through umbrella or excess coverage.
			2. Automobile liability insurance, including hired and non-hired automobile coverage, with a limit of not less than $1,000,000.00 per occurrence for each vehicle used in connection with this Agreement.
			3. Workers’ Compensation Insurance covering all employees of the Rental Group. For sole proprietors or other forms of business organizations that do not require Workers’ Compensation, *Form C-105.21* of the *Workers’ Compensation Board* should be submitted.

The above insurances, where appropriate, shall name OCEF or one of its subsidiaries, as an additional insured. Each insurance certificate evidencing the above insurance shall contain a provision that the insurance company will give OCEF ten (10) days prior written notice in the case of any material change or cancellation or termination for any reason other than non-payment. The above insurance coverage must be written by an insurance carrier with an *A.M. Best Key* rating of *A-Class 6* or better and the insurance carrier must be licensed to do business in the State of New York. Certificated evidencing that the aforesaid insurances are in full force and effect must be provided to OCEF prior to the commencement of this agreement. Such certificates are to be mailed or delivered to Executive Director OCEF, 1280 State Route 49, Cleveland, NY 13042. With respect to Comprehensive Liability Insurance and Automobile Liability Insurance, the Rental Group will be required to name OCEF and/or one of its subsidiaries, as the case may be, as certificate holder.

1. Indemnification

The Rental Group hereby agrees to indemnify, defend and hold OCEF and its affiliates and their respective directors, officers, agents and employees harmless of and from all claims, damages, suits, judgments and demands of any nature or kind, arising, or alleged to have arisen, to include actual attorney fees from the Rental Group’s use of the Camp and/or its facilities arising out of or in conjunction with the use of the Camp, including any damage caused to the Camp, equipment and facilities provided hereunder; except for any damages and/or claims arising out of or attributable to the sole negligence of OCEF. OCEF and the Rental Group shall give to each other immediate written notice of any claim, suit, judgment or demand that may be subject to this provision. This provision shall survive the termination or cancellation of the Agreement.

1. Both parties agree that by close cooperation and periodic meetings between the respective directors and staff, smooth operation of the camp can be assured and they agree that.
	1. Final authority affecting property, equipment and facilities rests with the Board of Trustees of OCEF.
	2. This Agreement constitutes the entire understanding of the parties hereto relating to the subject matter hereof and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. It shall be governed by and enforced in accordance with the laws of the State of New York.
	3. All notices to be effective hereunder shall be in writing and shall be delivered in person or sent by regular mail to the party to whom notice is to be sent at the address set forth at the beginning of the Agreement or such other address as a party may, in accordance with the provisions hereof, indicate to the other. Any notice hereunder shall be deemed given upon mailing or delivery as the case may be.
	4. This Agreement may not be amended, changed or modified, except by a written agreement signed by all of the parties hereto. If any provisions of this Agreement shall for any reason be deemed to be invalid, inoperative or unenforceable, this Agreement shall otherwise remain in full force and effect and shall be reformed and constructed as if such invalid, inoperative or unenforceable provision had never been contained herein.
	5. The Attachments referred to herein are incorporated herein and made a part of this Agreement.
	6. The Rental Group may not assign or transfer this Agreement or any of its rights or obligations hereunder except upon the prior written consent of OCEF.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the \_\_\_\_\_\_\_\_\_ day of , 20**\_\_\_\_.**

**The Orthodox Charitable and Educational Foundation**

Date: By:

Rental Group:

Date: By: