

THIS FACILITY USE AGREEMENT, dated for purposes of reference the \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, is entered into by and between Nature Camp, Inc., herein referred to as "Nature Camp", whose address is c/o Philip P. Coulling, Executive Director, P. O. Box 366, Lexington, VA 24450 and \_\_\_\_\_ herein referred to as "Lessee," whose address is \_\_\_\_\_.

WITNESSETH:

WHEREAS, Nature Camp, Inc., a Virginia non-stock corporation, owns and operates a summer camping facility ("the Facility") located on national forest lands near Vesuvius, Virginia, which it leases from the U. S. Department of Agriculture and consisting of two bunkhouses, a dining hall and kitchen, bathhouses, offices, an educational building, a chapel, a recreational field, a swimming pool, and various other structures and grounds which, during the spring and fall months before and after the normal summer camp sessions, are available for use by outside organizations and groups for events, conferences, short-term camping, etc.; and

WHEREAS, Nature Camp has agreed to allow Lessee to use \_\_\_\_\_ e terms hereinafter provided from \_\_\_\_\_ at 12:00 P.M. to \_\_\_\_\_ at 12:00 P.M. ("the Term") for the purpose of \_\_\_\_\_.

NOW, THEREFORE,

1.0 Leased Premises. Nature Camp hereby rents and leases to Lessee and Lessee hereby rents and leases from Nature Camp, for the Term the following portion (or parts thereof as specified in Appendix A – Fee Structure) of the Facility:

Reeves Memorial Chapel, Lillian Schilling Building (including the kitchen), Girls' Bathhouse, Boys' Bathhouse, residential quarters in the rear of the Educational Building, and the grounds of the Facility (not including the swimming pool or pool deck).

2.0 Rental Fee. Lessee covenants and agrees to pay Nature Camp rent for the Term the sum of \_\_\_\_\_ (\$\_\_00.00), payable in two installments. An initial nonrefundable deposit of \$250.00 shall be paid to confirm the reservation and hold the Term for the Lessee's use. A second full and final installment of the remaining balance of the Rental Fee shall be paid at least fourteen (14) days prior to the beginning of the Term.

(1) Security Deposit. Lessee shall pay Nature Camp the sum of five hundred dollars (\$500.00) at least fourteen (14) days in advance of the start of the Term. This payment will be held in reserve in the event of any loss or damage during the Term. The Security Deposit will be returned in full following the Term if Lessee complies with all terms and conditions specified in this Agreement. At the discretion of Nature Camp, some portion of the deposit will be withheld if any loss or damage occurs, and Lessee will be charged for any damages for which the cost of repair or replacement exceeds the Security Deposit amount. Nature Camp will notify Lessee in writing of any additional charges within 10 days of the end of the Term, and Lessee shall pay any additional charges within ten (10) days of notification.

(2) Supplemental Access Fee. Lessee shall not be entitled to any use of the Facility beyond the lease term contained in this agreement without written permission from Nature Camp. Nevertheless, in the event Lessee occupies the Facility beyond the Lease term, Lessee shall pay Nature Camp an additional fee of \$500.00 per day for supplemental access to the Facility on any dates falling outside the scope of the Term as contracted, should the need arise for such access.

(3) Methods of Payment. Accepted methods of payment to Nature Camp include cash, check, and money order. Credit cards are not accepted. Checks and money orders may be made payable to: Nature Camp, Inc. A \$30 service charge will be applied for each check returned by the bank.

(4) Liability Insurance Obligation. Lessee shall obtain private event insurance to a minimum of one million dollars (\$1,000,000) liability coverage for property damage, bodily injury and personal injury to third parties. Nature Camp does not maintain an individual accident liability insurance policy to cover visitors. Single event coverage can be purchased through [www.privateeventinsurance.com](http://www.privateeventinsurance.com) or similar websites. The policy must name Nature Camp c/o Philip P. Coulling and the United States as additionally insured. Lessee shall furnish Nature Camp with a copy of the policy documentation at least seven (7) days prior to the beginning of the Term.

3.0 Sublet. The Facility may not be sublet, and this agreement may not be assigned, without Nature Camp's prior written approval of the prospective sublessee or assignee.

#### 4.0 Rules, Regulations & Exclusions.

Nature Camp agrees to the following basic amenities in advance of and in some cases during the Term:

- 1) One on-site staff member to provide guidance and answer questions.
- 2) Basic cleaning in advance and stocking of bathrooms (guests may clean/prepare more thoroughly at their discretion).
- 3) Opening of buildings and shutters. At least 14 days in advance of the start of the Term Lessee must identify which buildings and shutters should be opened.

Nature Camp will NOT provide: trash removal, catering, dish washing, or courtesy transportation.

Lessee agrees to use the Facility in accordance with the following rules and regulations:

- 1) Lessee shall comply with all applicable federal, state and local laws.
- 2) The Facility shall be left at the end of the Term clean and in the same condition as at the beginning of the Term.
- 3) If any alcoholic beverages are to be served to guests or other participants during the Term, Lessee shall obtain a banquet license from the Virginia Department of Alcoholic Beverage Control (<https://www.abc.virginia.gov/licenses/get-a-license>) and furnish Nature Camp c/o Philip P. Coulling with a copy thereof at least seven (7) days before the beginning of the Term.
- 4) All garbage and other materials not belonging to Nature Camp shall be removed from the Facility at the end of the Term. Nature Camp strongly encourages Lessee to recycle. Lessee may use Nature Camp's recycling bins, but they must be emptied, cleaned, and returned to their original location at the end of the Term.
- 5) Smoking is prohibited in all buildings.
- 6) Lights shall be turned off in all buildings when not in use.
- 7) Vehicles may be parked only in designated areas.
- 8) Use of the dishwasher shall be in strict accordance with written and/or verbal instructions.
- 9) Quiet hours shall be observed between 11:00 P.M. and 7:00 A.M. so as not to disturb the residential caretaker.
- 10) Any problems must be reported immediately to the resident or other on-site staff member.
- 11) Any damages to Nature Camp facilities or property caused during the Term will be the responsibility of the

Lessee. The cost of excessive cleaning, repairs, or replacement due to damages will be deducted from the Security Deposit, and Lessee will be charged for all costs of repair and replacement that exceed the Security Deposit amount as set forth in Section 2.0(1) above.

5.0 Cancellations and Modifications.

(1) Lessee may cancel a reservation up to fourteen (14) days prior to the beginning of the Term and receive a full refund of all deposits and other payments made, less the \$250 initial nonrefundable deposit. No refund, other than the Security Deposit, is applicable for cancellations less than fourteen (14) days prior to the scheduled arrival.

(2) Modifications to (a) the Term of the Agreement (including duration of rental period and facilities covered); and/or (b) the Rules, Regulations & Exclusions may be made up to thirty (30) days prior to the beginning of the term provided such modifications are set forth in writing and agreed upon in writing by Nature Camp and Lessee. The Rental Fee will be adjusted accordingly via the Supplemental Access Fee.

(3) Nature Camp reserves the right to cancel the agreement for any reason, including, but not limited to, extenuating circumstances such as facility/maintenance problems. If, under such circumstances, Lessee's reservation is cancelled prior to the beginning of the Term, the deposits and other payments will be refunded in full. If circumstances disrupt the reservation, Nature Camp, in its sole discretion, will consider, but is not obligated to, refunding Lessee for unused rental time for affected spaces.

6.0 Liability and Indemnification.

(1) Nature Camp shall not be liable to Lessee or any other person for any loss or damage suffered during the Term on account of any defective condition and Lessee shall assume all risks to persons and/or property due to latent or patent defects in the Facility, its structures, equipment, appliances, or grounds.

(2) Lessee hereby agrees, for itself, its successors and assigns, to indemnify Nature Camp against all claims, demands, and liability for any loss, damage, injury, or other casualty to person or property, whether that of the parties hereto or of third persons, caused by or happening in connection with, Lessee's use and occupancy of the Facility, its structures, equipment, appliances or grounds, or by reason of any other casualty, whether due to Lessee's negligence or otherwise.

7.0 Default, Controlling Law and Venue. This agreement shall be governed and construed under the laws of the Commonwealth of Virginia. If Lessee is in breach, violates, or otherwise defaults as to any of its duties, responsibilities, and/or obligations under this Facility Use Agreement, Nature Camp shall be entitled to its costs expended and reasonable attorneys' fees incurred as a result of said breach, violation, or default. Lessee and Nature Camp agree that any legal action arising out of this Facility Use Agreement shall be brought in Rockbridge County General District or Circuit Court.

8.0 Entire Agreement. This agreement constitutes the entire agreement of the parties with regard to the subject matter set forth herein. No representations, inducements, or agreements, oral or otherwise, not contained in this agreement will have any force or effect.

WITNESS the following signatures:

Nature Camp, Inc.

LESSEE:

By: \_\_\_\_\_  
Executive Director

By: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## APPENDIX A – FEE STRUCTURE

### Fee Structure

#### Rental Categories:

- (A) Single day use of facilities for wedding only \* \$1700  
Provides access to Reeves Memorial Chapel, men’s and women’s bathhouses, and changing area for wedding party ONLY
- (B) Single day use of facilities for wedding and reception \$2000  
In addition to facilities under category (A), above, provides access to dining hall and kitchen in Lillian Schilling Building, but no overnight accommodations or access for any additional days, pre- or post-event
- (C) Full weekend use of facilities (72 hours, Friday – Sunday \*\*) \$2500  
In addition to facilities under categories (A) and (B), above, provides access to bunkhouses for overnight accommodations during rental period

\* The Lillian Schilling Building may be made available for an indoor ceremony in the event of inclement weather.

\*\* Standard full weekend rental period is 12:00 PM on Friday to 12:00 PM on Monday, although beginning and end of 72-hour window are flexible. An additional daily fee of \$500 applies to each additional day (or portion of a 24-hour period) required by lessee for access to the facilities (for decorating, cleaning, etc.)

Other facilities, including the Office Building (Staff House), Educational Building, Caretaker’s House, Infirmary (Graves-Burgess-Loyd Building), Garage, and swimming pool, are not available for rental groups except under special arrangement.