

Monday, April 17, 2006

CYJ-MIDWEST TERMS OF RENTAL

1. This Rental Agreement is entered into this 17th day of April, 2006 in the City of Chicago, County Cook, and State of Illinois by and between Camp Young Judaea - Midwest, Inc., (hereunder referred to as "CAMP") and Camp Waupaca **Reunion Group, NFP** (hereinafter referred to as "RENTER") for a Camp Waupaca reunion event from Friday noon through Sunday at noon August 25-27, 2006, (a forty eight hour period of time).

2. RENTER will use the property known as Camp Young Judaea - Midwest, Inc., located at E989 Stratton Lake Road, Waupaca, Wisconsin and the improvements, appurtenances and facilities thereon (collectively, the "Premises") to conduct a camp rental and RENTER has sole responsibility for the conduct of all activities RENTER has fully inspected the Premises and has decided that in Renter's opinion the Premises can be safely used for the Intended purposes. CAMP has made no representation or warranty to RENTER of fitness for the intended use or uses by RENTER.

3. CAMP shall provide the physical areas and sleeping facilities as specified In the Addendum. Facilities not specifically mentioned in this agreement or the addendum are not part of this rental agreement.

4. An "initial deposit" in the sum of \$2,500, (Two thousand five hundred dollars) in the form of a certified check, is required to reserve the space and supplies for the "rental Term" as that term is hereinafter defined. This payment must accompany the return of the double signed contract by **May, 15 2006**. Payments of the balance of the rental fee for the Rental Term must be paid in accordance with the Addendum before this agreement grants rights of the RENTER to enter upon or use the space unless specified In writing in advance of commencement of the Rental Term, there shall be no reduction in the rental fee or any other charges for any reason whatsoever.

5. RENTER hereby guarantees and promises to pay the minimum rental fee of **\$8,500** as follows: Full time guests (Friday night to Sunday morning), **\$100 for the rental period**, \$40.00 per child for the rental period 13 years of age or younger, and children under 5 are free. One night guests (either Friday to Saturday or Saturday to Sunday) will be subject to a fee of \$55 per day and \$20 per child per day (or \$40 for 1.5 and 1 night) 13 years of age or younger, and children under 5 are free. There will be a \$50 fee for "walk-on" reunion guests who arrive anytime on Saturday and leave on Saturday. The dates for this weekend are Friday August 25th at noon, 2006 to Sunday, August **27th**, 2006 at noon (thus 2 total days). A day is defined as an overnight stay or providing at least 1 meal. No credit is given for partial days, or until the minimum payment of \$8,500 has been met. 4 meals will be provided during the weekend as follows: Friday dinner, Saturday breakfast, Saturday lunch and Sunday breakfast. RENTER may increase the minimum number in attendance at any time up to 7 days prior to commencement of the Rental Term at which time this number of participants will be considered a guarantee. RENTER will be charged for the number guaranteed or the number actually in attendance whichever is greater. Payment of all fees that are due shall be a condition precedent to Renter's right to enter onto the premises, and to rent the premises. Any balance due is to be remitted per payment schedule indicated in the addendum. This agreement shall automatically

terminate if any of the above rental payments are not made with the CAMP retaining all funds previously paid as liquidated damages unless agreed to by both parties. RENTER agrees not to exceed the rated maximum capacity of the premises.

6. This is a revocable offer to rent, which may be revoked by the CAMP at any time until the RENTER with the appropriate payment signs receipt of this Agreement.

7. Should this Rental Agreement be canceled by RENTER, all payments made pursuant to the schedule and paid heretofore shall be forfeited as liquidated damages. If CAMP cancels this agreement payments made heretofore shall be refunded.

8. CAMP shall have the right and absolute discretion to cancel this Rental Agreement in the event of a major catastrophe on or related to the premises including but not limited to flood, fire, earthquake, wind damage or other acts of nature in such events which may render the premises and/or any facilities thereon unsuitable. The payments made heretofore will be refunded or applied to a mutually acceptable substitute rental date at the Camp's discretion or returned in full if no alternative date can be selected for the year 2006.

9. RENTER further agrees that it will at its sole expense, provide and keep in full force and effect, throughout the term Of the lease and for the benefit of CAMP, including HADASSAH (defined below) and RENTER a liability insurance policy or an endorsement on a blanket liability insurance policy Of RENTER, insuring the premises and its appurtenances in the amount of one million dollars (\$1,000,000) combined single limit occurrence with one million (\$1,000,000) general aggregate as well as a ten million (\$10,000,000) umbrella policy. Such insurance shall specifically insure RENTER against all liabilities assumed by it hereunder, as well as liability imposed by law, and shall name as additional insured both CAMP and HADASSAH (defined below) and RENTER and shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for CAMP and HADASSAH (defined below) and RENTER. Such insurance shall be secured from companies qualified and authorized to do business in the State of Wisconsin and approved by Hadassah and must insure and name as additional insured Camp Young Judaea-Midwest, Hadassah Zionist Youth Commission, Hadassah, The Women's Zionist Organization of America, Inc. Hadassah Medical Relief Association Inc., all Chapters and Regions, Young Judaea Inc. (hereinafter referred to as "HADASSAH") its agents and employees. The insurance shall cover the entire time of the use of the premises, including set-up and takedown times.

10. The RENTER shall submit to CAMP, along with tender of the "initial deposit", a Certificate of Insurance confirming the coverage required above and naming CAMP and HADASSAH as an additional insured as well as certification of full payment of the required premium. The submission of such Certificate of Insurance shall be a condition precedent to Renter's right to enter onto premises. CAMP may terminate this Agreement on one day's notice to RENTER if the insurance company insuring RENTER cancels the insurance coverage at any time during the RENTER'S Occupancy of the Premises without RENTER being entitled to recover any rent paid to CAMP with RENTER remaining responsible for any balance due; unless RENTER reinstates the coverage. If RENTER immediately reinstates coverage with no damage or loss to HADASSAH, CAMP shall, at its option, reinstate this Agreement.

11. RENTER hereby waives all claims against CAMP and HADASSAH for loss or damage to Renter's property and the property of Renter's members, employees, agents, guests, patrons or affiliates in, upon or about said Premises and for injuries to any persons in or about said Premises.

12. RENTER hereby expressly agrees to save harmless, defend and indemnify CAMP and HADASSAH, its agents and employees, from and against any and all claims, costs, losses, suits, demands, actions, liabilities, damages, causes of actions, court schedules establishing reasonable attorney's fees, or judgments which may in any manner be imposed or incurred by CAMP or HADASSAH, its agents and employees, for any bodily injury, loss of life or damage to property, including CAMP or Hadassah's agents, employees and its or their property, resulting from, arising out of, or in any way connect with the RENTER, its employees, guests or patrons use of the premises. "except and/or to the extent that camp and Hadassah, its agents and employees have contributed or are responsible for such claims, loss, damages, etc."

13. RENTER shall designate two adults on campus, one of whom shall be continuously physically in attendance during the entire Rental Term to serve as its liaison to CAMP. The name and title of this person required pursuant to the terms of this provision shall be provided to CAMP no later than fourteen (14) business days prior to commencement of the Rental Term. Should both persons be absent from the camp at any time, he/she shall notify CAMP of a designated replacement.

14. RENTER is responsible for maintaining reasonable cleanliness of the living quarters and program areas on the Premises. RENTER is expected and required to assist in conservation of utilities. Lights, heaters and water faucets are to be turned off when not in use and absolutely nothing foreign is to be thrown into toilet bowls RENTER agrees not to commit, suffer or permit any waste or nuisance in or about the CAMP site, nor to use in a wasteful, unreasonable or hazardous manner any of the utilities and/or facilities furnished by CAMP. RENTER shall not violate any law or Ordinance of any governmental authority with respect to the Premises, common areas, or any other part of the CAMP.

15. Smoking is restricted to persons over the age of eighteen (18) years. Smoking by persons over the age of eighteen (18) years is permitted only in specifically designated areas. Smoking is forbidden anywhere else and never inside any building or structure.

16. Alcoholic beverages may not be consumed on the Premises unless agreed to in writing by RENTER with signed waiver for each adult over the age of 21 who wishes to drink alcohol on camp property. The use of any controlled substance or illegal drugs on the Premises shall be strictly forbidden. The Camp Director, or designated substitute, in residence shall be empowered hereunder to order individuals off the Premises who bring onto the Premises or use on the Premises alcohol or any other controlled substances.

17. There shall be no pets or animals permitted on the Premises during the Rental Term.

18. Private cars, motorcycles and other motor vehicles are not to be driven on camp lawns or other program areas. They are to be parked and unloaded in designated parking areas only, and at all times. RENTER shall provide its own vehicles

as required for operation of its program and no CAMP vehicle shall be used by RENTER. Vehicles are not to be driven on the Premises from Friday sundown to Saturday sundown with the exception of those persons or groups arriving and will be limited to the parking lot only.

19. RENTER agrees to develop adequate programs with proper supervision of participants. A ratio of at least one adult of eighteen (18) years or older for every eight (8) campers must be maintained, with a minimum of two adults of 18 years or older for each cabin.

20. During the Rental Term RENTER shall maintain the Premises in the same condition of said Premises as at the commencement of the Rental Term, normal wear and tear excepted. CAMP agrees to inventory and inspect the Premises prior to the first and on the last day of the Rental Term in the presence of the designated representative of RENTER and their designees upon arrival and departure of each group. RENTER agrees to pay CAMP for all costs and expenses incurred in repairing such damage in addition to payment for usage of the Premises under this Rental Agreement. RENTER agrees to deposit \$1,000.00 to be held in escrow, with CAMP on or before for any damages to any of the CAMP property. The Director or designated substitute must be in receipt of the final payment before the rental. Camp may deduct from the \$1,000.00 the cost of repairing or replacing any damaged property.

21. RENTER shall immediately report any accident, injury or illness to the Camp Director, or designated substitute, in residence. The Camp Director in residence is authorized by CAMP and by RENTER to enforce all of Camp's rules and regulations and empowered to order individuals off the Premises for any reason he/she feels warrants this action.

22. This Rental Agreement is not assignable. The RENTER shall not sublet the premises and facilities rented hereby in whole or in part. It is understood that for this rental former campers and their families and friends shall attend and that the RENTER will collect fees from all participants up to and including the days of the events.

23. RENTER covenants to operate all facets of program according to the provisions and standards of the state of Wisconsin for the type of encampment or program being conducted.

24. All special requirements and/or arrangements of RENTER must be made in writing prior to commencement of the Rental Term and are subject to approval and/or agreement of the CAMP.

25. In the event civil action is commenced to enforce any of the provisions of this Rental Agreement or to recover possession of the Premises, and a court of competent Jurisdiction conclusively determines, after all appeals, that RENTER has breached any of the provisions of this Rental Agreement, RENTER agrees to pay all attorney's fees as well as Camp's and costs in addition to any actual damages caused by the RENTER.

26. Waiver by CAMP of any breach of any term or condition of this Agreement shall not be a waiver of subsequent breaches of this Agreement. The acceptance of monies by CAMP after any default or breach hereof shall not be construed to waive any rights of CAMP or affect any notice or legal proceeding that may result there from.

27. Any term or condition of this Agreement that is judicially determined to be unenforceable or void shall not render unenforceable or void any other term or condition of this Agreement. Such unenforceable or void term or condition shall be severed from the remainder of the Agreement and all other terms and conditions shall nevertheless remain in full force and effect.

28. The terms and conditions set forth in this Rental Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

29. Any sales, use, real estate, tax or other assessment arising from this Agreement shall be the Renter's responsibility.

30. The agent of RENTER executing this Rental Agreement warrants that he/she has the authority to bind the RENTER to the terms hereof, as in accordance with Renter's organization's Constitution and/or Bylaws.

31. Should any payment be returned to us as uncollectible this agreement becomes null and void and all prior deposits will be held as liquidated damages. If RENTER replaces the uncollectible payment plus charges, with a certified check within 3 business days, this Agreement will be reinstated. In addition all future payments will be required to be by certified check only. In any case, the deposit paid on the first day of the encampment shall be in the form of a certified check or money order.

32 No part of this Agreement may be modified except by a written Agreement signed by both parties. The addendum attached is an integral part of this contract.

CAMP YOUNG JUDAEA – MIDWEST

By: _____

Camp Waupaca Reunion Group, NFP

By: _____

Addendum to Contract for Camp Waupaca Reunion Group, NFP

- 1) CAMP to provide Friday dinner, Saturday breakfast, Saturday lunch and Sunday breakfast only. CAMP dining room to be utilized. All meals to be served family style. A copy of the proposed menu will be sent to RENTER in advance. RENTER will have the opportunity to review the proposed menu of the CAMP. Any changes to menu proposed by RENTER will be subject to approval of CAMP.
- 2) CAMP to provide use of the following facilities: cabins, dining room, recreation hall, crafts lodge, infirmary/office building, archery range, gazebos, ropes course, tennis courts, basketball courts, volleyball courts, softball diamond, soccer fields, amphitheater, campfire circle, and lakefront facilities including ski boat(s) and other water craft as available. It is understood that RENTER wishes to have campfire programs in an area designated as the "Horseshoe area" and will supervise the fire at all times.
- 3) CAMP to provide Waterfront personnel i.e. lifeguards, for scheduled swim periods, ski boat operators, administrative and kitchen/cleaning personnel. Only persons who have passed a swim test given by CAMP may use the lake. Said tests shall be given periodically by CAMP staff as guests will be arriving periodically. Skiing is a priority and many of the participants will desire to ski. RENTER will provide a schedule of skiers to boat personnel in advance of every ski period.
- 4) Full supervision of arrangements and CAMP provided staffing will be the responsibility of CAMP management. It is understood that the RENTER will be providing most of the programming for the weekend thus keeping RENTER costs to a minimum.
- 5) All payments made to Camp Young Judaea – Midwest, Inc., before or after rental term, shall be made in the form of a company check, payable to Camp Young Judaea – Midwest, Inc. Payment will be divided into three portions. \$2,500 (two thousand five hundred dollars) deposit to be paid by May 1, 2006, an additional \$2,500 (two thousand dollars) portion to be paid by July 15th, 2006. Remainder to be paid by August 27th, 2006. The security deposit of \$1,000 (one thousand dollars) shall be in the form of a certified check or money order and payable before the reunion event commences.
- 6) If RENTER brings Recreational vehicles (mobile homes) on camp they shall be parked in accordance with CAMP policy. No hookups are provided by CAMP for said vehicles.
- 7) An advance team consisting of CAMP administrators shall arrive on Thursday night August 24, 2006 to prepare for programs and other RENTER reunion related issues. The staff shall stay in cabins or areas designated by CAMP and shall require no food service or other supervision. There shall be no additional charge for these early arrivals. The reunion shall formally start at noon on Friday August 25 and end on Sunday August 27 at noon. This will include a

maximum of 5 individuals.

The Rental Fee does not include:

- Phone company charges for telephone service/installation
- Damage to facility, as decided by Director, Camp Young Judaea Midwest

For RENTER- CAMP WAUPACA REUNIYN GROUP, NFP

By:

Signatures of Authorized Agent Camp Waupaca Reunion Group, NFP

Date

Paul Warshauer, Chairman, Michael Lurie, Treasurer [Warshauer: (630) 480-3345, Lurie: (763) 551-1962]

RENTER (Reunion Group) address: 4920 Kirkwood, Plymouth MN 55442

For CAMP YOUNG JUDAEA – MIDWEST, INC.

By:

Signature

Date

Print Name

Title