

**GUEST RENTAL AGREEMENT / CONTRACT (Fillable on screen when opened in Adobe Acrobat)**

**Ponderosa Bible Camp & Retreat Center**



This agreement made (today's date) \_\_\_\_\_

Between:

Name of Group/Organization: \_\_\_\_\_

Type of Group (youth, college, adults, etc): \_\_\_\_\_

Guest Leader First & Last Name:

\_\_\_\_\_

Guest Leader Mobile Phone: \_\_\_\_\_

Guest Leader Email Address: \_\_\_\_\_

Guest Organization Mailing Address:

\_\_\_\_\_

(hereinafter called the Guest) and **CBM Ministries of North Alabama, Inc. d/b/a Ponderosa Bible Camp and Retreat Center (hereinafter called "PBC")** concerning the short-term rental of the property located at **1018 County Road 734, Mentone, AL 35984.**

"Guest" represents the primary contact person for the rental and is responsible for communicating and enforcing all policies contained within this Agreement with all Guest group members.

**Check-In after 3:00pm CST; Check-out by 12:00pm CST**

The rental period begins at \_\_\_\_\_ CST on [arrival date] \_\_\_\_\_

and ends at [check-out time] \_\_\_\_\_ CST on [departure date] \_\_\_\_\_

Number of people in Group: \_\_\_\_\_

If applicable, Number of Day Visitors (not spending the night): \_\_\_\_\_

Select Meal Plan: [ ] Ponderosa Catering [ ] Self Catering with Kitchen Rental fee

# of Lifeguards and total hours needed: \_\_\_\_\_

Additional Activities: (see price list): \_\_\_\_\_

Glow Dodgeball [ ] Team Challenge Course [ ] Firewood [ ]

Deposit Required (due now) see rates below \$ \_\_\_\_\_

Estimated Total: *(total may increase later based on options added or fees incurred during the stay)*

\$ \_\_\_\_\_

Guest Leader, please complete this section to help us estimate your deposit and balance.

**Deposit and Payment Terms**

To confirm your reservation, a **deposit of 25% of the total or \$500 (whichever is greater) is due along with the signed agreement.** The reservation is not guaranteed until PBC receives both the deposit and the

signed agreement. If both actions are not completed **within 48 hours** of holding the reservation dates, PBC reserves the right to release the dates to others. **Group Reservations:** *One contact person must collect and remit all payments to PBC using one credit card or check.* Individual payments by attendees to PBC are not permitted. The balance is due on or before the check-out date shown above. Payments can be made online (via a payment link we provide) by mailing a check payable to PBC at 1018 County Road 734, Mentone, AL 35984, or by charging the credit card on file with your authorization.

## Cancellation Policy

- 120+ days before arrival: Full refund of monies paid.
- 60-120 days before arrival: No deposit refund, but monies paid will be applied to a future stay within the same calendar year. If rebooking within the same year is not possible, all monies will be forfeited unless the dates can be rebooked, in which case a refund will be granted.
- Less than 60 days before arrival: All monies paid will be forfeited and cannot be applied to a future stay. If the dates can be rebooked, a refund will be granted.
- 30 days or less before arrival: The full amount paid will be forfeited. If the dates can be rebooked by Ponderosa, a refund will be granted.

## Terms of the Agreement

PBC reserves the right to inspect the lodges or cabins without prior notice at any time to enforce the terms of this agreement. The guest waives all rights to process if they fail to vacate the premises upon termination of the rental period. Guests must vacate the premises no later than this agreement's expiration time and date. Should PBC management determine that any terms have been violated, the rental period will be terminated immediately, and the guest will be subject to charges outlined in this agreement.

### Property Maintenance and Use:

- Guests are responsible for maintaining the premises in good condition and using them lawfully.
- Guests will pay for any damages beyond normal wear and tear.
- Guests are responsible for disposing of waste properly by placing it in the dumpster beside the maintenance shop daily.
- Do not leave trash bags outside on porches or the grounds, as this can attract bears and other wildlife or pests.

### Pets and Animals:

- PBC does not allow pets due to allergy concerns. ADA-compliant service animals are permitted with prior notification.
- Unauthorized animals will result in immediate vacating of the property and a **\$250** deep cleaning fee.

### Occupancy and Conduct:

- No more than 130 persons may stay on the premises unless arranged in writing.
- Guests must behave civilly, respect neighbors, and **keep noise to a minimum after 11:00 pm.**

### **Kitchen and Supplies:**

- For guest groups who cook for themselves, Ponderosa Bible Camp provides basic kitchen utensils and supplies. Groups are responsible for bringing their own food items and kitchen staples. Please maintain a clean kitchen during your stay, and ensure all dishes, pots, pans, counters, equipment, and refrigerators are thoroughly cleaned before departure.

### **Safety and Security:**

- Firearms and off-road vehicles are not allowed without prior written permission.
- Fireworks and hazardous materials are prohibited.
- Guests must use the property legally and not access private areas.

### **Utilities, Wifi, and Maintenance:**

- PBC is located in a rural area. No guarantee can be made regarding internet service, WiFi, or cell phone signals. Outages occur and sometimes take several days to get restored. No refunds will be given due to outages.
- Guests should report outages or maintenance issues promptly. No refunds will be given for internet service, WiFi, cell phone signal outages, or equipment failures.
- Air conditioning should not be set below 70 degrees, and heating should not exceed 72 degrees.
- Guests must follow check-out procedures, including trash disposal and returning items to their original locations.

### **Smoking and Alcohol:**

- No smoking or vaping on the property. **A \$250 fee** applies for violations.
- No alcohol is permitted. **A \$250 fee** applies for violations.

## **Indemnification and Hold Harmless Agreement**

### **Guest Responsibilities and Liabilities:**

- The Guest, including all members of the Guest's group and any other individuals invited to the property by the Guest, hereby acknowledges, understands, and agrees that the Guest shall be solely responsible for any property damage, accidents, injuries to any person, or losses sustained by any individual, including but not limited to the loss of money, jewelry, and other items of personal property. These liabilities arise out of or in any way related to the Guest's use of the premises or the items of personal property provided by PBC (the "Owner") at the Guest's request.

**Inspection and Familiarization:**

- The Guest agrees to inspect and become familiar with the proper use and application of such items before utilizing them.

**Indemnification Clause:**

- The Guest hereby agrees to indemnify and hold harmless PBC, its employees, owners, officers, and/or homeowners from any and all claims, including those made by third parties, arising out of or in any way related to the Guest's use of the premises or the items of personal property provided therein.

**Hold Harmless Clause:**

- The Guest further agrees to hold PBC, its agents, employees, owners, officers, and/or homeowners harmless and to indemnify the same against any and all claims that may arise during and after the course of the rental period as a consequence of any acts or omissions by PBC and/or the cabin owner, its agents, employees, and officers.

**Assumption of Risk:**

- The Guest assumes all risks of injury or other losses relating to any recreational activities and agrees to hold the Owner and its agents harmless with respect to these risks.

**Insurance Disclaimer:**

- The Guest expressly recognizes that any insurance for property damage or loss that PBC may maintain on the property does not cover the Guest's personal property. If such coverage is desired, the guest is advised to purchase their own insurance for themselves and their group.

**Governing Law**

- This Agreement shall be construed under and governed by the laws of Alabama, without regard to any choice of law provisions. Any disputes concerning or arising out of this Agreement shall be resolved in the Circuit Court of DeKalb County, Alabama.

**Ponderosa Bible Camp & Retreat Center Agreement Confirmation:**

- By signing below, the Guest affirms that they have read and agree to abide by all of PBC's policies. The Guest also confirms that they will communicate these policies to all members of their group and that they accept responsibility for ensuring compliance. The Guest understands that a failure to comply with these policies may result in being asked

**Contingencies if Applicable**

This rental contract outlines the agreed-upon terms between the Guest and PBC, effective from [start date \_\_\_\_\_] to [end date \_\_\_\_\_]. Both parties acknowledge and agree to the following contingencies:

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These terms are binding and supersede any previous written or oral agreements between the parties. Each party acknowledges receipt of a signed copy of this contract.

## Agreement Acknowledgement

I/we have read and agree to abide by the above conditions, policies, and expectations. I/we will communicate these terms to all group members and ensure compliance. I/we understand that failure to comply may result in being asked to leave without a refund. This signed agreement is required to confirm the reservation.

**This document may be signed digitally or printed and signed manually. Once signed, please scan and return it by email.**

Today's Date: \_\_\_\_\_

Date of Check-In: \_\_\_\_\_ Date of Check-out: \_\_\_\_\_

Print Guest First and Last Name: \_\_\_\_\_

Guest Signature (this will serve as your legally binding signature):

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Authorized PBC Staff Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**\*\*\*This contract is valid and binding once signed by both parties.**



## PBCRC Guest Group Price List

**August through May:** Minimum stay of 2 nights with at least 25 people.

**June through July:** A minimum stay of 5 nights is required for 35-130 people. Catering is mandatory, and kitchen rental is unavailable during this period.



### Check-In after 3:00pm CST; Check-out by 12:00pm CST

- Lodging: \$27.50/person/day (2-5 nights minimum based on season)
- Day Guests not spending the night: \$20/day
- Catering by Ponderosa:
  - Groups of 35-50: \$10/person/meal
  - Groups of 51-75: \$9/person/meal
  - Groups of 76-130: \$8/person/meal
- Kitchen Rental: Self-Catering Option (not an option during June or July): Groups of 25 or more can choose to cook for themselves. The kitchen rental fee is \$6 per person, capped at \$300. (\$150 minimum).
- HDMI connection to (your device) and three wall-mounted TV Monitors: \$100

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**NOTE: The following activities must be requested/reserved at least 20 days before your arrival.**

### Swimming Pool/River: \$15 - \$30 per hour (Pool Available May 20 - September 8)

- **Lifeguard Rate:** \$15 per hour per lifeguard
- We adhere to state regulations for lifeguard-to-swimmer ratios:
  - 1 lifeguard is required for every 25 swimmers.
  - For 26-50 swimmers, 2 lifeguards are needed per water location.
  - For 51-75 swimmers, 3 lifeguards are needed per location, and so on.
  - **River Activities** can be reserved year-round with listed Lifeguard fees.
- Glow in the Dark Dodgeball: \$300 for 30 players + \$2/additional player
- Team Challenge Low Ropes Course: \$100/day plus \$20/hour per group of 12
- Campfire with chopped Firewood - Free - but must be requested 10 days prior.