

Terms and Conditions

Receipt by LAKEWOOD RETREAT of a signed Group Event Contract/Registration form is conclusive evidence of GROUP'S acknowledgement and consent to the terms, conditions, obligations, and requirements of performance set forth herein.

1. **ADDITIONAL DOCUMENTS:** The Price Schedule, Orientation Sheet and all other written rules and regulations provided to the Group are incorporated into this Agreement by reference as if fully set forth herein.
2. **DEPOSIT:** All deposits are non-refundable. The deposit may be transferred one time to a date that is not later than 120 days from the originally scheduled event date if written notice is received by LAKEWOOD RETREAT on or before the Lodging Final Change/Cancellation Date.
3. **FINAL CHANGE/CANCELLATION DATES:** The Final Change/Cancellation Dates set forth on page 1 of this contract are the final dates any changes or cancellations may be made regarding Lodging and Meals without incurring penalties. If the date is left blank, the Lodging Final Change/Cancellation Date shall be the date which is 90 days in advance of the scheduled Event or 150 days in advance of an Exclusive Use Event. The Meal Final Change/Cancellation Date shall be ten days prior to the Event. Changes incur penalties after these dates.
4. **CHANGE/CANCELLATION:** The Group may change/cancel this Contract with a written notice to LAKEWOOD RETREAT under the following stipulations.
 - a. Before the Lodging Final Change/Cancellation Date: There are no penalties for changes or rescheduling during this period. Cancellation forfeits the 10% deposit unless transferred to a new date that is within 120 days of the original event date.
 - b. After the Lodging Final Change/Cancellation Date: Reduction in lodging will incur a penalty equal to 20% of the difference between the previous estimate and revised estimate. Cancellation causes forfeiture of the entire 25% deposit. Meal counts and activities may be changed with no penalty.
 - c. After the Meal Final Change/Cancellation Date: Reduction in lodging incurs a penalty equal to 50% of the dropped lodging. Reduction in meals are limited to a 10% change with the remainder charged at full price. Cancellation causes forfeiture of the entire 25% deposit plus an additional 10% charge totaling 35% of the estimate. Final Payment for cancellation shall be paid within ten days after the date of the contracted Event.
 - d. During the Event: Missed activities will be charged to the group at the full rate for the activity unless cancelled with LAKEWOOD RETREAT staff at least one hour before the activity or because of inclement weather.
5. **PROJECTION CHANGES:** The Group is permitted to make changes to the Projected Number of attendees by written notice up to the Meals Final Change/Cancellation Date without penalty. It is the responsibility of the Group to ensure complete communication of all changes in the Projected Number of attendees. There are no penalties for adding attendees but it is necessary to assure lodging space and food is available to accommodate an increase. Event planners are encouraged to set projections conservatively and add attendees later if necessary rather than risk having to pay penalties.
6. **CHARGES:** Charges will be based on the reserved lodging and actual number of attendees within the stipulations described under section 4. CHANGE/CANCELLATION above.
7. **PAYMENT:** The Group agrees to pay LAKEWOOD RETREAT for the services and activities described on page 1 of this contract, together with all additional charges for Extra Services or sums due as a result of changes or cancellations, at the rates listed in the Price Schedule in effect at the time of the Event. The customer is responsible to make final payments in full before the last close of business by the end of the event and before leaving the premises. A 5% late fee will be applied to all unpaid balances after the event. (Please note that the office is closed on Sunday and cannot receive payments that day.)
8. **RULES AND REGULATIONS:** The Group agrees to comply, and cause all attendees to comply, with the terms of this Agreement, all camp policies, rules and regulations of LAKEWOOD RETREAT, including those set forth on signs and in Additional Documents as well as those given by LAKEWOOD RETREAT Staff. LAKEWOOD RETREAT reserves the right to terminate this Contract or cancel an Event before the Time of Departure for chronic or serious failure by the Group or its attendee(s) to comply with the Rules and Regulations of LAKEWOOD RETREAT.
9. **INSURANCE:** The Group must provide for its own general liability insurance and to provide LAKEWOOD RETREAT with proof that the general liability insurance is valid through the Time of Departure. If The Group's insurance information is invalid or not provided within 3 business days of the event date, The Group will be charged Lakewood's rate for Accident Insurance (page 1). The Group agrees to immediately notify LAKEWOOD RETREAT of any

changes or cancellations of said Insurance. LAKEWOOD RETREAT reserves the right to cancel or modify this Contract in the event of changes in Insurance.

- 10. **WAIVER OF LIABILITY:** The Group, acting for itself and as authorized agent of all attendees, represents that it has adequate insurance and accepts all risk of loss, injury or damages to the Group or any attendee. By its signature on page 3 of this contract, the Group, for itself and as authorized agent of each attendee, hereby waives all rights it may have against the Southern Mennonite Camp Association, Inc. d/b/a LAKEWOOD RETREAT, its officers, directors, employees or volunteers for any injuries, loss or damages resulting from attendance at the premises, participation in any activity at any Event, or utilization of any of the facilities of LAKEWOOD RETREAT.
- 11. **INDEMNIFICATION:** The Group, acting for itself and as authorized agent of all attendees, hereby agrees to indemnify and hold harmless LAKEWOOD RETREAT for any injuries or damages resulting from attendance at the premises, participation in any activity at any Event, or utilization of any of the facilities of LAKEWOOD RETREAT.
- 12. **LAW OF AGREEMENT:** A facsimile copy of any signature on this Agreement shall be as enforceable and binding as the original. All questions, issues or disputes arising out of or under this Agreement shall be governed only by the laws of the State of Florida and State jurisdiction is hereby agreed by the parties to be exclusively in Hernando County, Florida, and Federal jurisdiction is hereby agreed by the parties to be exclusively in the Middle District of Florida and all Federal litigation shall be filed and litigated exclusively in Tampa, Hillsborough County, Florida. **This Agreement cannot be modified orally. Any modification of this Agreement must be written and signed by the parties hereto.** This Agreement cannot be assigned or transferred by the Group without the written consent of LAKEWOOD RETREAT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, legatees, personal representatives and assigns.

As the Representative for this Group, I agree: (PLEASE INITIAL)

- To make payment in full before leaving the premises.** I understand that the final bill will be based upon the prices in effect at the time of the Event. Payment may be made by cash, check, or credit card.
- That balances remaining after departure will incur a 5% late fee.**
- That I have authority to make the representations and agreements** for the Group and each of the attendees at the Event as set forth in this Contract on pages 1, 2 and 3, including those related to evidence of insurance and release of liability of LAKEWOOD RETREAT by each such person.
- That I have the authority to accept responsibility** for the Group regarding proper use of recreational equipment and the facilities of LAKEWOOD RETREAT and that I accept responsibility for replacing or paying for any damages or loss caused by any attendee of the Group.
- That I have the authority to enforce all LAKEWOOD RETREAT policies** including: (1) No pets, (2) No alcoholic beverages or illegal substances, (3) No smoking in or within 20 feet of any building, (4) No foul language (5) No immodest clothing (especially bikinis).
- That I will provide adequate leadership for safety and effective control of the Group** including: (1) a trained and certified person with first aid supplies for health care, (2) available transportation to a medical facility in case of an emergency, and (3) adequate supervision in lodgings and recreational areas to insure safety and a high standard of morality.

THIS AGREEMENT IS NOT BINDING ON LAKEWOOD RETREAT UNTIL THIS AGREEMENT IS SIGNED AND THE NON-REFUNDABLE DEPOSIT IS PAID IN FULL.

ATTENTION: TERMS AND CONDITIONS of the Group Contract/Registration are located on pages 2 and 3.

****Do not sign until you read and understand pages 1-3 of this contract document.****

For the Group & Contact Person _____ Date----

For Lakewood Retreat _____ Date
By: its authorized agent

Please return completed contract to Lakewood for final approval. You may keep a copy for your records. Once approved, a copy will be sent to you and the original kept on file at Lakewood Retreat.