

**CAMP OAC**  
**(Okanagan Anglican Camp)**  
**GROUP RENTAL APPLICATION AND AGREEMENT**

Dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_

TO: **THE SYNOD OF THE DIOCESE OF KOOTENAY** (the “Owner”)

FROM: \_\_\_\_\_ (the “Renter”)

**Rental Details**

Arrival Date: \_\_\_\_\_, 20\_\_                      Departure Date: \_\_\_\_\_, 20\_\_

Renter’s Full Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone Number: \_\_\_\_\_                      Mobile Phone Number: \_\_\_\_\_

Email address: \_\_\_\_\_

Number of people over the age of 10 \_\_\_\_      Number of people under the age of 10 \_\_\_\_

**In consideration of the premises, covenants, warranties, representations, conditions and agreements herein contained, the Renter applies to rent from the Owner the Property (as herein defined), on the following terms and conditions:**

**1.      Rental of the Property**

- 1.1.      The Renter shall rent the Property for the rental period (the “**Rental Period**”) commencing on the Arrival Date and ending on the Departure Date, unless terminated in accordance with the provisions of this Agreement.
- 1.2.      The Renter shall check in no earlier than 5:00 p.m. on the Arrival Date and shall check out no later than 2:00 p.m. on the Departure Date. Neither the Renter nor any of the Renter’s Party shall be entitled to access the Property at any time outside of those times.
- 1.3.      The Property consists of the cabins, Kootenay Hall, Dick Birch, Kitchen and Dining Hall as described in **Schedule A**.

**2.      Renter’s Representations**

- 2.1. The Renter represents and warrants to the Owner that the they accept and assume the entire responsibility and liability for the safety of all members of the Renter's Party and for all actions and omissions of all members of the Party in occupying the Property pursuant to the terms of this Agreement.

3. **Confirmation of Acceptance and Security Deposit**

- 3.1. The rental rate (the "**Rental Rate**") for the Property is based on a per person, per night system as follows:
- a) Overnight: \$38.85 per person;
  - b) Day only (9am to 4pm): \$23.10 per person;
  - c) Children under 10 years old are free of charge.

There is an overnight minimum charge that is based on the season that the rental occurs in. The seasons are defined as off season, mid season and peak season.

Off Season	Mid Season	Peak Season
March 14th to May 29th, September 26th to October 17th	May 30th to June 26th, September 6th to September 25th	June 27th to September 5th
\$500 per night \$250 per day	\$750 per night \$500 per day	\$1,000 per night \$750 per day

\*Long weekend bookings must include 3 nights\*

- 3.2. Additional Options (Charged per stay):
- a) BBQ: \$115.00;
  - b) Watertoy: \$340.00;
  - c) Canoes/Kayaks/Paddleboards: \$150.00.
- 3.3. A security deposit (the "**Security Deposit**") for the Rental Period (defined below) in the amount of:
- a) \$1,000.00 for bookings with a total Rental Rate under \$5,000.00; or
  - b) \$1,500.00 for bookings with a total Rental Rate over \$5,000.00

will be payable by the Renter to the Owner within five (5) days following notice by the Owner to the Renter that this Agreement has been accepted. The Security Deposit may be made by credit card, echeck through the Owner's registration system or by cheque payable to the Owner, and delivered to the Owner at Suite 201, 380 Leathead Road, Kelowna, BC V1X 2H8. In the event the

Renter fails to pay the Deposit as required by this Agreement, the Owner may, at the Owner's option, terminate this Agreement by providing written notice

- 3.4. The Security Deposit shall be held by the Owner for the observance and due performance by the Renter of the terms and conditions of this Agreement. Provided that the Property and Facilities are clean and free of damage on the Departure Date, the Security Deposit shall be deducted from the final bill to the Renter. In the event the deductions to the Security Deposit due to cleaning or damage hereunder exceed the amount of the Security Deposit, the Renter shall remit forthwith the balance of the deductions by cheque payable to the Owner at the address set out in Section 1.1.
- 3.5. The balance of the Rental Rate (plus any additional costs) shall be payable on the Departure Date.
- 3.6. In the event of early departure by the Renter, the rental rate shall not abate or be pro-rated.
- 3.7. The Renter shall provide the Owner with a copy of the front and back of the Renter's driver's licence or the identification page of the Renter's passport at the time of signing of this Agreement.

#### 4. **Use of Property by Renter**

- 4.1. During the Rental Period, the Renter covenants to abide by, and ensure all members of the Renter's Party abide by, the following with regards to the use of the Property:
  - a) maintain the Property at all times in a good and tidy condition, and take all reasonable actions to prevent damage to the Property;
  - b) not make any alterations to the Property;
  - c) return the Property to a similar condition to which it was in prior to the Arrival Date and to remove all property and equipment belonging to the Renter and the Renter's Party on the Departure Date;
  - d) place all garbage and recycling in the appropriate area as designated by the camp staff;
  - e) not bring any weapons or firearms to the Property;
  - f) not vape or smoke cigarettes or cigars, except in accordance with section 5;  
not vape or smoke marijuana or consume any other narcotic;
  - g) not operate or use snowmobiles, ATV's or any other motorized vehicle on the Property;
  - h) not use, consume or sell any drugs or illicit substances;
  - i) not cause or create a nuisance in any way, including, but not limited to, refraining from playing loud music between the hours of 11:00 p.m. and 7:00 a.m.;
  - j) properly use and operate all equipment, machinery and appliances at the Property;

k) not move or rearrange any furniture between buildings located on the Property;and

l) comply with all applicable laws in connection with their use of the Property;

5. **Smoking**

5.1. Smoking is only permitted in the designated areas of the Property as stated in Schedule B and the Renter will dispose of any cigarette butts in a safe manner and ensure all members of the Renter's Party abide by the smoking requirements in this Agreement.

6. **Liability Insurance Require – Minimum \$2 Million**

6.1. Commercial Groups: A copy of group's "Certificate of Insurance" identifying "OAC Anglican Camp Assoc" and "The Diocese of Kootenay" as additional insureds;

6.2. Non-Commercial Groups: A copy of the Group's single event liability "Certificate of Insurance" identifying "OAC Anglican Camp Assoc" and "The Diocese of Kootenay" as additional insureds

This insurance needs to be received by the Owner a minimum of ten (10) business days in advance of the Arrival Date.

7. **Operation and Canoes, Kayaks, Paddleboards**

7.1. The Renter shall ensure that every operator of a canoe, kayak, paddleboard or other watercraft affiliated with the Property (collectively the "Boats") wears a life jacket sized according to the person's age and weight.

8. **Campfire**

8.1. The Property has two areas that can accommodate a campfire (see map). It is the Renter's responsibility to check if there is a fire ban during the Rental Period and comply with all restrictions.

9. **Maintenance by Owner**

9.1. In the event of failure of any piece of equipment, machinery or appliance at the Property during the Rental Period, the Owner [or the Owner's designate] may be contacted at 778-478-8312.

9.2. Notwithstanding the foregoing, the Owner does not guarantee the operation of any piece of equipment, machinery or appliance serving the Property, and there shall be no discount to or refund of any portion of the Rental Rate for failure, during the Rental Period, of any piece of equipment, machinery or appliance serving the Property.

10. **Access by Owner**

- 10.1. The Owner shall be entitled to access the Property upon reasonable notice during the Rental Period for the purposes of supplying services, effecting maintenance or repairs and performing inspections.

#### **11. Clean Up, Damage and Replacements**

- 11.1. The Renter shall be responsible for cleaning up and returning the Property to the condition in which it was originally provided at the Departure Date.
- 11.2. The Renter shall report any damage to the Property upon arrival or occurrence. The Renter shall be responsible for any damage to or loss from the Property which occurs during the Rental Period.
- 11.3. The Owner shall inspect the Property on the Departure Date prior to the Renter's departure and advise the Renter of any damage or replacements in respect of which the Renter is required to reimburse the Owner. Such items will be charged according to repair or replacement value at the time of such repair or replacement, as determined by the Owner. All such charges shall be deducted from the Security Deposit.

#### **12. Waste**

- 12.1. The Renter and the Renter's guests shall place all garbage and recycling in the designated containers and ensure that no garbage or recycling is left in the buildings located on Property on the Departure Date. The Property is frequently visited by wildlife throughout the year. Please ensure you help to limit the visitation of wildlife by keeping all garbage to a minimum and cleaning up after yourselves.

#### **13. Pets**

- 13.1. The Rental shall allow dogs on the Property, however they must be kept under control on a leash and cleaned up after. Please ensure that they are not making unnecessary noise.

#### **14. Assignment and Subletting.**

- 14.1. The Renter shall not assign or transfer this Agreement.

#### **15. Indemnity, Waiver and Release.**

- 15.1. The Renter unconditionally and irrevocably waives, releases and discharges the Owner and the Owner's heirs, successors, assigns, affiliates, and other representatives (individually and collectively known as the "**Released Parties**") from any and all liability, actions, claims or demands, which the Renter, the guests of the Renter, or the Renter's heirs or successors may now or at any time hereafter have against the Released Parties, whether for any loss, damage or injury to the Renter, any of the guests, or any property of the Renter or the guests, or otherwise as a consequence of, or arising out of, or in connection with this Agreement even if the loss, damage or injury may have been contributed to or occasioned by any act or failure to act (including, without limitation, negligence) of the Released Parties.

- 15.2. The Renter shall protect, reimburse, hold harmless, defend and indemnify each of the Released Parties from and against any and all claims, actions, causes of action, proceedings, suits, costs, liabilities, damages and expenses, whether known or unknown (including without limitation legal costs and solicitor's fees on a solicitor-client basis) of every nature arising out of, or in connection with, or relating to the Renter or any guests use of the Property or Facilities, attendance at the Property or Facilities or their failure to comply with or non-performance of any of their obligations contained in this Agreement.

16. **Cancellation Policy**

- 16.1. In the event the Property is materially damaged prior to the Rental Period, this Agreement shall be null and void and all payments received by the Owner hereunder shall be returned to the Renter.
- 16.2. In the event the Renter advises the Owner that he or she wishes to cancel this Agreement the Security Deposit will be forfeited and the renter may be restricted from renting the camp in the future.
- 16.3. In the event the Renter advises the Owner that he or she wishes to cancel this Agreement within 60 days of arrival, the Owner can enforce that the Renter pays the full value of the rental contract.

17. **Termination by Owner**

- 17.1. The Owner shall be entitled to terminate this Agreement if the Renter, or any of the Renter's guests, are in violation of any of the terms of this Agreement or, in the sole opinion of the Owner, if the Renter or any of the Renter's guests' use of the Property is detrimental to the Property or creates a nuisance in any way.

18. **Force Majeure**

- 18.1. The Owner shall not be liable for failure to perform any of its obligations under this Agreement if such failure is due to an act of God, fire or explosion, strike, lock-out, conditions of war, act of military authority, rebellion, terrorism or civil disobedience or other impediment or disaster beyond the Owner's control, acting reasonably ("**Force Majeure Event**"). If the Owner determines that it cannot perform its obligations under this Agreement because of a Force Majeure Event, the Owner may terminate this Agreement by providing the Renter written notice. If the Agreement is terminated because of a Force Majeure Event, the Owner shall provide the Renter with a refund of the Security Deposit and any other balance owing under this Agreement less an administration fee of \$250.00 within thirty (30) days of the Owner determining, in its sole discretion, that this Agreement will be terminated because of a Force Majeure Event.

19. **Jurisdiction**

- 19.1. This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia and each of the parties hereto irrevocably attorns to the jurisdictions of the

courts of the Province of British Columbia with respect to all matters arising out of this Agreement.

**20. Enurement**

- 20.1. This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

**21. Invalidity**

- 21.1. If any covenant or other provision of this Agreement is invalid, illegal or incapable of being enforced by reason of any rule of law or public policy, such covenant or other provision shall be severed and all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependant upon any other covenant or provision unless so expressed in this Agreement.

**22. Notice**

- 22.1. All notices required or permitted hereunder will be in writing and will be deemed to be delivered, faxed or electronically transmitted or within the three (3) days next after being deposited in the Canada Post mail, postage prepaid, certified or registered mail, or email, addressed to the parties at their respective addresses stated on the first page of this Agreement or any other address provided.

**23. Entire Agreement**

- 23.1. Each party acknowledges that it has read and understands this Agreement and agrees to be bound by its terms. The parties further agree that this Agreement is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties.

**24. Counterparts/Electronic Execution**

- 24.1. This Agreement and any certificate or other writing delivered in connection with this Agreement may be executed in any number of counterparts and any party to this Agreement may execute any counterpart, each of which when executed and delivered will be deemed to be an original and all of which counterparts of this Agreement or such other writing, as the case may be, taken together will be deemed to be one and the same instrument. The execution of this Agreement or any other writing by any party will not become effective until all counterparts, as the case may be, have been executed by all the parties to this Agreement. A copy of this Agreement delivered by facsimile or other electronic means and bearing a copy of the signature of a party to this Agreement shall for all purposes be treated and accepted as an original copy thereof.

IN WITNESS WHEREOF the Renter has duly executed this Agreement.

\_\_\_\_\_  
Print name: \_\_\_\_\_

\_\_\_\_\_  
Print name: \_\_\_\_\_

The undersigned hereby accepts the above Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**THE SYNOD OF THE DIOCESE OF KOOTENAY**, by its  
Authorized signatory/agent:

\_\_\_\_\_  
Print name: \_\_\_\_\_



## **Schedule A**

### **Welcome to Camp OAC!**

Thank you very much for choosing Camp OAC for your group rental, we hope you have an enjoyable stay and we look forward to seeing you again in the future. Camp OAC can be rented to accommodate a variety of events such as family reunions, private camp rentals or large gatherings. The camp can host wedding receptions however we can only accommodate Anglican wedding ceremonies with specific regulations and standards, contact the director for further information.

When you rent Camp OAC, you get access to the following areas of the camp including all 8 cabins, dick birch, kootenay hall, the near and far washrooms, the shower house, the waterfront/beach area, the field, forest, dining hall, kitchen and the windsong. Areas that are out of bounds include the residence, bishop's lodge and the area to the south of the dining hall and the residence. Please ensure that roadways are always kept clear and free of hazards.

### **Facilities**

#### **Dining Hall:**

You will have access to our dining hall which seats 110 and our commercial kitchen. The kitchen has a large walk in cooler, a stand up freezer, plenty of pantry space, a commercial grade stove and oven combination. All utensils, trays and cooking equipment is available for use but no consumables are included. A coffee maker and kettle are also available for use as well. All flatware is also included which includes cutlery, plates, bowls etc. There is a commercial dishwasher that is also available for your use. Tables and benches are located in the dining hall and can be set up in a variety of configurations. Please ensure that you put the benches and tables back in the corner of the dining hall before checking out.

We have a commercial grade BBQ with 12 burners that is available to rent. It is expected that the BBQ will be cleaned after use.

#### **Cabins:**

The cabins sleep 84 in bunks beds with 16 single beds available, giving a total capacity of 100 in the cabins. There is space for additional tenting and RV parking if required. Please note that all single beds have a mattress on them and we have approximately 30 mattresses on the bunk beds. To avoid disappointment, ensure you bring something to sleep on. The cabins are all within close proximity to the washrooms and shower facilities. They have electricity in each, however they aren't heated. Please ensure that beds and mattresses are not moved between cabins.

The cabins have the following capacity available:

- Cabin 1 – 8 in bunk beds + 2 single beds
- Cabin 2 – 8 in bunk beds + 2 single beds
- Cabin 3 – 8 in bunk beds + 2 single beds
- Cabin 4 – 12 in bunk beds + 2 single beds
- Cabin 4.5 – 12 in bunk beds + 2 single beds
- Cabin 5 – 12 in bunk beds + 2 single beds
- Cabin 6 – 12 in bunk beds + 2 single beds
- Cabin 7 – 12 in bunk beds + 2 single beds

**Dick Birch:**

Dick Birch has 7 private bedrooms, a kitchen area with dining space, lounge with comfortable seating and 3 private bathrooms. Each bedroom has 2 single beds. Two of the bathrooms have an attached shower with the third bathroom just having a toilet and sink. The rooms in Dick Birch are all heated and have ample electricity available. This building is located in close proximity to the dining hall.

**Kootenay Hall:**

Kootenay Hall is the central building of the camp. It includes a large flexible space that can be used for meetings, dining, or lounging. The flexible space contains a kitchen, multiple couches and tables that can be adjusted to meet the needs of your group. Please ensure that everything is put back to its standard configuration to ensure that it is ready for the next guests. There is a private bedroom featuring a queen bed and an ensuite bathroom. There are also two private rooms with a single bed in each that have a large bathroom in close proximity. Please note that this area also contains our first aid station featuring an Epi-pen and an AED, as well as basic first aid supplies. Please use this equipment if required, however there will be a replacement charge levied. It is expected that you will contact the Camp Director if any of this equipment is used to ensure that we can have it replaced if necessary. Basic first aid supplies are only to be used in an emergency as it is expected that each group will bring their own supplies.

**Washrooms:**

Two washroom buildings are located onsite. One of them (near washrooms) is located in the middle of the camp, in close proximity to the Windsong Center, and shower building. These bathrooms feature a separate male side with two stalls and a female side with three stalls. The other washroom building (far washrooms) is located next to cabin 5 and 6 with separate male and female sides with three stalls on each side.

**Shower Facilities:**

There is a main shower building located centrally in the camp, adjacent to the near washroom building. It features a male and female side with four private shower stalls on each side.

**Waterfront/Sports Hut**

Use of the waterfront is at your own risk and there is no lifeguard on duty. There is a private swim area that is segregated by a lane rope. The dock features two ladders and is a great place to jump/dive off, however please use caution as the water level can be low towards the end of the summer. We have approximately 20 kayaks, 20 canoes and 5 paddle boards that are available for rent. The canoes are located along the beach while the kayaks and paddleboards are stored underneath the Windsong Center. The lifejackets are stored inside the sports hut. Please note that all other waterfront/sports equipment is not included in the rental such as inflatables, balls and other sporting equipment. Unauthorized or abuse of equipment will result in the damage deposit being forfeited.

We do have a water toy in the swim area that will be available for rent at a cost of \$300 per stay. This toy features a large trampoline and a jungle gym with a platform between them. The trampoline and jungle gym can accommodate a maximum of 4 people on each piece at any time with a maximum of 8 people on the water toy. Lifejackets must be worn when on the toy to ensure safety. Failure to follow these rules or damage to the water toy will result in the damages being charged to the group and could



lead to a ban from future OAC rentals. If you have any problems with any of the equipment, please contact the property manager or camp director immediately to ensure that we can correct the problem.

**Adventure Course/Sports Field/Archery Range:**

There is an adventure course located in the forest above the chapel area. This course is out of bounds and we do ask for your cooperation in ensuring that your group doesn't use this area. The archery range can be used however equipment is not included. If you plan on using this area, please ensure that you follow all signs/rules that are posted in the area. The sports field is a great area for playing sports or doing a variety of activities. It features a large grassed area with a set of goal posts on either end.

**Windsong Center (Gazebo area):**

We have a covered open-air sitting space that is great for eating, hanging out, getting out of the weather, storage and teaching space. It can accommodate up to 100 people depending on the configuration and it features great views of the swim area.

**Telephone and Internet:**

The camp has cell phone coverage for all major cell carriers. Wifi is also available in the main camp buildings with the code listed on the router in Kootenay Hall. Please note, we try to ensure that the Wifi is readily available and has a strong connection however it cannot be guaranteed.

**Pets/Wildlife:**

Dogs are allowed on the property however they must be kept under control on a leash and cleaned up after. Please ensure that they are not making unnecessary noise. The property is frequently visited by wildlife throughout the year. Please ensure you help to limit the visitation of wildlife by keeping all garbage to a minimum and cleaning up after yourselves.

**Firearms:**

The use of firearms is prohibited on the property.

**Alcohol and Smoking:**

Camp OAC is surrounded by forest with a high fire danger. Please ensure that smoking is done in a safe manner and that butts are disposed of properly. Alcohol is allowed to be consumed on the camp property, please check with the local authorities on obtaining any necessary permits. Smoking is only to be permitted in the area located to the south of the dining hall. A pail will be provided in this space for the cigarette butts and we ask for your cooperation as these contain plastic and chemicals that are poisonous to children, wildlife and water. Illegal drugs are prohibited on the camp property.

As Camp OAC is a camp for youth, we do ask for your cooperation in ensuring that any evidence of alcohol or drugs is removed from the property.

**Campfire:**

The camp has two areas that can accommodate a campfire for your group. One of them is located just below Kootenay Hall and features limited seating around the fire pit. A larger campfire pit is located down the beach past the canoes and features built in benches that can accommodate much larger groups. Wood that has been pre-cut is located near the entrance to the camp property and is available for purchase. . Please check with local authorities to ensure there isn't a fire ban during your stay.

**Quiet Hours:**

Exist from 11:00 pm to 7:00am. Please keep all noise to a minimum at this time to prevent upsetting the neighbours of OAC.

**Snowmobiles and ATV's:**

For noise and safety reasons the use of snowmobiles and ATV's is prohibited on the property.

**Camp Maintenance and Cleaning:**

To keep the costs down, we ask that groups help in cleaning the facilities. This means keeping your own washrooms clean and picking up after yourself. In addition we require that the camp be left clean and tidy upon your departure in the same condition that it was found upon arrival. Detailed instructions of what is required is attached to this agreement. Failure to leave the camp in a clean manner will result in your deposit being forfeited and the potential for a ban from future rentals.

**Health and First Aid:**

Camp OAC does not have a nurse on staff. It is to your benefit to appoint a qualified person to administer first aid during your stay. The camp has a basic first aid kit; we strongly recommend that each group bring a fully stocked first aid kit with any supplies that the group might require.

Hospitals and medical services can be found in Kelowna (19 km.)  
Kelowna General Hospital (250) 862-4000

**Location:**

Camp OAC Address is – 2411 Westside Place, Kelowna, BC, V1Z 3T5

**Traveling from Kelowna:**

Follow Okanagan Hwy 97 S to Westside Road.

Take the exit to your right onto Westside Road

At approximately 17 km turn right onto Westside Place following to the end of the road.

**Traveling from Vernon via Hwy 97S**

Follow Okanagan Hwy 97 S to Kelowna, crossing Okanagan Lake to Westside Road.

Take the exit to your right onto Westside Road.

At approximately 17 km turn right onto Westside Place following to the end of the road.

**Traveling from Vernon via Westside Rd:**

Follow the Okanagan Hwy 97 N.

Turn left onto Westside Rd (signs for Westshore/Fintry/Killiney Beach)

Follow Westside Road for approximately 50 km. Sharp left onto Westside Place following to the end of the road.

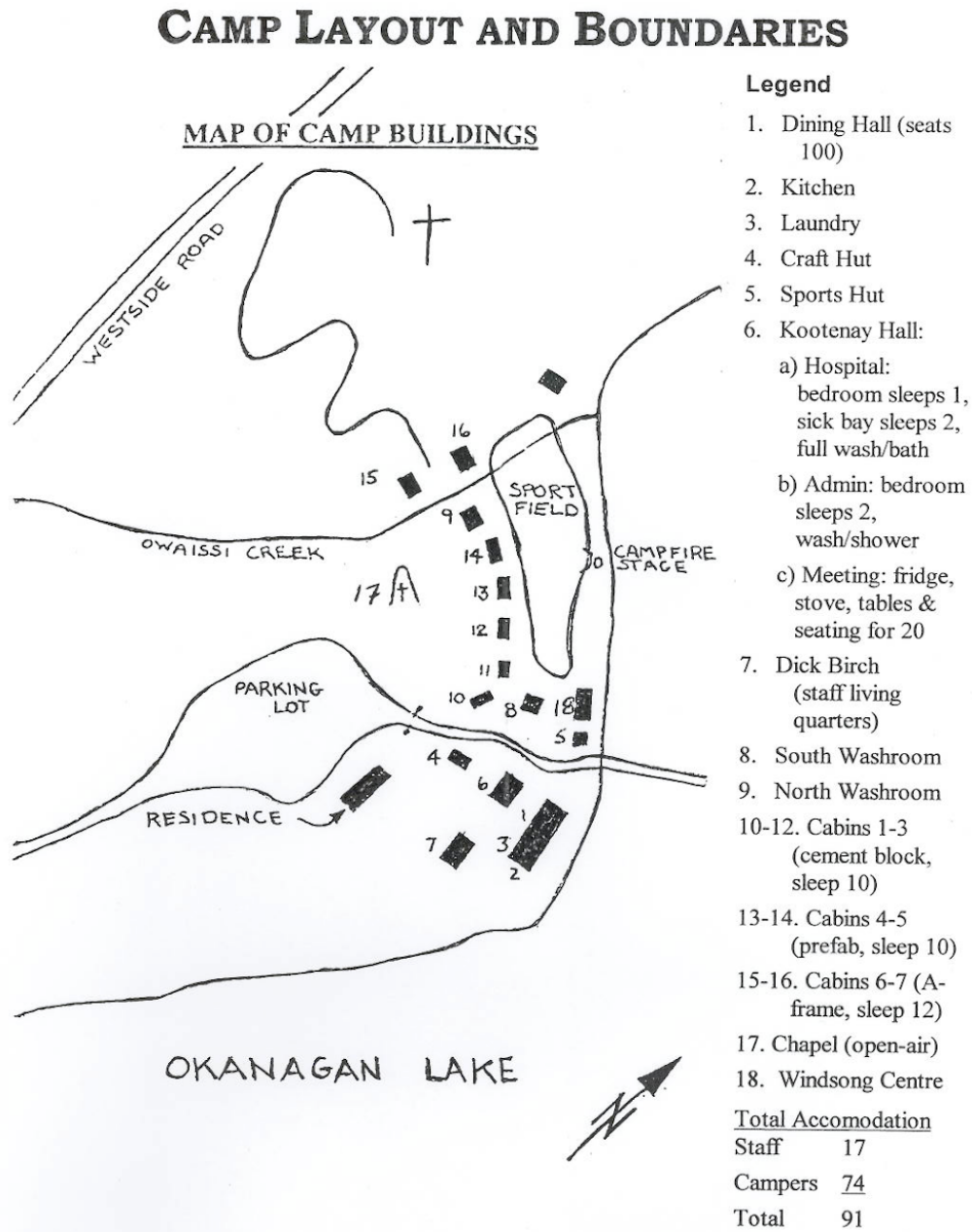
**Booking Window:**

The booking window opens on January 1<sup>st</sup> at 12pm for the following year. Bookings must be made via email and will be dealt with in the order that they are received. For example,

January 1<sup>st</sup> 2022, bookings open for all of 2023

January 1<sup>st</sup> 2023, bookings open for all of 2024

Map:



### **Cleaning Expectations:**

To ensure that everyone can afford to rent Camp OAC, we ask for your assistance with ensuring the camp is maintained to the highest possible standard. This will ensure that we can keep our costs as low as possible and provide the camp with the opportunity to reinvest in maintaining and upgrading the facilities.

We ask that you leave the camp in the same condition that it is in upon your arrival, this includes:

General Camp including all buildings, trails, waterfront, campfire, Windsong:

- Removal of all garbage and recycling to the bins located on the property
- Removal of all personal items that were brought to the camp

Bathrooms:

- Sweep and mop the floors
- Wipe down all the surfaces

Kitchen & Dining Hall:

- Wipe down all surfaces including tables, counter tops, cupboards and dish area
- Sweep and mop all floors
- Cleaning of the grill top and BBQ (If used)

Dick Birch & Kootenay Hall:

- Sweep and mop all floors
- Ensure that all furniture including beds, tables and chairs are in the position they were in upon your arrival

Cabins (All):

- Sweep all the floors
- Ensure that all mattresses and beds are located in the same position as they were upon arrival

**Failure to leave the camp in a clean condition will result in forfeit of damage deposit as well as a potential ban on future rentals.**