

# HOKO RIVER MOUTH RETREAT, LLC

Camp & Retreat Center Rental Agreement

dcroes444@gmail.com

## Hoko River Mouth Retreat Location

Eagle Point Rd  
Sekiu, WA 98381

## Hoko River Mailing Address:

1219 Irving Street NW  
Tumwater, WA 98512-6361  
Telephone: 360-789-9687

**PLEASE REMIT SIGNED AGREEMENT ON ARRIVAL AT THE HOKO RIVER MOUTH RETREAT, LLC**

**Or send signed to HRMR, 1219 Irving Street SW, Tumwater, WA. 98512 or e-mail to [dcroes444@gmail.com](mailto:dcroes444@gmail.com) before arrival.**

**Camp Facilitator, Tex Dean and Dale Croes**

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

Group Leader/Contact: \_\_\_\_\_

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

City: \_\_\_\_\_ State/Province: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ e-mail: \_\_\_\_\_

Group Type:

Youth group/Students/College faculty & staff/Church members/Other HRMR

Number of People \_\_\_\_\_ Arrival Date & Time: \_\_\_\_\_ ~noon

Departure Date & Time: \_\_\_\_\_ ~noon

Meals Needed from Hoko River Mouth Retreat: none

### **The above named group agrees to the following terms and conditions:**

1. A nonrefundable deposit of \$ 0 and a \$ 0 refundable cleaning/damage deposit must be received one month prior to arrival date.
2. Abide by all camp rules and regulations.
3. Conduct all activities at camp in accordance with the mission and purpose of Hoko River Mouth Retreat, LLC.
4. Notify the camp of any behavior which is dangerous or outside of the mission of Hoko River Mouth Retreat, LLC.
5. Allow no use of firearms on the camp premises.
6. Keep all buildings and facilities clean and orderly—leave refrigerator empty and cleaned when done.
7. Prevent destruction and disruption of trees, plants, and all natural growth on camp property.
8. **Do not take boats or canoes out the mouth of the river into the ocean—the currents are very dangerous. Keep boats and canoes tied up on beach or tide will take them and you don't want to replace them....**

9. **PLEASE NOTE: Dispose and REMOVE all trash and recycle from the HRMR property—we have no garbage service. We have bins to recycle, and do take it with you as well. Lots of extra garbage bags provided to double bag for removal in kitchen canopy, thanks.**
10. You can move chairs, loungers, picnic tables around, **but please move back and leave campground and equipment clean and as you found it.**
11. Assume responsibility for damage or injury to the group's participants, the property, and structures arising from the group's use of the facilities or activities organized by the above named group.
12. **TO INDEMNIFY, DEFEND, HOLD HARMLESS, RELEASE, AND FOREVER DISCHARGE** Hoko River Mouth Retreat, LLC, its employees, components, sponsors, agents, officers, and affiliates, of and from any and all liability to the group, the groups assigns, heirs and next of kin, from any and all claims, demands, controversies, actions or causes of action, belonging the above named group now or in the future for any damage to or loss of group's property, and any injury to groups participants including death or any one or more of the foregoing, arising directly or indirectly out of the group's use of the camp facilities, including any damage, loss or injury caused by any act or omission on the part of Hoko River Mouth Retreat, LLC, including any negligent conduct of Hoko River Mouth Retreat, LLC but excluding any gross negligence or willful misconduct of Hoko River Mouth Retreat, LLC. The above release includes the release of Hoko River Mouth Retreat, LLC from the consequences of Hoko River Mouth Retreat, LLC's own negligence. The only circumstance under which the release of Hoko River Mouth Retreat, LLC does not apply is with respect to any occurrence resulting from the gross negligence or willful misconduct of Hoko River Mouth Retreat, LLC.
13. There are no warranties, expressed or implied, by Hoko River Mouth Retreat, LLC to renter, except as contained herein, and Hoko River Mouth Retreat, LLC shall not be liable for any loss or injury to me, other registered guests to my site, or visitors invited by myself or other registered guests to the rental site.
14. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
15. If at any time during the term of this Agreement any dispute, difference or disagreement shall arise upon or in respect of the Agreement, and the meaning and construction hereof, every such dispute, difference and disagreement shall be referred to a single arbiter agreed upon by the parties, or if no single arbiter can be agreed upon, an arbiter or arbiters shall be selected in accordance with the rules of the American Arbitration Association and such dispute, difference or disagreement shall be settled by arbitration in accordance with the then prevailing commercial rules of the American Arbitration Association, and judgment upon the award rendered by the arbiter may be entered in any court having jurisdiction thereof.
16. In the event an arbitration, suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the substantially prevailing party shall be entitled to reasonable attorneys' fees to be fixed by the arbitrator, trial court and/or appellate court.
17. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

**The Above Named Group Understands and Confirms:**

1. Insurance will not be provided by Hoko River Mouth Retreat, LLC.
2. Hoko River Mouth Retreat, LLC reserves the right to request any group member or group to leave at anytime without a return of deposit or payment.

3. Student groups must be accompanied by a sponsor. Name of sponsor:  n/a
4. All payment is due at the time of arrival in accordance with the rates as shown below.

**Camp Rates (Please circle one)**

**Option 1**—All Inclusive: Camp personnel will organize meals for each member of the group. This rate includes use of all facilities, accommodations for each member of the group and food for daily meals. \$\_\_\_\_\_ (\$50 per person per day if not filled in - children two and under are free).

**Option 2**—Partial Rates: The group will be responsible for some or all meals. Groups will notify camp to what meals need to be prepared by camp personnel.

Lodging: \$\_\_\_\_\_ (\$25 per person per day camping; Breakfast: \$8 per person - if not filled in).

Lunch: \$\_\_\_\_\_ (\$10 per person if not filled in).

Dinner: \$\_\_\_\_\_ (\$12 per person; Children 5 years and younger are free; Children 6-10 years of age are half-price - if not filled in).

**Option 3** – Rented through HRMR; Bring and prepare your own meals and camp in own tents and clean up all equipment as found and remove garbage/recycle in plastic bags provided.

By signing below, I have read, understand, and agree to all statements above, and agree to comply fully with these terms and conditions.

**PLEASE REMIT AGREEMENT ON ARRIVAL AT HOKO RIVER MOUTH RETREAT  
ATTN: Dale Croes, Facilities Manager**

\_\_\_\_\_  
Group Contact

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved (Camp Official)

\_\_\_\_\_  
Date

**Agreement of All Individual Group/Organization Members**

I, as a member of the Group/Organization \_\_\_\_\_ and a renter of this campsite, understand and agree that I am responsible for my actions (and those of others registered and invited to my site) and agree to follow all laws, rules, regulations, and policies of the State of Washington, and Hoko River Mouth Retreat, LLC, while utilizing the above specified rental campsite.

I understand and agree that I am responsible for the actions of and safety and welfare of any person(s) persons, associated with this rental site. Any persons or group of persons may be

evicted by the Management for failure to conform to policies, regulations, or laws associated with this facility. Refunds will not be processed for users in these instances.

I (including any family members, heirs, Estate, or assigns) understand and agree that I am responsible for any and all injuries and/or property damage during the time of this rental or any violations of the rules and stipulations in this Agreement, and further **AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS** Hoko River Mouth Retreat, LLC, the owner, and any of Hoko River Mouth Retreat, LLC's employees, components, sponsors, agents, officers, and affiliates from and against, any and all liability and/or claims whatsoever, for personal injury, bodily injury, death, and/or property damage or property loss, resulting from the use of this rental site, any actions or conduct of myself and/or other users of this rental site, and/or any violations of this Agreement or rules contained herein. I understand that Hoko River Mouth Retreat, LLC assumes no responsibility for personal injury, property damage, fines, or legal obligations which may be incurred during the use of the rental campsite.

This agreement constitutes the entire agreement between me and Hoko River Mouth Retreat, LLC and no term may be waived or modified, except in writing signed by both parties. There are no warranties, expressed or implied, by owner to renter, except as contained herein, and owner shall not be liable for any loss or injury to me, other registered guests to my site, or visitors invited by myself or other registered guests to the rental site.

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

If at any time during the term of this Agreement any dispute, difference or disagreement shall arise upon or in respect of the Agreement, and the meaning and construction hereof, every such dispute, difference and disagreement shall be referred to a single arbiter agreed upon by the parties, or if no single arbiter can be agreed upon, an arbiter or arbiters shall be selected in accordance with the rules of the American Arbitration Association and such dispute, difference or disagreement shall be settled by arbitration in accordance with the then prevailing commercial rules of the American Arbitration Association, and judgment upon the award rendered by the arbiter may be entered in any court having jurisdiction thereof.

In the event an arbitration, suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the substantially prevailing party shall be entitled to reasonable attorneys' fees to be fixed by the arbitrator, trial court and/or appellate court.

This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

Owner and/or employees shall mean of the Hoko River Mouth Retreat, LLC.

Hoko River Mouth Retreat, LLC reserves the right to deny future reservations of those whose actions in former years did not conform to regulations.

By signing below, I have read, understand, and agree to all statements above, and agree to comply fully with these terms and conditions.

NAME and Date

Print: \_\_\_\_\_ Sign: \_\_\_\_\_

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

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