



SHAVERS FORK HOLDINGS LLC

SHAVERS FORK CAMPGROUND PAVILION AND/OR POOL RENTAL AGREEMENT

This lease agreement is entered into this ____ day of _____, 20____, between SHAVERS FORK HOLDINGS LLC (“SFC”) and the undersigned lessee (“Lessee”).

SFC hereby leases to the Lessee, and the Lessee hereby leases from SFC, the improvements known as:

____ the Shavers Fork Campground Pavilion (“Pavilion”), AND/OR
____ the Shavers Fork Recreational Water Facility (“Pool”),

on the following terms and conditions:

Rental Period for _____, 20____, from the hours of:

- (____) 8 am – 12 noon
- (____) 1 pm – 5 pm
- (____) 6 pm – 10 pm

Rent: The rental payment due for this lease is \$50 per 4 hours or \$125 for all day, for a total due of \$_____.

Use: The Pavilion and/or Pool shall be used for _____ guests and for the purpose of _____.

The Lessee hereby agrees to abide by the following rules:

- The Lessee agrees to maintain the premises rented and surrounding areas and return the same to SFC in as good condition as it is now, including cleaning picnic tables and floors and placing all garbage in trash containers. Otherwise an additional cleaning fee will be charged.
- All federal and state laws are to be observed.
- Requests will not be granted to groups that have exhibited unacceptable conduct during previous rentals.
- The Lessee shall pay the rental fee in advance at the time the reservation is requested to hold the event date.
- SFC and its agents or employees are not responsible for lost or stolen property.
- Use of charcoal grills, propane grills and open flames (i.e. candles) inside the Pavilion or on the Pool patio is prohibited. Grills are permitted to be used outside the Pavilion at a safe distance away from the Pavilion and pool house.

- Youth groups, or rentals on behalf of youths, must have a minimum ratio of 1 to 12, adults to youth.
- The rented surrounding area must be vacated no later than 10 PM or as otherwise stated.
- Parking is allowed in designated areas only. Driving or parking on the grass is NOT permitted.
- Notice of cancellation must be given to SFC at least thirty (30) days prior to the scheduled date of activity or the rental payments made will be forfeited.
- The rental agreement must be signed by a legally responsible party, who must be at least twenty-one (21) years of age.
- The Lessee is responsible for all guests, caterers, vendors and service providers associated with the event and shall abide by the rules set by the SFC. Any damage to the area rented or used is the responsibility of the Lessee and may result in denied use of the facility in the future, as well as additional charges.
- All set up and take down will be the responsibility of the Lessee.
- The collection of all trash generated by the event is the responsibility of the Lessee. Some waste receptacles will be provided by SFC, **but all garbage is to be taken by the Lessee in bags to the dumpster at the conclusion of the event.**
- Additional charges for damages and/or improper clean up will be the responsibility of the Lessee. **All clean-up must be completed within 1 hour of event ending.**
- Tobacco products are prohibited in the rented areas and surrounding grounds.
- The use of sound amplifying equipment will be monitored by SFC to ensure noise levels are comfortable for all other park users.
- SFC shall have the right to enforce the rental rules, which includes cancellation of rental, at any time during the rental period for violation of ANY of the rules.

If the Pool is to be part of the leased premises, the following additional rules and conditions apply:

- Lessee will obtain a signed SFC SWIMMING POOL RULES AND WAIVER form from each and every guest of Lessee using the Pool, and will require each user to place a wristband provided by SFC on each user's wrist before entering the Pool area.
- Lessee will use the swimming pools at Lessee's own risk. There is NO life guard on duty provided by SFC. SFC and its managers and agents will not be held responsible for the injuries sustained by Lessee and/or Lessee's occupants or guests when using the swimming pools, and the Lessee will indemnify SFC for any actions resulting from injuries to Lessee and/or Lessee's occupants or guests.
- Lessee is responsible for the general maintenance of the swimming pool and this includes, but is not limited to, keeping the swimming pool clean of debris and keeping the pool and patio clean, neat and organized.
- Lessee is responsible for keeping all gates closed and the swimming pool area secured at all times.

- Lessee agrees to refrain from attempting to make any repairs or adjustments to the pool equipment or to any of the electrical wiring for the pool equipment.
- Lessee must immediately notify SFC of any repair that the swimming pool may require. Lessee is responsible for the full cost that may be due for repair and/or replacement of the swimming pool that is required as a result of negligence or misuse by Lessee or Lessee's occupants or guests.
- Lessee agrees to abide by all rules and terms of use set forth in the SFC SWIMMING POOL RULES AND WAIVER.
- Lessee understands and agrees that the use of the pool is non-exclusive and campers in the campground may also use the pool at the same time as Lessee.
- Lessee hereby agrees to obtain a Certificate of Insurance with a Minimum \$1,000,000.00 bodily injury and property damage liability limit per occurrence, per event, and naming SFC as an additional insured.

OTHER TERMS AND CONDITIONS: _____

The above terms and conditions are hereby accepted:

Date:

Lessee:

 (Signature Here)

Print Name of Lessee:

Print Mailing Address of Lessee:

Telephone #: _____

Email Address: _____

Credit Card Info (to cover any damages):

: _____

CVS#: _____

Expiration Date: _____

Visa ____ MasterCard ____