

Everest Park Pavilion Rental Agreement

Renter Name: _____ Today's Date: _____

Address: _____ Phone: _____ Email: _____

Date of Rental: _____ Time of Rental: _____ pm/am to _____ pm/am Purpose: _____

Member Price:	3 Hour Rental: \$150.00	Non Member Price:	3 Hour Rental: \$150.00
	5 Hour Rental: \$225.00		5 Hour Rental: \$225.00

Security Deposit: \$100.00 in addition to rental fee above (waived for Members) Total Due/Paid: _____

This Agreement, made on the above date by and between Champions for Life/Everest Park (CFL) and _____, (hereinafter: Renter) in consideration of the covenants and conditions hereinafter contained, is hereby agreed to, by and between the parties, as follows:

- Renter hereby reserves the premises located at 4353 North Road, Auburn, NY 13021, for the date, time, and purpose stated above, specifically the Pavilion located at the end of the access road, and the grounds immediately adjacent to said Pavilion as well as the parking area located at the end of the access road.
- The rental shall be in effect for the above stated time and date. No extensions of this rental shall be binding unless agreed to in writing by both parties named herein.
- Renter has had an opportunity to inspect rented premises and agrees to accept them in “as-is” condition.
- The park is a carry-in/carry-out park, and all trash bags must be removed when leaving the property. No food, paper products, cans/bottles or other refuse should remain in the park after the end of the rental period.
- The leased premises shall be left in the same or better condition as they were prior to the rental period.
- Renter will pay in advance the fees shown above according to the desired rental area and length of time. The security deposit is refundable only after inspection and verification that the Pavilion and grounds are left in acceptable condition. Should there be repairs needed beyond regular wear and tear/maintenance, the Security Deposit shall be used to cover the costs for these repairs.

Rules and Regulations for rental and use of Pavilion:

- NO SWIMMING. There is to be no swimming in the pond at Everest Park. Due to the depth of the pond, the Cayuga County Health Department has decreed that proper rescue procedures cannot be performed affectively, therefore making swimming in the pond unallowable. Champions for Life/ Everest Park are in no way responsible for any person choosing to enter the water. Renter shall provide adequate supervision to ensure no swimming takes place on the premises during the rental period.
- Alcohol may be consumed on the premise by individuals of legal age (21 as of time of rental) only. Renter shall provide adequate supervision to enforce this provision. Renter shall supervise guests to prevent excessive consumption. Champions for Life/Everest Park maintains the right to remove those not abiding by these provisions.
- Renter is responsible for the personal loss, stolen articles, or injury to persons during the period of rental; Champions for Life and Everest Park does not assume any responsibility for the same.
- Rental is limited to the Pavilion and immediately surrounding area, and does not include the sports fields, the Brian Bisgrove Home of Courage, or the wooded/farmed areas beyond the immediate Pavilion area (including any/all Finger Lakes Mud Run obstacles).

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- Renter may use the Pavilion building, any games/toys located in the storage room, the playground, the picnic area, including gas grills (please turn off gas when finished), paddle boats (LIFE JACKETS REQUIRED BY ALL), and the fire pit. Fires must be fully extinguished before leaving the park. Wood for the fire must be brought in to the park and will not be provided. Renter will provide adequate supervision to ensure these provisions are followed. Champions for Life does NOT provide a lifeguard to supervise activities at or near the pond.
- NO SMOKING is allowed anywhere on the premises.

Indemnity and Insurance Provisions:

- Renter agrees to conduct his/her activities upon the premises so as not to endanger any person lawfully thereon, and to indemnify, defend, and hold harmless Champions for Life and the Everest Association for Family Enrichment (EAFE) from and against any and all claims, actions, damages, liability, demands, expenses, and/or attorney fees for loss of life, personal injury, and/or damage to property (including claims of employees of Renter or any contractor, subcontractor, or invitees) arising from and/or out of the occupancy and/or use of the rented premises, or any part thereof, by Renter, or any other part of Renter’s property occasioned entirely, or in any part, by any act of omission of Renter, his/her agents, contractors, subcontractors, and/or employees.

Unlawful, Improper, or Offensive Use:

- Renter shall not make or allow to be made by any persons, the unlawful, improper, and/or offensive use of the rented premises.

Compliance:

- Renter will at all times during the continuance of this rental agreement, comply with all laws of the United States of America and the State of New York, and all ordinances, rules, and regulations of the Town of Owasco and Cayuga County, and the renter will not do nor suffer to be done anything on or about the said premises in violation of any such laws, ordinances, rules, and/or regulations.

Acknowledgement:

- Renter acknowledges that this rental agreement has been read in its entirety and understands and agrees to the provisions and conditions set forth herein. Renter has received a copy of this agreement.

Other Provisions and/or Conditions:

- _____
- _____

Signatures:

_____	_____	_____
Renter (Print Name)	Signature	Date
_____	_____	_____
CFL/EAFE Representative (Print Name)	Signature	Date