

MOUNTAIN ACRES COMPANY
345 Mountain Acres Road • Spring Mills, PA 16875

LODGE RENTAL AGREEMENT

This agreement is made this _____ day of _____, 20____, between Mountain Acres Company, hereinafter referred to as "the Lodge," and _____, hereinafter referred to as "Tenant."

TERMS AND CONDITIONS

1. The Lodge agrees to rent to Tenant the Lodge in Potter Township, Centre County, Pennsylvania referred to hereinafter as "the Property," and Tenant agrees to pay a rental fee of \$_____ to the Lodge as follows:
 - a) Upon execution of this agreement, Tenant shall pay the Lodge a security deposit of \$ _____. This deposit shall be held by the Lodge as security to insure the rental date and the performance of the promises and obligations of the Tenant hereunder. This security deposit may be retained by the Lodge if notice of cancellation is not received more than ninety (90) days from rental date, if full rental payment is not paid as scheduled, or if Tenant causes damages to the Property, or does not remove all waste from the Property. Additionally, the security deposit, in whole or in part, may be retained by the Lodge if Tenant fails to clean and return tables, chairs and any other equipment of the Lodge to their proper place, or to remove signs or markers placed by Tenant to assist invitees in finding the Lodge (these may or may not be attached to or near existing signs of the Lodge). The unused portion of the security deposit shall be returned by the Lodge to Tenant within thirty (30) days following the rental date.
 - b) Tenant shall pay the rental fee not less than ninety (90) days in advance of the rental date specified below. Checks shall be made payable to Mountain Acres Company.
2. Tenant shall be entitled to use the Property from _____ on _____ to _____ on _____.
3. Tenant shall use the Property for social, recreational or entertainment purposes only; and shall not allow more than _____ persons on the Property during the rental period. Usage of motorized vehicles on premises is prohibited.
4. Tenant, and his guests, shall not light, or cause to be lit, any open fires upon the Property other than in areas designated by the Camp Manager.
5. Tenant, and his guests, shall not fish, hunt, boat, swim or make any other use of the pond or streams on the Property.
6. Tenant, and his guests, shall not cause any damage to the Property, and shall leave no waste upon the Property.
7. Tenant shall not have the right to assign this rental agreement or any of his rights hereunder, or to sublet the Property or any part thereof. The Lodge cannot be used for profit or non-profit events. This includes charging admission or accepting donations.
8. Tenant shall indemnify and hold harmless the Lodge, its owners, officers, directors, representatives, agents and members against and from any and all liabilities, fines, claims, demands, actions, causes of action, lawsuits, costs and reasonable expenses of any kind or nature, to include reasonable attorney fees for the defense of any such liabilities, etc. made by any person or entity due to or arising out of (a) any default by Tenant, Tenant's agents, employees, guests, or invitees in observing, complying with or performing any term, covenant, or condition of this Rental Agreement and (b) any injuries, to include death, losses or damages to persons or property, whether occurring on or off the Property, caused or contributed to by Tenant, Tenant's agents, employees, guests or invitees while using or occupying the Property, to include the consumption, service, or provision of alcoholic beverages by or to the Tenant, Tenant's agents, employees, guests or invitees.
9. If Tenant shall be serving or providing alcoholic beverages to Tenant, his agents, employees, guests or invitees, he may do so only by use of a licensed bartender approved by the Lodge. The Lodge will provide a list of approved licensed bartenders. Tenant must hire a bartender from this list at its sole cost and expense. Tenant must provide the Lodge with verification that it has hired such licensed bartender at least thirty (30) days prior to the rental period. If a licensed bartender is not hired, Tenant shall be prohibited from serving alcoholic beverages at its scheduled event.
10. Tenant shall inform the Lodge of his intent to have any services provided at the Lodge including, but not limited to catering, food service and entertainment, and will provide the Lodge with the name, address and phone number of any party performing these services.
11. The Lodge reserves the right to charge additional fees for usage of the Lodge by the business, person, or group providing catering, food service, entertainment or other services.
12. The Lodge is not responsible or accountable for any situations or conditions that may cause cancellation of a rental such as, but not limited to, inclement weather, natural disasters or acts of God which the Lodge has no control over. If such a situation arises, Tenant has the right to schedule on another available date.
13. Any rental items or equipment used during the rental period must be delivered and removed during the rental period unless prior arrangements have been made with the Lodge or additional fees will be charged and deducted from the refundable security deposit. The Lodge is not responsible for any equipment brought to the Lodge by Tenant. Tenant is responsible for any damage to the Lodge that occurs while moving anything into or out of the Lodge.
14. All decorations placed by Tenant must be attached with tape (no nails or tacks).
15. All notices, demands, requests, approvals and other communications pursuant to this Rental Agreement shall be deemed given when sent by USPS mail, email or hand delivered to the relevant party at the addresses given below:

A. Mountain Acres Co.
345 Mountain Acres Road
Spring Mills, PA 16875
mountainacreslodge.com
814-364-1508

Deposit Amount: \$ _____ (Due with Return of Contract)

B. Tenant

Rental Payment: \$ _____
Amount Due

Deposit Returned: \$ _____
Amount Date

If Tenant violates any of the terms and conditions of the Rental Agreement, he may be asked to leave the premises immediately without return or partial return of security deposit or rental fee.

IN WITNESS WHEREOF, the parties hereto have signed this agreement on the day and year first above written.

Mountain Acres Company: _____ Tenant: _____