



**263 BEAVER SPRING ROAD  
DAVENPORT, NY 13750  
(607) 278-5293**

3

## **PAVILION RENTAL AGREEMENT 2024**

Our Pavilion is located in the upper field of our campground, close to bathroom facilities, camping sites, and large open play areas, including a large playground. The Pavilion is covered and is open on two sides with lighting and electric outlets. Includes a fireplace and sitting area. Lessee, and all guests are required to adhere to Department of Health and campground rules when on our premises, and during the use of our facilities, including the swimming pool. Parking available in designated areas at the pavilion and in our overflow parking area. Guests will be directed.

### **Party Package (Birthdays, Reunions, Gatherings):**

- Pavilion rental fee: \$55 per hour up to 75 people. \$65 per hour up to 100 people.
- Picnic benches seating up to 100 people (Can be arranged to have a dance floor-provided by customer)
- No charge for 2 hour setup/break down (1 hour prior to party, one hour after)
- *Available Rental hours: vary based upon availability*

### **Included in the Pavilion rental fee (birthdays, reunions, gatherings):**

- Picnic tables (enough to seat up to 100 people)
- Use of campground facilities, including fishing, boating, playground facilities and game room.
- Free rental of horseshoes, shuffleboard, bocce balls, soccer and basketballs and outdoor game/lawn equipment.
- Swimming Pool ~ only if member of party also camping at campground. (Lifeguard required if not. This cost is the responsibility of Lessee).
- 10% discount offered to anyone in your party looking for overnight accommodations (includes campsites, tent sites, RV rentals and Cabin rentals)

### **Wedding Package:**

- Pavilion rental fee: \$400 per event, 5 hour wedding, for up to 100 people
- Picnic benches seating up to 100 people (Can be arranged as to have a dance floor)
- No charge for 3 hour setup/breakdown (2 hours prior to party and 1 hour after)
- Lessee permitted to rent outside party tents (lessee responsibility) allowing more room and seating for additional people. (2 tents maximum) Additional charge per tent added
- Ordained Minister on staff (inquire within)

**Included in the Pavilion rental fee (for weddings):**

- Picnic tables (enough to seat up to 100 people)
- Group campfire pit
- Use of campground facilities and restrooms
- Use of the Lake, the dock and the covered bridge for photo shoots
- Use of Gazebo for the wedding ceremony
- 10% discount offered to anyone in your party looking for overnight accommodations (includes campsites, tent sites, RV rentals and Cabin rentals)

**Deposit required:** \$150 deposit upon booking. Checks payable to: Crazy Acres Campground. \$100 security deposit is required and will be returned at the conclusion of the event.

**PAVILION EVENT RENTAL AGREEMENT**

This Pavilion Event Rental Agreement ("Agreement"), is entered into on \_\_\_\_\_, by and between Crazy Acres Campground at Beaver Spring Lake ("Lessor") and \_\_\_\_\_ ("Lessee"). The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

**GRANT**

Lessor, on the date and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grant to Lessee a license to use Campground Pavilion ("Facility") for the \_\_\_\_\_ ("Event") to be held on \_\_\_\_\_.

**DATES/TIMES OF PERMITTED USE**

Access to the Facility for the Event will commence on \_\_\_\_\_ at \_\_\_\_\_ and will end on \_\_\_\_\_ at \_\_\_\_\_.

**RENTAL FEE**

Lessee shall pay to Lessor as a rental fee for the use by Lessee of the Facility, the sum of \$----, plus all other fees to be paid by Lessee under this Agreement (the "Rental Fee"). The balance of the Rental Fee shall be paid in full **1 week prior to the day of the event**. At that time, **a final head count must be provided** and balance paid. If balance is not paid in full 1 week prior to day of event, Lessor can terminate Agreement, and any monies previously collected will be nonrefundable.

**INDEMNIFICATION**

Lessee shall indemnify, defend and hold harmless Lessor, it's officers, agents, employees and any other guests not part of the event from and against any and all loss, costs (including attorney's fees), damage, expense and liability (including statutory liability and liability under worker's compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out

of any act or neglect by Lessee, its agents, employees, contractors, Lessees, invitees, representatives, in, on or about the Facility. This indemnity shall survive the termination of this Agreement. Lessee hereby releases Lessor from any and all liability or responsibility to Lessee or anyone claiming through or under Lessee by way of subrogation or otherwise for any loss or damage to equipment or property of Lessee covered by any insurance then in force.

### **"AS-IS" CONDITION**

Lessee agrees to accept the Facility in its "as-is" condition

### **ASSIGNMENT AND SUBLICENSING**

Lessee shall not assign any interest in this License Agreement or otherwise transfer or sublicense the Facility or any partner thereof or permit the use of the Facility to any party other than the Lessee

### **TERMINATION**

Lessor may terminate this Agreement based upon any one or more of the following events:

- A failure by Lessee to pay the Rental Fee or any other charges due hereunder when the same is due;
- Lessee fails to perform any of its covenants here under. In any of the aforesaid events, and in addition to any and all rights and remedies available to Lessor by law or in equity, Lessor may with or without further notice, forthwith terminate this Agreement and expel and remove Lessee, or any other person or persons in occupancy from the Facility, together with their goods and chattels, using such force as may be necessary in the judgment of Lessor or its agents in so doing, without evidence of notice or resort to legal process of becoming liable for any loss of damage which may be occasioned thereby, and repossess and enjoy said Facility, and in addition to any other remedy it may have, Lessor may recover from Lessee all damages it may incur by reason of such breach by Lessee.

### **INTERFERENCE**

Lessee shall use the Facility in a manner which shall not cause interference with the use or occupancy of the other portions of the Building by Lessor or others in any way. Lessee's use hereunder will be done so in a manner so as not to interfere with or impose any additional expense upon Lessor in maintaining the Facility. **Also lessee will not cause any disruption to any other campers and their campsites during their time at our facility.**

### **RESTORATION**

If any damage occurs to the Facility, or if any repairs or replacements need to be made to the Facility as a result of Lessee's exercise of its rights under this License, Lessee shall pay Lessor for any such damages, repairs, or replacements upon demand by Lessor.

**LOST, STOLEN or DAMAGED PROPERTY**

Lessor will not be held responsible or bear the cost of replacing or repairing personal property, equipment etc., that has been lost, stolen or damaged during Event. Lessor does not provide or hold any obligation to provide secure facilities for storage of personal property, equipment etc..

**CANCELLATION & INCLEMENT WEATHER**

Lessee may cancel this Agreement at any time up to 60 days prior to the Event Date by providing written notice of such election to Lessor, at no cost to Lessee. If Lessee cancels 30 days prior to the Event Date, Lessee will be charged 50% of the Rental Costs and any expenses incurred by Lessor. If Lessee cancels 14 days prior to the Event Date, Lessee will be charged 100% of the Rental Costs and any expenses incurred by Lessor. Inclement weather on the day of the event will not result in cancellation of Agreement or refund of monies.

**GOVERNING LAW**

This agreement shall be governed by and construed in accordance with the laws of the State of New York. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction with the State of New York.

**SIGNATORIES**

This Agreement shall be signed by Crazy Acres Campground at Beaver Spring Lake and

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessor Signature

\_\_\_\_\_  
Lessee Signature

www.crazyacrescampground.com  
contact@crazyacrescampground.com