

Lyndon Outing Club Rental Contract and Hold Harmless Agreement

This contract is made between Lyndon Outing Club of Lyndon, Vermont (LOC) and

_____ (Printed Name of Renter)

Renter wishes to use the lodge for the following purpose:

_____ on _____ (date)

Start Time: _____ End Time: _____

Renter Contact Information:

Home Phone: _____ Cell Phone: _____

Email: _____

Event will be alcohol-free.

Alcohol will be served by caterer; they will obtain permit and provide liability.

Caterer Name: _____

Event will include alcohol; I have attached event liability coverage for minimum one million dollar policy

All rentals will cover one full day, regardless of the time of the actual event. A day will be considered one 24 hour period. Any rental time beyond 24 hours will be charged for an additional full day. LOC agrees to rent and the Renter agrees to lease the premises of LOC located in Lyndon, VT on the following terms and conditions:

1. The rental amount shall be \$200/day plus \$75 deposit. The rental fee is payable in advance and non-refundable within 30 days of the rental date. If negotiated, other fee is listed here: _____

2. The deposit amount is payable in advance and will be returned to Renter only after LOC staff have made a post-event inspection of the facility and surrounding grounds. Property must be cleaned inside and out per the rental checklist and property and grounds must be free of damage. LOC reserves the right to keep the deposit if the checklist conditions are not met.

3. The Renter contractually agrees that Renter and their guests, employees, invitees, or any others using the facility during their rental time are liable in full and responsible for any damage to the LOC property or grounds; or for any injury to any person caused during their rental of the LOC facility.

4. Renter understands and agrees that Renter assumes all liability for any injury, accident or criminal activity, resultant from alcohol or substance use by guests, employees, invitees, or any other person during the rental period. Renter understands and agrees that the LOC prohibits illegal substance use or underage drinking by any person on its property at any time. Renters are encouraged to purchase one-time event liability for their rental period.

5. Renter understands and agrees that the LOC is a smoke-free facility. Smoking is prohibited inside any part of the LOC lodge at all times. Renter agrees to designate an appropriate smoking area away from the lodge building and agrees to clean up debris left by smokers.

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6. Renter is prohibited from using the fryers or grills, but may use the gas stove, sink, and refrigerator. Renter is responsible to ensure that the gas valve to the stove is closed at the end of the rental period. Renter is prohibited from using any food/beverages that LOC has stocked for its own use.

7. Renter agrees to reimburse LOC for any loss, damage, or injury which LOC may suffer as a result of the use of the facility by the Renter or its guests, invitees, or employees, or any other persons present during their rental time, up to and including, but not limited to: cleaning costs, cost of damage repairs, attorney fees and court costs.

8. Renter agrees that they have conducted an inspection of the LOC facility prior to the rental period and are familiar with all conditions of the LOC facility prior to the commencement of the rental period.

9. Renter understands and agrees that to the extent it uses the LOC facilities for outdoor recreation purposes including but not limited to: skiing, snowboarding, snowshoeing, hiking, or any other purpose, that Renter is solely liable and responsible for any damage or injury caused to any person or property during their use of the LOC facilities. Renter further agrees that Renter will inform all of its guests, invitees, employees, or any other person present during the rental period of the condition of the LOC facilities and the fact that the LOC is waived from all liability for damage or injury to any person or property. Renter acknowledges and agrees that Renter is solely responsible for all liability claims for damage or injury and any damage or injury to person or property caused by their guests, invitees, employees or any other person present during their use of the LOC facilities. Riding of motorcycles, all-terrain vehicles or snow machines on the LOC property is strictly prohibited, except in cases where these uses have been brought before the LOC board and have been properly permitted and insured.

10. The renter agrees to assume all risks and hazards incidental to the rental of LOC facilities, including transportation to and from any activity and hereby waives, releases, absolves, indemnifies and agrees to hold harmless The Town of Lyndon, Village of Lyndonville, LOC and each entity's Officers, Directors, Agents, Officials, Employees and Volunteers.

This HOLD HARMLESS AGREEMENT (the "Agreement") is made and entered into on _____(date) by and between Lyndon Outing Club, Inc. and the Town of Lyndon (collectively "Lyndon") and _____ (the "User").

- A. WHEREAS, the User desires to utilize the Lyndon Outing Club lodge and the grounds of Shonyo Park (the "Premises") and
- B. WHEREAS Lyndon desires to open such grounds to the User:

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, Lyndon and the User (individually the "Party" and collectively the "Parties") agree to the following:

Liability and Indemnification

- 1. User agrees, for itself and its successors and assigns, to indemnify, defend, and forever hold harmless Lyndon, its officers, agents, employees, and volunteers from and against all claims of whatever nature arising from the use of the Premises or equipment or services thereon by the User, its employees, agents, staff, faculty, or students including, but not limited to any loss, injury, or death of any person or for any damage to the property of any

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person on or about the Premises, unless such injury was the result of the gross negligence or willful misconduct of Lyndon, its employees, or agents.

2. User shall indemnify Lyndon against all claims, liability, losses, damages, demands, expenses, fees, including reasonable attorney's fees, fines, penalties, suits, proceedings, and actions of every kind and nature on account of such loss, injury, death, or damage.

Insurance

3. User certifies that Lyndon Outing Club, Inc. and the Town of Lyndon have been added to its liability policy as an additional insured. A certificate showing such insurance coverage is attached hereto.

Supervision

4. User shall provide adequate staffing and supervision to safely monitor any event or activity taking place on the Premises.

Captions

5. The headings used in this Agreement are included for convenience only and shall not be used to limit or construe the terms of any section of this Agreement.
6. Unless the context of this Agreement clearly requires otherwise, references to the singular number shall include the plural, and vice versa and references to one gender shall include the masculine, feminine, and neuter genders.

Severability

7. If any provision of this Agreement shall be held to be invalid or unenforceable in whole or in part, such provision or part thereof shall be fully severable and this Agreement shall be construed and enforced as if such provision or part thereof had never comprised part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect.
8. If a court finds that any provision of this Agreement or part thereof is invalid or unenforceable, but that by limiting such provision or part thereof it would become valid and enforceable, then such provision or part thereof shall be deemed to be written, construed, and enforced as limited accordingly.

Town representative will only sign once other signatures have been obtained. User – please sign and give completed contract to LOC representative who will present it to the town for signature.

User

By: _____
[Signature, Title] [Printed Name] Date

Lyndon Outing Club Representative

By: _____
[Signature, Title] [Printed Name] Date

Town of Lyndon Representative

By: _____
[Signature, Title] [Printed Name] Date

Revised: 11.28.18