

Rental Date: _____ Time: _____ Lessee Last Name: _____

VICTOR CONSTANT SKI LODGE RENTAL AGREEMENT

IN SEASON RENTAL | JANUARY – MARCH

*Please read, sign and copy this lease. Email signed copy to
Randi.h.gass.naf@mail.mil*

- 1) This rental agreement is for the use of the Class of '48/'98 Lodge, From ____:____ to ____:____ on (MM/DD/YY) ____/____/____. The facility will be opened by a Facility Supervisor for the undersigned only.
- 2) This executed agreement and the payment of \$_____ for the hours shown above, are to be remitted to the Facility Manager, no later than (MM/DD/YY) ____/____/____. All reservations require a 50% deposit at the time of booking and full payment is due NLT two weeks prior to reservation date. Checks are to be made payable to Installation Morale Welfare and Recreation Fund (IMWRF). Failure to sign the rental agreement and to make full payment by this date will result in cancellation of any reservation and this rental agreement. In the event this agreement is requested to be cancelled, the Facility Manager must be notified (845-938-8623 or 845-938-8810), at least two weeks in advance, or all advance payments will be forfeited. An administrative convenience fee of \$5 will be charged in lieu of forfeiture when notification occurs within of the initial time period covered by the rental agreement. The Victor Constant Ski Slope reserves the right to limit/close operations due to safety and inclement weather.
- 3) The individual executing this agreement shall be considered a lessee and is responsible for the following:
 - a. The Class of '48 Lodge and property therein and any/all cost for loss/damage to the facility.
 - b. Payment for the use of the Class of '48/'98 Lodge is made to the Facility Manager no later than the date listed in paragraph 2 of this document.
 - c. **Please note**, set-up and breakdown of your event is **included** in the contracted time of the event.
 - d. Account for and restore all furniture and equipment to original location upon departure. Police of building interior and exterior grounds, removal of all food, decorations and trash. Duct tape, staples, nails, or any other adhesives are not permitted to the walls or carpeting in the facility. Grills, fire pits, and glass products are also prohibited.
 - e. If you do not meet this requirement, an additional fee of \$35.00 per hour will be charged to the Lessee.
- 4) Sledding and tubing is prohibited on the ski slope at all times.
- 5) **Alcoholic Beverages:** It is the responsibility of the lessee to obey all applicable laws concerning alcoholic beverages, including, but not limited to the prohibition of sales to minors and intoxicated persons. **New York State Law and West Point/USMA require an individual to be a minimum of 21 years of age to consume alcoholic beverages. Any person under the age of 21 will not be served alcohol under any circumstances.** Valid identification is required for all guests in order to determine legal age. Alcohol-only events will not be permitted. Alcohol is to be refused to any guest that appears to be intoxicated.
 - a. As the lessee, it is understood that I assume full legal responsibility and control for the conduct of guests and the duty to ensure that members of my party under the age of 21 do not consume alcoholic beverages within the party facility or the immediate surroundings. The lessee takes full legal responsibility for guests, government property and all laws as it pertains to the behavior of their guests. Failure to comply with the above may result in the violations of Federal, State and/or the Uniform Code of Military Justice (UCMJ).
 - b. Alcoholic beverages may be served in FMWR Class of '48/'98 Lodge under the following restrictions:
 - i. Pay-As-You-Go-Bars: May be contracted through West Point Primos Express

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- ii. Beer and Wine Bars: May be contracted through West Point Primos Express. If the lessee is eligible to make purchases through the AAFES Class IV, he may do so. The lessee will be required to initial paragraph (5d) and accept responsibility for his/her guests. The drinking age of 21 years will be enforced by the lessee of the function.
- c. Lodge and Ski Parties are restricted to Beer and Wine ONLY.

Select the beverage service to be used, if any. (Please check one) i _____ or ii _____

- d. By signing this agreement, the lessee specifically agrees and acknowledges that West Point/USMA and the West Point FMWR are not liable for the acts or condition of persons consuming alcoholic beverages and that all such liability is agreed and understood to remain with the lessee.
- 6) Off Post Private Caterers are **NOT** permitted to serve alcoholic beverages in FMWR facilities. A Penalty of \$500.00 will be assed to the Lessee. **Outside food is prohibited** at Victor Constant Ski Area. Food can be purchased through West Point Primos Express at the ski area lodge and must be submitted five days prior to event.
- 7) Please contact the Food and Beverage Manager Craig Arms Craig.r.Arms.naf@mail.mil for menus and packages.
- 8) Lessee agrees that this rental agreement is made upon the express condition that the United States of America, West Point/USMA and the West Point FMWR, its agents and employees, shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, or death to any person or property of the lessee, its agents, employees, guests or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this agreement or occasioned by any occupancy or use of said premises or any activity carried on by the lessee in connection herewith, and the lessee hereby covenants and agrees to indemnify, defend, save and hold harmless the United States of America, its agents and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
- 9) This agreement shall constitute the entire understanding between the signing parties.
- 10) I have read and understood the terms and conditions of this rental agreement for the Class of '48 Lodge.

Lessee: _____

ODR Representative: _____

DATE: _____

DATE: _____

***** OFFICIAL USE ONLY *****

Amount Paid: _____ Receipt #: _____ Date: _____

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