

Bull Pond Rental Lease Agreement

This agreement constitutes a contract between the Sponsor and Outdoor Recreation, West Point.

Please read this Bull Pond Rental Lease Agreement thoroughly. Sign, copy, and return entire contract within 7 days of check in date. It is the responsibility of the sponsor to be familiar with all policies within this agreement. This rental agreement is entered into by and between the renter hereinafter referred to as "Sponsor", Outdoor Recreation hereinafter referred to as "ODR".

1. Reservation Requirements- Reservations are not considered "guaranteed" until payment in full of the total rental fee is received by ODR at time of booking.
2. Accepted Forms of Payment- MasterCard, Visa, Discover, Cash, or Check (IMWRF).
3. Confirmation of Reservation- Confirmation of the reservation will be emailed, or mailed to Sponsor within one week of booking. Please read the confirmation for accuracy of dates, mailing address, phone number, and accommodation. Any errors must be directed to Round Pond Recreation Area Office immediately. Hours of operation are Monday – Sunday, 9am-5pm. (845)938-2503.
4. Cancellations/ Refunds- NO REFUNDS WILL BE GRANTED. If Sponsor is unable to use their Bull Pond reservation he/she is committed to securing an eligible replacement or forfeit the rental fee. Contact the Round Pond Office immediately for any changes to Sponsor reservation. ODR does not guarantee against mechanical failure of heating, TVs, Satellite Receivers, DVD Players, or other appliances. Please report any inoperative equipment to office immediately at (845)938-2503. ODR will make every reasonable effort to have repairs done quickly and efficiently. No refunds or rent reductions will be made due to failure of appliances or equipment. No refunds for early departures or delayed arrival (less days than reserved).
5. Credit Card Agreement - I am providing my credit card number as a guarantee of payment to ODR. I agree to pay all rent and charges related to property rental. I accept all terms of the lease agreement and accept all liability for rent and charges related to property rental, as well as any damage beyond normal wear and tear during the term of my lease with ODR. I understand that these costs will be charged to my credit card. In the absence of another payment arrangement, I authorize ODR to charge my credit card for payment of these items. Agent may use any funds received from me upon ODR receipt of such funds.
6. Security Deposit - A Security/Damage deposit is required at check-in by credit card. If Sponsor has no major credit card, a cash deposit of \$200.00 may be accepted. This security deposit will be returned at check-out, provided proper check-out procedures are followed, and there is no breakage or damage to the premises.
7. Acts of God - ODR shall not be liable for events beyond their control which may interfere with Sponsor occupancy, including but not limited to inclement weather. NO REBATE OR REFUND will be offered in these circumstances.
8. Maximum Occupancy - At all times, the maximum occupancy is the number the home sleeps. Absolutely No House Parties Allowed! Sponsor assumes responsibility of all guests.
9. Age Requirements - Anyone under the age of 21 unaccompanied by a parent or legal guardian will not be permitted to register. Any reservations made under false pretenses will result in loss of payments and possible removal of guests from rental unit. BULL POND IS NOT A PARTY FACILITY! Violations of this will result in immediate eviction with no refund of any monies. ODR reserves the right to refuse service to anyone.
10. Check-In - **CHECK-IN TIME IS PROMPTLY AT 1400 HOURS** - Check-in takes place at the Bull Pond Complex. Keys are NOT available until the property is ready for occupancy. No exceptions to this policy will be made. ODR will use reasonable efforts to have the rental property ready for Sponsor occupancy at check-in time. Please call in advance if you may be arriving after 1400 hours so that arrangements can be made for Sponsor property keys to be picked up. Keys will not be signed out to anyone other than the sponsor. Your key rings (one for each cottage) are equipped with two keys. One for the Cottage and the other for the gate. Please lock the cottages and gate when you are not on the premises.
11. Check-Out - **CHECK-OUT TIME IS AT 1000 HOURS** - Check-out takes place at the Bull Pond Complex. Sponsor must be present. All garbage must be tied up in bags and placed in the dumpsters. Remove bed linens. Place linens and towels in laundry basket. Rake the beach. Sweep the gazebo. Sweep, vacuum, and mop the cottages. Wipe tables, counters and appliances. Wash and put away dishes.
12. Furnishings/ Amenities - Furnishings are subject to change without notice. Furniture, bedding, utensils or any other property supplied with the rental property must not be taken out or transferred from one property to another. Loss of these items, as well as damage to the property or furnishings in excess of normal wear will be charged to the Sponsor.
 - a. The Superintendent's Cottage, aka Stone House, has sleeping accommodations for four persons. One Futon and one king size bed fitted with sheets, pillows/pillow cases and blankets, closet and dresser; full bath with tub/shower, and sufficient bath/hand

towels and bath mats to sustain your visit; living room with one futon, love seat and chair, satellite TV/DVD, telephone (845-938-4224); a full service kitchen with table and chairs, full sized refrigerator, gas range, microwave, toaster, sink, dishes, glassware, pots and pans, mixing bowls, mixer/blender, coffee pot, wine glasses, corkscrew, ice trays, BBQ utensils, water pitchers, dish towels and utensils to accommodate six persons. Also provided is a mop, broom, vacuum cleaner and appropriate cleaning supplies. A front porch is screened and equipped with lounge chairs. The Stone House is heated but NOT air conditioned. Each room is equipped with a ceiling paddle fan. No washer, dryer or laundry facilities are on site.

- b. **The Guest House accommodates four persons**, one queen bed and one bunk bed, all fitted with sheets, pillows/pillow cases and blankets, dressers; a full bath with stand up shower, bath/hand towels and bath mats; living room with couches and satellite TV/DVD; full service kitchen with table and chairs for 4 persons, telephone (845-938-3234), full sized refrigerator gas range, microwave, toaster, sink, dishes, glassware, pots and pans, mixing bowls, blender/mixer, coffee pot, wine glasses, corkscrew, ice trays, BBQ utensils, water pitchers, dish towels and utensils to accommodate 4 persons. Also provided is a mop, broom, appropriate cleaning supplies. It also has a porch.
 - c. The Boat House is equipped with marine life vests, paddles, oars, volleyball and horseshoes as well as a billiard table, balls and cue sticks and an outdoor phone, 845-938-3234. On the covered porch of the boat house deck, a wooden swing awaits your evenings to view the setting sun on Bull Pond
 - d. The waterfront area includes private sandy beach, dock and floating raft, a canoe, rowboat and paddleboat with oars, paddles and life vests, plus picnic tables, grills, volleyball area and horseshoe pits. Swimming is at the camper's risk. Boaters are to WEAR life jackets at all times. Fishing is encouraged: angler's age 16-adult must have a current New York State fishing license and West Point permit. Bait, tackle, firewood and supplies are available for purchase at the Round Pond Camping and Recreation Area camp store, Rt 293, 845-938-2503.
 - e. A screen enclosed gazebo, located between the two cottages, is equipped with ceiling lights/paddle fan, a wooden Adirondack type settee, chairs and table.
 - f. An outdoor shower is located behind the gazebo for your convenience after leaving the beach to minimize sand from being carried into the cottages.
13. **Items Sponsor Must Provide** - Any personal articles, any food and drink items, coffee filters, paper towels, napkins, foil, favorite pillow, videos, and a good book. Extra towels for beach usage are suggested.
 14. **Linens** - A basic supply of linen is provided in each property. Bed linen and bath towels are not changed during your stay. The startup set of toilet tissue, paper towels and trash bags, etc. are not replenished.
 15. **Prohibited** - You acknowledge that all types of RECREATIONAL VEHICLES'S, PETS, WEAPONS, FIREWORKS, and RECREATIONAL DRUGS are prohibited in or on the premises. **IMPORTANT: Unauthorized use will result in immediate eviction and loss of all rents and security payments. ODR staff has the right to unannounced visits to the premises at any time during your stay.**
 16. **Smoking Policy**- SMOKING IS NOT PERMITTED in any government building including the Gazebo.
 17. **Fire Policy**- Campfires are permitted in the fire pits only. Fires are prohibited on the beach and in the Stone House fireplace.
 18. **Pest Control** - Many different pests live and thrive in this region. Should you experience a pest control issue, please contact Round Pond Recreation Area so ODR may attempt to eradicate the problem.
 19. **Indemnification and Hold Harmless** - Sponsor agrees to indemnify and hold harmless the Owner and Agent for any liabilities, theft, damage, cost or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with Sponsor use and occupancy of the rental property including but not limited to any claim or liability for personal injury or damage or theft of property which is made, incurred or sustained by Sponsor.
 20. **Violation of Agreement** If sponsor violates any of the conditions of this agreement, ODR may terminate this Agreement and enter premises. Upon notice of termination of this Agreement, Sponsor shall vacate the Premises immediately and forfeit all rents and security deposits.
 21. **Lost and Found** – ODR nor property owner will be responsible for Sponsor personal property left behind or lost during stay. If we are able to find an item left behind we are willing to hold the item at the Round Pond Recreation Office.

By signing this agreement, I have read and fully agree to all of the above policies.

(Print Name)

(Signature)

(Date)

IN CASE OF AN EMERGENCY DIAL 911; Military Police, 845-938-3333. Facility repairs, problems and service call Outdoor Recreation Round Pond Office (845) 938-2503. Cottage phone numbers: Stone House 845-938-4224; Guest House 938-3232. Both numbers require a user access PIN# for out-of-area calls; 446-xxxx and 1-800 numbers do not require a PIN code. There is no internet access and cell phone/blackberry reception is limited.

