

Lessee Name: \_\_\_\_\_ Cell: \_\_\_\_\_ Email: \_\_\_\_\_

Rental Date: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_



## CLASS OF '48/'98 LODGE RENTAL AGREEMENT

Victor Constant Ski Slope, West Point, N.Y. 10996

1. This rental agreement is for the use of the Class of '48/'98 Lodge, From \_\_\_\_:\_\_\_\_ to \_\_\_\_:\_\_\_\_ on (MM/DD/YR) \_\_\_\_/\_\_\_\_/\_\_\_\_. 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/YR) \_\_\_\_/\_\_\_\_/\_\_\_\_. All reservations require full payment at the time of booking. Checks are to be made payable to the Installation Morale Welfare and Recreation Fund (IMWRF). Failure to sign the rental agreement and to make full payment by this date will result in the cancellation of any reservation and this rental agreement. In the event this agreement is requested to be canceled, the Facility Manager must be notified (845-905-6320), at least seven days in advance. Any cancellation requested after this point is solely up to the Facility Manager. An administrative convenience fee of \$25 will be charged in lieu of forfeiture when notification occurs within 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.

\_\_\_\_ **\$350 Option 1:** 4-hour rental is \$350, which includes the requirement to use MWR catering services from one of the following providers: the Bowling Center (315-774-9477), West Point Golf Course (315-774-9474), or West Point Club (845-446-5504/5506/5545). Please note that the rental fee of \$350 does not cover the cost of catering services.

\_\_\_\_ **\$550 Option 2:** 4-hour potluck-style food arrangement. Please note, that this option does not permit outside catering at the facility. *A meal where the lessee and guests contribute a dish is considered potluck.*

\_\_\_\_ **\$350 Option 3:** 4-hour rental if no catering or potluck food services are required for the rental.

- \$100 security deposit (*separate cash or check; returned or shredded the following business day after the facility is inspected*).
- Each additional rental hour is \$100.

3. The individual executing this agreement shall be considered a lessee and is responsible for the following:
  - a. The Class of '48/'98 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 that the set-up and breakdown of your event are *included* in the contracted time of the event.**
  - d. Account for and restore all furniture and equipment to its original location upon departure. Police of building interior and exterior grounds, remove all food, decorations, and trash, and take the garbage out to the dumpster at the end of the US Mint Parking Lot. Duct tape, staples, nails, or any other adhesives are not permitted on the walls, tables, or carpeting in the facility. Grills, fire pits, and glass products are also prohibited.
  - e. If you do not meet this requirement, the \$100 security deposit will be forfeited.
4. **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 to determine legal age. Alcohol-only events will not be permitted. Alcohol is to be refused to any guest who 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 violations of Federal, State, and/or the Uniform Code of Military Justice (UCMJ).
  - b. Alcoholic beverages may be served in the FMWR Class of '48/'98 Lodge under the following restrictions:

- i. Pay-As-You-Go-Bars: May be contracted through West Point Club.
    - ii. Beer and Wine Bars: May be contracted through West Point Club.
  - c. If the lessee is eligible to make purchases through the AAFES Class VI, he may do so. The lessee will be required to initial paragraph (5d) and accept responsibility for his/her guests. The lessee of the function will enforce the drinking age of 21 years.
  - d. Lodge and Ski Parties are restricted to Beer and Wine ONLY.
  - e. Select the beverage service to be used, if any: \_\_\_\_\_.
  - f. 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 conditions of persons consuming alcoholic beverages and that all such liability is agreed and understood to remain with the lessee.
5. Off-Post Private Caterers are NOT permitted to serve alcoholic beverages in FMWR facilities. A Penalty of \$500.00 will be charged to the Lessee. Outside food is prohibited at Victor Constant Ski Area.
6. Victor Constant Ski Area Lodge's capacity is 150 people. Do not block fire exits with furniture or decorations.
7. 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.
8. This agreement shall constitute the entire understanding between the signing parties.
9. I have read and understood the terms and conditions of this rental agreement for the Class of '48/'98 Lodge.

Lessee: \_\_\_\_\_ ODR Representative: \_\_\_\_\_

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

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

Amount Paid: \_\_\_\_\_ Receipt #: \_\_\_\_\_ Date: \_\_\_\_\_

Key number issued (if applicable): \_\_\_\_\_ Signature: \_\_\_\_\_