



CLAYTON PARK RECREATIONAL AREA

Creating Memorable Experiences on Beautiful Lake Henry in the Pocono Mountains of Pennsylvania

2011 PAVILION RENTAL AGREEMENT

Today's Date: _____

| | |
|-------------------------------|----------------------|
| Name of Event: _____ | Date of Event: _____ |
| Purpose: _____ | |
| Contact Person: _____ | Phone: _____ |
| Address: _____ | |
| Email: _____ | |
| No. of People _____ | |
| Special Needs/Comments: _____ | |

This agreement made on the above date by and between Clayton Park Industries, Inc. dba as Clayton Park Recreational Area (Clayton Park) and the above stated person/group (Renter) shall be in consideration of the covenants and conditions hereinafter contained and between the parties hereto as follows:

1. The renter reserves the large pavilion at Clayton Park Recreational Area, located at 26 Eagle Eye Drive, Lake Ariel, PA, 18436, for the date, time and purpose stated above. The rental shall be in effect for the above stated date and hours established by Clayton Park. Pavilion rental hours begin at 11am and the event shall not extend beyond the hours of 7pm. Extended use is permitted for an additional fee on a case-by-case basis. Unlawful, improper, or offensive use is prohibited. Renter agrees to additional instructions as posted or otherwise distributed by Clayton Park.
2. Pavilion rental rate - \$100.00 non-refundable flat fee plus \$4.00 per person (12 and under free). Flat fee is due prior to the date of your event to hold the reservation. Use of stoves and/or ovens requires an additional \$25.00 fee. Per person fee due the day of the event unless otherwise arranged in writing and signed by Clayton Park management. Renter agrees to provide credit card information and authorizes Clayton Park to charge purchases, damages and/or additional fees incurred as related to the event.
3. No extensions or alterations of this rental shall be binding unless agreed to in writing by both parties. Arrangements for early arrival and/or for pavilion setup can be made with park management prior to the event. Additional fees may apply. No sub-rental allowed.
4. Trash bags and trash cans are provided and renters shall bag all trash and place outside of the kitchen door for pick-up. (additional charge of \$5 per bag in excess of those provided) Recycling is required and bins are located in the bar area.
5. All food must be removed from the large pavilion and kitchen area and premises left as it was found upon arrival.
6. Our large pavilion is a non-smoking facility. A smoker's area with disposal bucket is provided near the front entrance to the pavilion. Additional fees will be incurred for cleanup of cigarette butts in or around pavilion area.
7. Renter is responsible for obtaining assistance from Clayton Park for turn on and shut off of all stoves, ovens and cooler. Renter shall not turn stoves or cooler on or off independently. Renter understands there is an additional fee of \$25.00 for use of the stoves and/or ovens.
7. Dial 911 in any emergency. Report all problems to Clayton Park office and/or phone numbers listed herein.
8. Renter is responsible for and shall pay all damages and charges sustained by Clayton Park or any other person/persons for any nuisance made or suffered during the term of the use of the pavilion and premises. Non-compliance with any terms in this agreement may result in additional fees.
9. Clayton Park will not tolerate improper behavior, rowdiness, indecent conduct, gambling, use of profane language, nuisance creation and/or admittance of undesirables by the renter or members of the renter's party. Renter is liable for ensuring responsible use of alcoholic beverages and resulting behavior from such use. All behavior is subject to the laws according to the state of Pennsylvania. Clayton Park reserves the right to halt renter's event and the use of the large pavilion and grounds and eject renter and members of his/her party from Clayton Park property.
10. Renter agrees to conduct his/her activities upon the premises so as not to endanger any person lawfully thereon, and to indemnify and hold harmless Clayton Park from and against any and all claims, actions, damages, liability, demands, expenses, and/or attorney fees for damage to property (including claims of members of party, employees, subcontractor, or invitees) personal injury, and/or loss of life arising from and/or out of the occupancy and/or use of the rented premises, or any part thereof, by the renter, or any other part of the renter's property occasioned entirely or in any part by any act or omission of the renter, members of renter's party, its agents, contractors, subcontractors, and or employees.
11. With signature, renter concedes he/she is at least 21 years of age, and agrees to abide by all Clayton Park rules, as posted in the large pavilion. Renter agrees to be fully responsible for the conduct of his/her party/invitees. Renter acknowledges he/she has read this entire agreement and understands and agrees to the provisions and conditions set forth herein. Without receipt of signed form and aforementioned payment, Clayton Park cannot reserve date for event.

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|-----------------|------------|------------------------|-------------|
| Renter By _____ | Date _____ | Clayton Park by: _____ | Date: _____ |
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