

## **Use and Occupancy Agreement For Calef Lake Campground Rental Cabin**

As part of a paid reservation, the named customer (hereinafter referred to as the "Camper") shall have the right to occupy the Rental Cabin located at 593 Chester Road, Auburn, New Hampshire, being part of the Calef Lake Campground, during those dates and subject to those terms as identified and described on the Camper's reservation specifically subject to agreement to the terms outlined within this Use and Occupancy Agreement which shall be incorporated within and made a part of the Camper's reservation agreement. Use of Calef Lake Campground shall be subject to the following terms and conditions:

1. Camper may occupy the Rental Cabin with his/her family. "Family" is defined as 2 adults and 3 children up to age 18. Additional children or adults will be considered additional guests and subject to additional daily pass fees. Included family members must be named at the bottom of this agreement. Additional guests must be disclosed upon Camper's arrival.
2. Camper and Calef Lake Campground agree that this Agreement does not establish a relationship of Landlord and Tenant, but rather, constitutes a Use License by Calef Lake Campground to Camper which Calef Lake Campground may revoke if Camper does not comply with the terms of this Agreement.
3. Camper shall be allowed only one vehicle to be located at the Rental Cabin site.
4. Rental Cabin is furnished. Camper is responsible to provide their own linens, towels, personal toiletries etc. Rental Cabin will not be cleaned for the duration of the reservation, it is the Campers responsibility to keep the cabin in a neat and orderly condition. Prior to Check Out, the cabin shall be broom swept, all food must be removed and all garbage must be deposited in the appropriate receptacles provided. Failure to comply with these requirements will result in a \$150.00 cleaning surcharge to Camper.
5. Camper is required to inspect the Rental Cabin upon arrival for any major damage not related to normal wear and tear and report those findings to Campground Management. Failure to so report shall constitute an acknowledgment that no such damage existed upon Camper's arrival. Camper is responsible for any damage to the property during their reservation period including damage caused by any visiting guests and hereby authorizes Calef Lake Campground to charge the cost of any damage against the credit card Camper utilized to pay for reservation of the Rental Cabin in the event Camper fails to pay for such damage in full upon ten (10) days demand do so. Damage of any kind or malfunctioning appliances must be reported to Campground Management as soon as possible.

6. Camper is required to have insurance that insures against any damage to the Rental Cabin during Camper's use thereof. Failure to carry such insurance does not constitute a waiver of Campers liability for any property damage caused during the reservation period.
7. Camper must vacate the Rental Cabin and Calef Lake Campground facilities no later than 11:00 AM on the expiration of Camper's reservation. Upon Camper's vacating the Rental Cabin, Camper shall surrender the Rental Cabin in clean condition, free of personal effects. Should Camper fail to remove personal effects, Calef Lake Campground reserves the right to remove the Camper's property from the Rental Cabin and Camper shall be responsible for any and all expenses incurred by Calef Lake Campground in connection with so moving or relocating Camper's property.
8. Camper shall be responsible at all times for keeping the Rental Cabin free from litter and shall deposit litter and other matter in the appropriate receptacles provided.
9. Camper shall be responsible for the prior check-in of children and additional guests in the camp office before entry into Calef Lake Campground facility. Failure to register children or guests upon entry into the Calef Lake Campground facility, shall result in an additional fee of \$\_\_6.00\_\_\_\_\_ per unregistered person. At no time shall the occupancy of the Rental Cabin exceed 8 people.
10. Camper shall be fully responsible for the behavior of his/her children, guests and pets.
11. Camper, together with Camper's children and guests, shall abide by all rules and regulations of Calef Lake Campground, whether oral or in writing. Calef Lake Campground shall have the right to terminate this Agreement and require Camper (together with any children and guests) to vacate the Rental Cabin upon 24 hours notice for failure to comply with any part of this Agreement or the Rules and Regulations of Calef Lake Campground whether oral or in writing. Should this Agreement be terminated and Camper be required to vacate the campground for a breach of any of the above mentioned conditions, then the amount paid by the Camper shall not be refunded, but may be applied to any damages incurred by Calef Lake Campground as a result of Camper's violation. Should the Camper (or Camper's children or guests) refuse to leave the campground premises after being given notice to do so, Calef Lake Campground reserves the right to remove the Camper's personal property from the Rental Cabin and Camper shall be responsible for any and all expense incurred by Calef Lake Campground in doing so.

12. This Agreement is not transferrable without written permission of Calef Lake Campground.
13. This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.
14. In the event of any breach, the terms of this Agreement, the breaching party agrees to pay all reasonable attorney's fees and costs of the non-breaching party.
15. In addition to the terms and conditions contained herein, Camper recognizes that Use and Occupancy of the Calef Lake Campground is also subject to all Rules and Regulations of the Calef Lake Campground and those terms and conditions contained in the Waiver of Liability and Indemnification Agreement executed herewith.

Camper

\_\_\_\_\_  
Date

\_\_\_\_\_  
By:

Calef Lake Campground

\_\_\_\_\_  
Date

\_\_\_\_\_  
By:  
Its:

Family member 2 Name/Age : \_\_\_\_\_

Family member 3 Name/Age : \_\_\_\_\_

Family member 4 Name/Age : \_\_\_\_\_

Family member 5 Name/Age : \_\_\_\_\_