

-Use Agreement-

Adirondack Cabin at Mallard Point

Stay Period: _____ to _____ (____ nights)

PARTIES OF THIS USE AGREEMENT:

OWNER: Baptist Retreat, PO Box 533 Lobeco SC 29931; (518) 409-7016
(Retreat physical GPS address: 467 Adirondack Lake Rd., Indian Lake, NY 12842
Retreat mailing address: PO Box 150, Indian Lake, NY 12842)

Guest(s) Name(s): _____

(Print clearly) Street: _____

City, State, Zip: _____

Telephone : (____)____ - _____ Work: (____)____ - _____ Mobile: (____)____ - _____

Email: _____

1.ARRIVAL & DEPARTURE TIMES

This agreement begins Saturday at **2:00 P.M.** on arrival date and ends Saturday at **10:00 A.M.** on departure date.

2.PREMISES

Mallard Point's, *Adirondack Cabin* on Adirondack Lake in the Township of Indian Lake, New York, including boat, grounds, raft and island(s).

3.USE OF NON-COMMERCIAL PREMISES FOR RELIGIOUS PURPOSES

The premises will be used during the above dates, for an original party of ____adults and ____children. MAXIMUM adult(s) & children(s) occupancy is 5 combined.

4.DONATIONS

Donations are strictly faith based gifts that go to support world-wide missions such as, Orphanages and Third Word Countries. Half of the nonrefundable donation, will reserve your week or days. At least **thirty days (30) prior** to your arrival, the balance pledged donation and signed Use Agreement must be received to confirm your week.

5.TERMS

Where any interpretation of this Use Agreement Contract may come into question the interpretation thereof will be solely up to the Owner's interpretation.

6.UTILITIES AND SERVICES

Water, electric, and heating are provided but the will not be held accountable for loss of such by acts-of-nature. NO CLEANING SERVICES ARE PROVIDED during Guest(s) stay. Guest(s) must leave the cabin and premises clean. The Cabin and premises are inspected for cleanness and cleaned before Guest(s) arrival.

7.FURNISHINGS AND OWNERS' PERSONAL PROPERTY

All furniture, furnishings, boat(s), boating equipment, appliances, cooking and serving utensils, and other personal property of the Owner shall be left in good order and repair by the Guest(s). Guest(s) must not alter, change, or add to the premises without permission from Owner. PLEASE NOTE THAT ANY LOCKED BUILDING(s) AND/OR SHED(s) ARE OFF LIMITS TO GUEST(s), THEIR CHILDREN, AND THEIR GUEST(s)

8.ITEMS NOT PROVIDED

Blankets, linens, towels, paper products, trash bags, soap and cooking charcoal. (1-Queen & 4-Twin)

9.NO TENT CAMPING OR NOISE POLLUTION

Tent camping on the grounds is permitted only with Owner's knowledge and permission, as plant life may be harmed. NO NOISE POLLUTION is permitted. Sound travels clearly on the lake, so noise should be kept low after 10 PM. Remember not everyone may have your taste of music; so please keep the volume low or use headphones to keep the peace with others.

10.OUTBOARD MOTORS, JET SKIS, PFDs, SNOWMOBILES

Outboard motors are limited to 5 horsepower on Owner's boats. Electric motors are preferable for fishing. Only boats that can be carried by hand are allowed to be launched on Owner's shore. There shall be no driving on the lawn. **No jet skis or sea sleds are permitted!** Every vessel including canoes, kayaks and row boats operated in NYS must have on board one USCG approved wearable life jacket (personal flotation device, PFD) for each person aboard. All PFDs carried on board vessels must be serviceable, readily accessible, and of the appropriate size for the wearer. PFDs are provided by Owner but Guest(s) are responsible to provide their own PFD if these are not appropriate based on age or size.

11.TRASH REMOVAL

INDIAN LAKE IS A RECYCLING TOWNSHIP. Sort plastic, glass, news paper and cans into separate trash receptacles from other garbage. ALL TRASH MUST BE REMOVED FROM THE PROPERTY upon departure. Guest(s) at no charge, can take all trash to the Transfer Station on Chain Lakes Road everyday from, **8am to 4pm EXCEPT, Tuesdays and Wednesdays**. Because of wildlife, do NOT store garbage or food on porch or outside.

12.OWNER OR AGENT MAY ENTER

Owner/Agent(s) have the right, at reasonable times, to enter premises to examine, make repairs, or show to potential Guest(s).

13.OUTDOOR COOKING AND FIRES

Guest(s) may cook only in the specific areas set aside by Owner for cooking. No open fires are allowed other than in grill, outdoor fireplace, or in the picnic island's stone hearth during nondrought weather. GRILL MUST REMAIN IN OPEN AREA, AWAY FROM TREES, HOUSE, ETC. All fires must but thoroughly extinguished before leaving unattended.

14.CARE OF PREMISES AND WILDLIFE

Guest(s) must keep the grounds, dock, and beach area neat and clean. Do **not** allow youth to **remove or throw shore line rocks or stones**. Please instruct your children of this upon arrival. There is **no smoking allowed inside cabin, this includes the porch**. No cigarette filters are to be left on premises including fire place before departure. Vehicles may be driven only on the driveway, and must be parked in the parking area provided. There shall be no driving on the lawn. Please instruct your children not to harm the trees, bushes, flowers, ducks, or chipmunks. Ducks may be fed bread or corn and chipmunks may be fed unsalted peanuts. Please do not handle any wildlife.

15.LIABILITY

Owner shall NOT be responsible for the loss of or damage to property, or injury to persons, occurring in or about the premises, by reason of any existing or future condition, defect, matter or thing in said premises or for the acts, omissions or negligence of other persons or Guest(s) in and about the premises. The Guest(s) agrees to indemnify and hold the Owner harmless from all claims and liability for losses of or damages to property, or injuries to persons occurring in or about the premises. The Guest(s) agrees to keep said premises and all parts thereof in a clean and sanitary condition and free from trash, inflammable material and other objectionable matter. The Guest(s) agrees to keep the sidewalks in front of ground floor portion of the premises clean and free of obstructions, snow and ice. The Guest(s) shall quit and surrender the premises at the end of the term in as good, clean condition as the reasonable use thereof will permit.

16.ASSIGNMENT

Guest(s) may not sublet all or part of the premises or assign this agreement or permit other persons to use the premises without prior written notification and agreement of the Owner.

17.DEFAULTS

If Guest(s) fails to correct defaults on any of the conditions contained in this Use Agreement, Owner has the right to immediately terminate this Use Agreement and the Guest(s) must leave within 12 hours. Guest(s) continues to be responsible for all damages and losses.

18.QUIET ENJOYMENT

Owner agrees that, within the terms and conditions of this lease, Guest(s) may peaceably and quietly have, hold, and enjoy the premises for the term of this Agreement.

I, _____ attest and affirm, that, the above information I gave is true, correct and complete and hereby agree to be held responsible for myself and group. I hereby enter into this contract KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY.

GUEST(S): _____ DATE: ____ / ____ / ____
Signature (Must be 18 or older)

WITNESS: _____
Signature

OWNER'S Trustee/Agent: _____ DATE: ____ / ____ / ____