AGREEMENT TO ALLOW THE UNDERSIGNED TO RESERVE AND USE CERTAIN VILLAGE PROPERTY, effective as of _____ (the "Agreement"), by and between the VILLAGE OF ILION (the "Village"), and the UNDERSIGNED (the "Guest");

WHEREAS, all Village properties, including but not limited to the Village of Ilion Marina R.V. and Docking Sites seasonal rental lots (hereinafter the "R.V. Site" or "R.V. Sites") are located within the Village and owned or leased and controlled by the Village, and

WHEREAS, the Guest desires to reserve and use an R.V. Site for recreational R.V. camping activities and,

WHEREAS, the Village offers Seasonal, Monthly, Weekly, and Daily R.V. Site reservations and rentals,

WHEREAS, the Season is from May 01, 20__ until October 15, 20__ and,

WHEREAS, the Village desires to allow the Guest to reserve and use an R.V. Site pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual conditions and obligations set forth herein, the parties hereto hereby agree as follows:

1. **R.V. Site Rental Fee**

   In consideration for the right to use a reserved R.V. Site, Guests shall pay the Village R.V. Site Rental Fees ("Rental Fee") at the following rates:

   Seasonal..... $ 1,850.00

   Monthly..... $ 550.00

   Weekly..... $ 225.00

   Daily..... $ 45.00

   Rental Fee payments shall be in the form of a check made payable to **Village of Ilion**, sent to **The Village Clerk 49 Morgan Street, Ilion, NY 13357**, and received by the Village no later than _____.

2. **R.V. Site Reservation Deposits and Seasonal Discount Rate Program**

   The Village will reserve and guarantee an R.V. Site for the Guest upon the Village's timely receipt of a minimum deposit. Deposits are partial payments for Rental Fees which shall be credited towards the balance of the Guest's Rental Fee.

   At the Guest's election, the Village will discount the Guest's Seasonal Rental Fee by $100.00 upon the Village's timely receipt of a $500.00 deposit.

   The Seasonal **deposit rates** are as follows:

   Minimum Seasonal..... $100.00 (due October 15)

Discount Rate Program .....$500.00 (Minimum Seasonal $100.00 due on October 15, plus $400.00 due on November 15). Guests electing to pay this deposit amount will receive a $100.00 discount off their Seasonal Rental Fee.

Reservations for stays of one month or less will not be accepted before April 1. Deposit rates for reservations of one month or less are as follows:

Monthly..... $ 50.00 (due_____)

Weekly.....$ 25.00 (due_____)

Deposit payments shall be in the form of a check made payable to **Village of Ilion**, sent to Village Clerk, 49 Morgan Street, Ilion, N.Y. 13357, and received by the Village no later than the due dates indicated above.

3. **R.V. Site Reservation Cancellation, "No Shows", and Refund Policy**

The Guest may receive a full refund of his or her deposit if he or she makes a cancellation request in writing, sent to the Village Clerk's office, and received by the Village no later than April 1st of the Season for Seasonal reservations. Cancellation requests for refunds of monthly and weekly reservation deposits must be received by the Village within two (2) weeks of the arrival date. Failure to adhere to this cancellation policy will result in a forfeiture of up to $250.00 of the Guest's deposit.

If the Guest cannot arrive on the scheduled arrival date, then he or she must so notify the Village in writing at least five (5) business days prior to the scheduled arrival date. In the event that the Guest fails to arrive on the scheduled arrival date without providing proper and timely notice, the Village may cancel the reservation and retain up to $250.00 of the Guest's deposit. The Village further reserves the right to lease the reserved R.V. Site to a third party for part or all of the duration of the Guest's remaining reservation, with no further obligation by the Village to provide replacement R.V. Site accommodations for the Guest.

The Village shall mail deposit refunds to the Guest within _____(x) days of receipt of the Guest's timely and proper cancellation request to the address provided below.

4. **Indemnification**

The Guest shall indemnify, defend, save and hold harmless the Village, its trustees, employees, officers, agents, and any other person acting on the Village's behalf, from and against loss or expense, including reasonable attorney's fees, for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons, or on account of damage to property arising out of or in the consequence of the use of the R.V. Site covered by this Agreement, whether such injury to persons or damage to property are due or claimed to be due to any active or passive negligence of the Village, its employees, officers, agents or any other persons.

5. **Use**

The Guest agrees that he or she will not use R.V. Site for any illegal purposes, including creating or maintaining any nuisances, littering, and polluting the R.V. Site. The Guest

further agrees not to commit any illegal acts while on the R.V. Site. Failure to strictly comply with this term will be grounds for termination of this Agreement, immediate ejection from the R.V. Site, and forfeiture of all money paid to the Village under the terms of this Agreement.

The Guest agrees that he or she will strictly adhere to all R.V. Site Rules and Regulations, posted signs and restrictions, and make all reasonable efforts to maintain a safe, clean, and enjoyable camping environment for all guests.

I have read and fully understand this Agreement. My deposit to reserve an R.V. Site for the period starting ___/___/___ to ___/___/___ is submitted as follows:

Deposit amount is: $_____ (minimum rates shown above)

Check Number & Date: _____

I would prefer Lot No. _____ (if possible)

If Monthly or Weekly:

Arrival Date: _____ Departure Date: _____

(Seasonal Only) I wish to participate in the Discounted Rate Program: Y N

If "yes", I understand that I must send the Village Clerk's Office an additional amount of $____.00 no later than November 15, 20__ in order to receive a discount of $100.00 off the Seasonal rate of $1,750.00 (Discount applies to the Rental fee, not the deposit total).

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

VILLAGE OF ILION

By: _____ Date: _____

Title: _____ Date: _____

GUEST

By: _____ Date: _____

Name & Address: (Please Print) _____

_____

_____

Telephone Number: (____) _____