

FACILITIES RENTAL AGREEMENT

This Facilities Rental Agreement ("Agreement"), is entered into on August 20, 2015, by and between Clover "D" Incorporated t/a Tohickon Family Campground, of 8308 Covered Bridge Rd, Quakertown, Bucks County, Pennsylvania 18951 ("Lessor") and _____, of _____, Pennsylvania _____ ("Lessee").

The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

GRANT

Lessor, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to Lessee a license to use Tohickon Family Campground Recreation Barn and Creekside Location "Facility" for the The Wedding/Reception of _____ ("Event") to be held on _____ at _____.

DATE/TIMES OF PERMITTED USE

Access to the Facility for the Event will commence at 6 days prior starting at 2 pm. Day of event start time shall not be earlier than 4 pm. on the date of the Event and will end at Event shall not end later than 9:30 pm. Cleanup of facility is 1 day following event by 12 pm.. The "Lessee" will have access to the recreation barn 6 days prior to event starting at 3 pm. The "Lessee" will have access to the recreation barn each day following the 6th day prior from 4 pm till 8 pm each day during the week prior to the event. The creek-side location will be accessible one day prior to event for setting up of seating if necessary, seating is the responsibility of the "Lessee". Clover "D" Incorporated t/a Tohickon Family Campground will not be responsible for any loss, damage or theft of property placed at event location(s) by "Lessee" . We will provide a ladder for decorating, but the "Lessor" is not responsible for injury or death due to any malfunction or incorrect use of said ladders or equipment. No open flames or other decorations with flame or fire is permitted. The "Lessee" will need to remove any decorations/trash from event on the following day of event before 12 pm. It is the "Lessee's" responsibility to make sure all decorations are collected during the following day of event. "Lessee" must contact the location manager to make arrangements for decoration setup/breakdown at 215-536-7951 or weddings@tohickoncampground.com.

RENTAL FEE

Lessee shall pay to Lessor as a rental fee for the use by Lessee of the Facility, the sum of \$1,500.00, plus all other charges to be paid by Lessee under this Agreement (the "Rental Fee"). Lessee shall deposit the sum of \$150.00 with Lessor upon the execution of this Agreement, which sum shall be applied by Lessor to the Rental Fee upon completion of this Agreement. The balance of the Rental Fee shall be paid in full by Lessee on the day of the Event.

INSURANCE

Lessee agrees that it shall, at its sole cost and expense, procure and maintain a policy of commercial general liability insurance (including contractual liability) in an amount not less than \$10,000.00 per occurrence, \$1,000,000.00 in the annual aggregate. Such insurance policies shall be carried with companies licensed to do business in the state, reasonably satisfactory to Lessor and shall be non-cancelable and not subject to material change except after thirty (30) days written notice to Lessor. Lessee shall deliver to Lessor duly executed certificates of insurance upon request. Lessor shall not at any time be liable for damage or injury to persons or property in or upon the Facility.

INDEMNIFICATION

Lessee shall indemnify, defend and save harmless Lessor, its officers, agents and employees from and against any and all loss, cost (including attorneys' fees), damage, expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by Lessee, its agents, employees, contractors, Lessees, invitees, representatives, in, on or about the Facility. This indemnity shall survive the termination of this Agreement. Lessee hereby releases Lessor from any and all liability or responsibility to Lessee or anyone claiming through or under Lessee by way of subrogation or otherwise for any loss or damage to equipment or property of Lessee covered by any insurance then in force.

"AS-IS" CONDITION

Lessee agrees to accept the Facility in its "as-is" condition "with all faults".

ASSIGNMENT AND SUBLICENSING

Lessee shall not assign any interest in this License Agreement or otherwise transfer or sublicense the Facility or any part thereof or permit the use of the Facility to any party other than Lessee.

TERMINATION

Lessor may terminate this Agreement based upon any one or more of the following events:

A. Failure of Lessee to pay the Rental Fee or any other charges due hereunder when the same is due;

B. Lessee fails to perform any of its covenants hereunder. In any of the aforesaid events, and in addition to any and all rights and remedies available to Lessor by law or in equity, Lessor may, with or without further notice, forthwith terminate this Agreement and expel and remove Lessee, or any other person or persons in occupancy from the Facility, together with their goods and chattels, using such force as may be necessary in the judgment of Lessor or its agents in so doing, without evidence of notice or resort to legal process or becoming liable for any loss of damage which may be occasioned thereby, and repossess and enjoy said Facility, and in addition to any other remedy it may have, Lessor may recover from Lessee all damages it may incur by reason of such breach by Lessee.

INTERFERENCE

Lessee shall use the Facility in a manner which shall not cause interference with the use or occupancy of the other portions of the Building by Lessor or others in any way. Lessee's use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon Lessor in maintaining the Building.

RESTORATION

If any damage occurs to the Facility, or if any repairs or replacements need to be made to the Facility as a result of Lessee's exercise of its rights under this License, Lessee shall pay Lessor for any such damage, repairs, or replacements upon demand by Lessor.

CANCELLATION

Lessee may cancel this Agreement at any time up to 180 days prior to the Event Date by providing written notice of such election to Lessor, at no cost to Lessee. If Lessee shall elect to so cancel this agreement between 179 and 31 days prior to the Event Date, Lessee will be charged 25% of the Rental Cost and any expenses incurred in good faith by Lessor in preparation for Lessee's use of the Facility. For cancellations 30 days prior to Event Date, Lessee will be charged 100% of the Rental Costs and any expenses incurred by Lessor.

OTHER INFORMATION

The "Lessor" will be available for parking of guests. Parking will be available at the facility for a maximum of 40 vehicles. In the event of inclement weather, the "Lessee" must be prepared to move any outdoor ceremony indoors. The "Lessor" will be available on the day of the event to assist with any concern regarding the infrastructure of the Barn. It will not be the responsibility of the "Lessee" to breakdown decorations or any seating at creek-side location. If chair covers are requested, the fee is \$2.50 (per chair cover) for use of chair covers. Table covers, if requested, will be rented for \$25 per table. No other rental equipment is available. Food, DJ/Music, Alcohol and Beverages, Silverware and table settings, decorations, outdoor creek-side location seating are the responsibility of the "Lessee". Alcohol can only be served to those over the age of 21 and all Pennsylvania Laws governing distribution of alcohol are in force before, during and after the event held at Tohickon Family Campground. It is the responsibility of the "Lessee" to obtain a bartender(s) for the responsibility of the serving of alcohol to guests. No firearms or fireworks are permitted on the grounds and within the event. We can not guarantee any disruptions due to weather or guests staying at the facility. The "Lessor" will do its best to limit traffic during any outdoor creek-side location ceremonies.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within the State of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LESSOR

Clover "D" Incorporated t/a Tohickon Family Campground

By: _____
James Deegan or Kathleen Deegan
or an assigned representative of
Tohickon Family Campground

LESSEE

By: _____