

Upper Lake Cabin Rental Agreement

Name		
Mailing Address		
City/State/Zip or City/Province/Postal Code	Telephone 1	Telephone 2
E-mail	Emergency Contact Person & Phone	
Date In	Date Out	
*****For Office Use Only*****		
May 1-September 30 (MAXIMUM 3 DAYS) Days: _____ X 35.00= _____ October 1– April 30 (MAXIMUM 5 DAYS) Days: _____ X \$25.00= _____		Key _____ Fuel _____ Return Date _____ Return Time _____ Staff _____
REQUIRED DEPOSIT: <u>Key/Garbage/Security</u> \$50.00 PRE AUTH _____ CHECK _____		
AMOUNT DUE: _____		

CABIN RENTAL PAYMENT

All reservation requests are first come first serve. Reservations are confirmed with payment. Payments must be made in US funds by credit card, cash or local check made out to The Municipality of Skagway. No-shows, early departures, cancellations within 2 days (48 hours) before your scheduled check in time or any time after your scheduled arrival date will not receive a refund. Cancellations within a 3–5-day period before scheduled arrival time will be offered credit towards a future booking. Cancellations before 5 or more days of your scheduled arrival date for single night use will be issued a refund.

KEY/GARBAGE/SECURITY DEPOSIT PAYMENT

\$50 REFUNDABLE The key must be returned **IN PERSON** to the SRC within 24 hours of the last day of rental check out time (12 noon) or key deposit will be forfeited.

Acceptable forms of DEPOSIT payments are credit card pre-authorization or local check. If the key is not returned by 12 noon the day after rental, an attempt will be made to reach the renter at their contact information. If contact cannot be made, the Skagway Fire Department will be notified, and EMS (SAR) may be enacted. The key deposit will be returned if the circumstances are determined to be emergency related.

IN ADDITION: To keep the Upper Lake Cabin and surrounding area both safe and pristine the \$50 deposit will be kept for a period of one week. Leaving the cabin in poor condition and/or not packing out garbage may result in the loss of your deposit. The Skagway Recreation Center reserves the right to refuse future rental privileges to anyone not complying with these rules.

FISHING REGULATIONS

Lessee (cabin renter) agrees to abide by the existing State of Alaska Fish and Game regulations governing the area. It is your responsibility to acquaint yourself with these regulations.

CARE AND OPERATION OF THE CABIN FACILITIES

Lessee agrees to properly care for the cabin, the surrounding facilities and the equipment rented with the cabin. Lessee agrees to restrict its use to only those people included in this rental agreement. PLEASE TREAT THE CABIN AS IF IT WERE YOUR OWN! Lessee agrees to abide by all Cabin Rules and Municipality of Skagway regulations governing this area. Keep all garbage secured inside the cabin or proper dumpsters.

ALTERATIONS

Lessee shall not without prior written consent of Lessor make any alterations, additions or improvements to the cabin facilities and any of its rental equipment. LEAVE THE CABIN IN THE SAME CONDITION YOU FOUND IT OR BETTER. Do not hammer nails into the walls, build shelving, or move any furniture or fixtures outside of the cabin or off the attached property etc.

DAMAGES

The Lessee or anyone included in the Lessee's party shall pay for any loss or damage caused to the Upper Dewey Lake cabin and attached facilities, and Lessor shall be the sole judge as to the condition of said cabin and facilities after the Lessee's party leaves. Abuse, neglect, damage of any kind, including abnormal wear is the sole responsibility of the Lessee.

HOLD HARMLESS

No conditions expressed or implied are part of this agreement unless noted hereon and signed by both parties. The Lessee of the cabin hereby agrees to indemnify and defend Skagway Recreation Center, and hold Skagway Recreation Center harmless from all claims, demands, suits, judgments, actions, costs, and expenses, including actual attorney's fees, arising from or in any way connected with any damage or injury resulting in death, to persons or property resulting from the use or operation of the cabin and equipment. Lessee shall promptly notify Lessor of any accidents, injuries or damages incurred by, involving, or caused by the cabin facilities and its equipment.

WAIVER OF DEFECTS/DISCLAIMER OF ALL WARRANTIES

The cabin facilities and equipment are being leased "AS IS, WHERE IS", with no representations or warranties of any kind related to the equipment including but not limited to, warranties against patent or latent defects in the material, workmanship, construction or capacity of the cabin and its equipment. Any warranties as to fitness for particular purpose or merchantability are expressly disclaimed. Lessee acknowledges that there have been no express warranties, guaranties, promises, or representations concerning this cabin and its equipment.

MISCELLANEOUS

All notices relative to this agreement shall be mailed to every member's respective address above shown or any later address last known to sender. The law of the State of Alaska shall apply to any action involving or related to this agreement. Venue for any action arising out of or relating or pertaining to this agreement shall be in state court in the First Judicial District, State of Alaska, at Skagway. If a court or other tribunal is called upon to construe the provisions of this agreement the court or tribunal shall not apply the rule of construction that a contract is to be construed against the party who cause the contract to be drafted.

UPPER LAKE CABIN USE REGULATIONS

Note: Unauthorized use of and willful damage to the cabin are violations of both State and Borough laws and regulations. Violators are subject to a fine of up to \$50,000 and/or 5 years imprisonment. Violations should be reported immediately to the Skagway Police Department (983-2232). Be certain to have your receipt with you while using the cabin.

General Rules

1. Cabin permits are issued for noncommercial purposes to anyone 18 years of age or older.
2. A maximum number of 8 persons can occupy the cabin under a single permit.
3. A permit day begins at 12 noon on the assigned day and ends at 12 noon the following day.
4. Firewood is not provided and fires are not encouraged. Renters must adhere to all burn ban regulations in place.
5. Water taken from lakes or streams, no matter how clear, should be boiled at least 5 minutes or treated to make it safe for drinking.
6. Cabin users are required to PACK OUT ALL GARBAGE including unused food, candles, cookware, etc.
7. All personal gear must be packed and out of the cabin by 12 noon and the cabin must be left clean and orderly for the next group of renters.
8. The oil-heating stove provided in the cabin is for heating ONLY and uses No. 1 oil. In Canada this is referred to as ARCTIC STOVE OIL or Kerosene. 5-10 gallons will burn about a week, depending on the time of year and weather. Renters must provide their own oil. Oil may be purchased at Petro Marine Services and requires a certified container that is approved for transporting fuel or they will not sell it. If you need a certified container the Rec Center has one that can be included in the Key/Garbage/Security deposit upon request. PLEASE CALL PETRO MARINE DIRECTLY for hours and details: (907)983-2259. Hours are seasonal and closed on weekends in the winter.

Weather

Weather may affect the length of your stay. Always prepare for the possibility of bad weather and an extended stay. Rain gear and warm clothing are essential; waterproof boots and extra food and clothing are recommended.

Bear Country

Be cautious in bear country. The "Bear Facts" brochure will provide more information regarding camping and hiking in bear country. We recommend taking local maps, a compass, flashlight, waterproof matches, a strong knife, a first-aid kit, a space blanket, candles, flares, and personal protection such as bear repellent if you wish. A handheld VHF radio (**Channel 16 is the emergency channel**) may be useful to summon help in the event of an emergency. Cell phones may work if you have a direct line of sight to Skagway.

Reservation Information

Cabin availability can be found online at www.skagwayrecreation.org. Cabin reservations must be made through the Skagway Recreation Center (SRC) at 1200 Main Street, Skagway, AK 99840. You may contact the SRC at reccenter@skagway.org or 907.983.2679. Cabin reservations may be made up to 180 days in advance of the first day of requested use. Reservations are confirmed with payment. Reservations will not be confirmed on the schedule until payment is received. No-shows, early departures, cancellations within 2 days (48 hours) before your scheduled check in time or any time after your scheduled arrival date will not receive a refund. Cancellations within a 3-5 day period before scheduled arrival time will be offered credit towards their next booking. Cancellations 5 or more days before a scheduled arrival date will be issued a refund.

Signature	Date
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Persons included in rental party:

1. _____ 2. _____ 3. _____ 4. _____
5. _____ 6. _____ 7. _____ 8. _____