

# Bass Lake Beach and Campground

A Unit of the Starke County Dept. of Parks and Recreation

## 2021 SEASONAL CAMPSITE LEASE AGREEMENT, WAIVER OF LIABILITY, RELEASE AND HOLD HARMLESS AGREEMENT

The Starke County Dept. of Parks and Recreation (“Owner”) and the undersigned campsite users (“Campers”) hereby enter into a seasonal rental agreement commencing on this \_\_\_\_\_ day of \_\_\_\_\_ 2021, and terminating at midnight on October 31, 2021, hereinafter sometimes called the rental term.

1. **Term.** Owner leases to Campers lot \_\_\_\_\_ in the Bass Lake Beach and Campground Starke County Park with lease termination at midnight of October 31, 2021. Campers understand that certain campground facilities for the beach are available only for summer use and will close for the season at midnight on Monday September 21, 2021.

2. **Site Use Fee.** Camper will pay \$2200.00 US per season as a campsite use fee, payable in three equal installments. Installment one (\$733.00) is due on or before March 1, 2021, Installment two (\$733.00) is due on or before June 1, 2021. The third and final installment (\$734.00) payment is due and payable on or before September 1, 2021. All camp site use fees shall be payable to the “Starke County Dept. of Parks and Recreation”, and delivered in person or by mail to the Auditor of Starke County, 53 E. Mound Street, Knox IN 46534, Tel: (574) 772-9101.

3. **Site.** Campers may park and use one (1) RV on the campsite, and in addition (1) licensed motor vehicle. Campers are responsible for maintaining their campsite in a neat and orderly condition, free from trash or clutter and to refrain from causing a nuisance of any kind detrimental to any other campers use and enjoyment of the facility. This lease is for campsite # \_\_\_\_\_.

4. **Use of Common Areas and Facilities.** All campers are entitled to use the common areas of the campground, including the bathhouse and are responsible for conducting themselves in an orderly manner in all such areas and to refrain from unreasonably disturbing, molesting or causing a nuisance to staff or other person using the campground or the park. Campers understand that the Bass Lake Beach and Campground (other than portions designated for ‘registered campers only’) is a public facility for the enjoyment of all and agree to conduct themselves accordingly. All campers will comply with all federal, state, and local laws while on the premises.

5. **Rules Subject to Change.** Campers understand that campground rules are subject to change at any time.

6. **No Sublease.** Subleasing of sites to non-signatory persons is strictly prohibited and is cause for summary lease cancellation. Overnight guests should register at the campground office and may be required to pay an overnight rental fee. Campers are responsible for the conduct of their guests.

7. **Pets.** Campers and their guest must keep all pets inside the Campers’ RV or other shelter at all times, unless fully controlled on a leash.

8. **Hookups, Boat Slips.** All RV campsites include electrical hookups and use of the sewage dumping station. Seasonal campers qualify for a \$100 credit toward boat slip rentals.

9. **Waiver.** The undersigned (collectively, “Camper”) recognize(s) that there are inherent risks

involved in camping and camping activities and programs. Camper understands that he/she/they have a duty to exercise reasonable care for Camper's own safety and the safety of those for whom Camper is responsible. In consideration for being permitted to rent a campsite, the undersigned agrees as described in sections 10 and 11 below (and elsewhere in this agreement).

10. **Camper RELEASES, WAIVES, DISCHARGES, and COVENANTS NOT TO SUE** the Released Parties or their directors, officers, agents, employees, and insurance carriers from any loss, damage, claim, or demand, whatsoever, including any such claims relating to injury or loss to the person or property of Camper or resulting in the death of Camper, caused by the negligence of any party other than the party other than by the negligence of the Release Party(es), while the Camper is in or upon the Campground and/or participating in any Campground activity.

11. **Hold Harmless.** Camper agrees to DEFEND, INDEMNIFY AND HOLD HARMLESS the Released Parties and their directors, officers, agents, employees, and insurance carriers from any and all loss, liability, damage, cost, or attorney fees, from any cause whatsoever, arising out of or allegedly arising out of the presence or actions or alleged actions of Camper in or upon the Campground, or in or around the RV. This includes but is not limited to any and all damages, loss, theft or destruction of any personal property or vehicle of Camper or his/her guests or invitees, or any damages to any person attributable in any way, or arising out of any actual or alleged defect in design or manufacture of the RV. This includes any claim or suit for any cause whatsoever for loss or injury to Camper or any third party invitees or guests of Camper while in or upon the Campground or in or around the RV, including any actual or alleged defect in the RV, or any loss or injury to any third party caused or allegedly caused by Camper's guests or invitees.

12. **Notification.** Camper shall promptly notify Campground of any and all accidents involving the RV or any damage caused to the RV. Camper shall provide full details concerning the damage or accident. Camper shall forward to Starke County Dept. of Parks and Recreation c/o the Auditor of Starke County, Indiana 53 E. Mound, Knox IN 46534 a copy of every Demand, Notice, Summons, or other Process received in connection with any and all claims, suits, or other legal proceedings resulting from any accident or damage involving their RV.

13. **Entire Agreement.** There are no oral agreements and this Agreement constitutes the entire agreement between the parties and shall be binding on their heirs, executors, administrators, and their legal representatives, successors, and assigns.

14. **Minors.** Each Camper executing this Agreement intends to be legally bound by this Agreement as well as to bind each and every minor attending with such Camper.

\_\_\_\_\_  
Date

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Camper

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Address

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Email

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Telephone number

Other Campers

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Starke County Dept. of Parks and Recreation – Bass Lake Campground Site Use Agreement 2021.04a