

Bass Lake Beach and Campground

A Unit of the Starke County Department of Parks and Recreation

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

This Seasonal Campsite Lease Agreement, Waiver of Liability, Release and Hold Harmless Agreement (this “**Lease**” or “**Agreement**”) is entered into and dated as of the _____ day of _____, 2023, (the” “**Execution Date**”), between the Starke County Department of Parks and Recreation (the “**Owner**”) and campsite users (the “**Camper(s)**”).

1. **Term.** Owner Lease to Camper _____, Lot Number __ (the “**Lot**”) in the Bass Lake Beach and Campground Starke County Park with lease termination at midnight of October 31, 2023. Campers understand that certain campground facilities are only available for use during the summer and facility use after this date is not permitted.

2. **Site Use Fee.** Campers shall pay Two Thousand Three Hundred Dollars (\$2,300.00) per season as a Campsite Usage Fee, payable in two equal installments: The First Installment shall be One Thousand One Hundred Fifty Dollars (\$1,150.00) due on or before April 1, 2023 and second installment shall be one Thousand One Hundred Fifty Dollars (\$1,150.00) due on or before July 1, 2023. All camp site user fees shall be payable to the “Starke County Department of Parks and Recreation,” and delivered in person or by mail to Starke Co. Parks Dept., 108 N. Pearl Street, Knox, IN 46534, telephone number: 574-772-9181.

(A) Any payment that received more than Seven (7) days after the date(s) stipulated in this Section 2, shall be subject to a Late Fee of Fifty Dollars (\$50.00). This Late Fee shall be in addition to any other remedy provided under this Agreement, and as permitted by Indiana law. All remedies set forth in this Agreement shall be cumulative.

(B) **Winter Storage Fee.** The Winter Storage Fee, if applicable, shall be in the amount of Three Hundred Dollars (\$300.00). Notwithstanding, Camper(s) shall be responsible for winterizing their units on or before October 31st. of each year that this Agreement is applicable. This Winter Storage Fee shall be in addition to the Site Use Fee.

3. **Site.** Campers shall be permitted to park and use one (1) recreational vehicle (RV) on the campsite. In addition, Camper shall be permitted to park one (1) licensed motor vehicle on their designated lot. No additional motor vehicles or recreational vehicles are allowed. Additional parking is allowed in the designated area only. Owner reserves the right to tow, at Camper’s expense, any additional vehicle not permitted on said lot. Campers are responsible for maintaining their lot 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. Campers shall not alter the site, including the addition of any permanent structures, storage trailers and outside store buildings without the written approval from Owner.

- (a) In addition to all other obligations arising under this Agreement, Camper shall also be responsible for mowing Camper's Lot and keeping the same in a clean and orderly condition, from time-to-time, up to the standards required by Owner, in the sole and absolute discretion of the Owner. Should Camper neglect to keep their grass mowed, weeds maintained, or otherwise keep their Lot in a clean and orderly manner (each, a "**nuisance**") Owner reserves the right to abate any such nuisance and charge the Camper a Fifty Dollar (\$50.00) fee for having to abate any nuisance on Camper's Lot. This Fifty Dollar (\$50.00) Fee shall be charged to the Camper each time the Owner abates any nuisance existing on the Camper's Lot.

4. **Surrender of the Premises.** Upon expiration of the Lease Term, Campers shall remove all personal property from the Lot and shall render said Lot in the same condition as of the date of this Lease. Specifically, Campers shall not remove any permanent structures, such as gravel or deck, when said Campers vacate said Lot. Campers shall have ten (10) days in order to remove their personal property. Items not removed from the Lot shall be stored by the Owner at the Camper's expense.

5. **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 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.

6. **No Sublease.** Subleasing of sites to non-signatory persons is strictly prohibited and is cause for summary lease cancellation.

7. **Overnight guests.** Overnights guests shall register at the campground office and may be required to pay an overnight rental fee. Campers are responsible for the conduct of their guests. Guests who are not staying the night must leave the campground by 11:00 p.m.

8. **Pets.** Campers and their guests must keep all pets inside the Camper's RV or other shelter at all times, unless fully controlled on a leash.

9. **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 said Camper

10. **Hookups/Boat Slip.** All RV campsites include electrical hookups and use of the sewage dumping station. Seasonal Campers qualify for a One Hundred Dollar (\$100.00) credit toward boat slip rentals.

11. **Non-Renewal.** Owner reserves the right of non-renewal of the Lease at the end of the season, in their sole and absolute discretion.

12. **Waiver.** The undersigned (collectively, “**Campers**”) recognize that there are inherent risks involved in camping and camping activities and programs. Campers understand that he/she/they have a duty to exercise reasonable care for Camper’s own safety and safety of those for whom Campers are responsible. In consideration for being permitted to rent a campsite, the undersigned agrees as describe in Section fifteen (15) and sixteen (16) below (and elsewhere in this agreement).

13. **Restrictions.** There shall be NO Fireworks on said Lot. Campers hereby acknowledge that the setting off of fireworks shall cause an automatic termination of this Lease and immediate removal of personal property from the Lot.

14. **Camper RELEASES, WAIVES, DISCHARGES, and COVENANTS NOT TO SUE** the Owner 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, whether caused by the negligence of any Owner or otherwise while the Camper is in or upon the Campground and/or participating in any Campground activity.

15. **Hold Harmless.** Camper agrees to DEFEND, INDEMNIFY AND HOLD HARMLESS the Owner 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 allege 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 effect 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.

16. **Default.** Should Camper default in fulfilling any obligation under this Lease, including timely payment of the Site Use Fee, Owner shall have the option of declaring a breach under this Lease and availing itself of all available remedies in law or equity. In any instance of a breach, Owner shall provide written notice of said breach at the address listed at the end of this Lease for the Camper and give Camper Fourteen (14) days from the written notice date to remove its property from the Campsite. After the Fourteen (14) days have elapsed, Owner shall be permitted to have any and all personal property removed from the Campsite, at the Camper’s expense, and Owner shall have no further liability thereunder to the Camper.

17. **Notification.** Campers 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 Department of Parks and Recreation, c/o the Auditor of Starke County, 53 E. Mound Street, Knox IN, 46534, a copy of every Demand, Notice, Summons, or other Process received in connection with any and all claims, suites, or other legal proceedings resulting from any accident or damage involving the RV.

18. **Attorney Fees.** If either Owner or Camper institutes any action or proceeding against the other party, or party's Affiliates, relating to the provisions of this Lease or any default hereunder beyond any applicable notice and cure periods, the non-prevailing party in such action or proceeding shall reimburse the prevailing party in a final, non-appealable judgement for the reasonable expenses of attorneys' fees and all costs and disbursements incurred therein by the prevailing party, including, without limitation, any such fees, costs or disbursements incurred on any appeal from such action or proceeding. The prevailing party shall recover all such fees, costs or disbursements as costs taxable by the court in the action or proceeding itself without the necessity for a cross action by the prevailing party. In addition to the foregoing award of attorneys' fees, costs and disbursements to the prevailing party, the prevailing party shall be entitled to its reasonable attorneys' fees, costs and disbursements in any post judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the Termination date.

19. **Governing Law.** This Lease shall be governed and construed in accordance with the laws of the State of Indiana. EACH PARTY HERETO AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE TRIED AND LITIGATED IN THE SUPERIOR OR CIRCUIT COURT LOCATED IN **STARKE** COUNTY, INDIANA. Each party waives any rights to ask for a change of venue.

20. **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.

21. **Severability.** If any provision of the Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease, and all such other provisions shall remain in full force and effect. It is the intention of the parties hereto that, if any provision of this Lease is capable to two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning that renders it valid.

IN WITNESS WHEREOF, the Parties have caused this Lease Agreement to be executed
as of _____, _____.

CAMPER:

Printed Name: _____

Address: _____

Cell Phone Number: _____

Email Address: _____

OTHER CAMPERS:

Signature Printed Date

Signature Printed Date

Signature Printed Date

Signature Printed Date

OWNER:
STARKE COUNTY DEPARTMENT OF PARKS AND RECREATION

By: _____

PRINTED: _____

Please return signed **duplicate** pages **one** and **five** only with your payment to:

Starke County Parks Dept.
108 N. Pearl St.
Knox, IN 46534

Should you have any questions please call the office at 574-772-9181.