

CITY OF CARLYLE CAMPGROUND LEASE AGREEMENT
FOR JUNE 9, 2017 THRU JUNE 11, 2017

CITY OF CARLYLE CAMPING LEASE AGREEMENT ("Agreement") made between City of Carlyle, which owns and operates the campground located at the City Park, hereinafter referred to as City of Carlyle ("City") and _____ of _____ hereinafter referred to as ("Camper").

OFFER OF LEASE: City offers to lease to Camper a campsite, hereinafter defined according to terms and conditions set forth hereunder. By conditions of this Agreement, Camper further agrees to be bound by the Campground rules and regulations set forth in this Agreement and assumes responsibility for adherence to those rules by family members and guests.

TERM: The lease term shall commence on June 9, 2017 with check-in at 3:00 P.M., and end on June 11, 2017 at 7:00 P.M.

CAMPGROUND: Tent camping will be permitted in Carlyle City Park in designated areas. Designated areas to be determined by the City of Carlyle. Camping is prohibited in any other area.

CAMPSITE: City leases to Camper, campsite number _____. Camper shall not have rights to occupy any part of the campground not specifically designated as available to Camper by this Agreement.

CAMPSITE RENTAL FEE: The campsite rental fee shall be \$20.00 per night with a minimum two-night stay, payable to the City of Carlyle upon assignment of a campsite.

SUBLETS AND ASSIGNMENTS: The rights and obligations contained within this Agreement may NOT be assigned by the Camper for any reason, nor shall the Camper sublet its campsite at any time or for any reason.

RIGHT TO EXPEL/RULES AND REGULATIONS: Camper, including family and guests shall not damage or destroy the property of the campground, and/or property of other Campers, or their family or guests, and shall not do any damage to the property of the City of Carlyle. In addition, Campers shall not engage in any activity, or

permit their family or guests to engage in any activity which is dangerous and or in any way jeopardizes the safety of other Campers or their property. Campers agree to the following rules and regulations: No loud music; No fireworks; No swimming in any ponds or lakes; No swimming in the City pool during closed hours; No RV's; No alcohol in glass containers; No pets; Campers, visitors, and guests shall not park vehicle on any campsite; No individual campfires; Quiet time from midnight to 7:00 A. M. City reserves the right to immediately terminate Camper Agreements, revoke any and all Camper privileges, and expel any and all Campers, their families and there guests for engaging in prohibited activities.

GUESTS: A Camper family shall consist of adult(s) who have signed the Agreement and their spouses and dependent children up to 18 years of age. Adult children of Campers who have not signed this Agreement are considered guests. Any individual(s) who enter the campground for the purpose of visiting a Camper shall also be considered a guest of the Camper. Camper families and Camper guests shall be bound to all terms, obligations, and responsibilities and restrictions contained within this Agreement and associated Campground rules and regulations; including but not limited to terms related to the assumptions of risk and obligations to indemnify City against loss. Camper is wholly and completely responsible for the conduct, actions and activity of camper family and guests and all such conduct, actions and activities shall be considered as having been performed by the Camper. It is further agreed; that dependent children under 18 years of age are not allowed to occupy a campsite overnight without a parent present. The maximum number of guests per site is limited to 6 unless otherwise permitted by City. Guests will not be allowed to place a trailer, camper or RV on campsite and no guest will be permitted to occupy a camping unit without the tenant present, unless that guest has been approved by City.

TREES/GREENERY: Camper is prohibited from cutting and/or trimming any tree or tree limbs, and/or removing any shrubs or greenery.

GARBAGE/REFUSE: Camper is responsible for garbage and refuse disposal. City will make available a dumpster for disposal of household waste generated at the campsite only. Items such as furnishings, appliances, lawn furniture (including plastic and folding chairs), boat taps, demolition/construction materials, carpeting, fish guts, lead acid

batteries, paint and hazardous chemicals are NOT permitted in the dumpsters.

TENT CAMPING: All camping units must be in the form of removable tents and must be well maintained.

TERMINATION BY CITY: Agreement may be terminated by City at its sole discretion at any time in the event the Camper fails to pay rental fee, or violates any other of the terms of this agreement, including any Campground rules and regulations. Upon termination of the Agreement, Camper shall immediately remove all property from the campsite and campground.

RELEASE AND WAIVER OF LIABILITY: Camper for themselves, family and guests hereby release, waive, discharge City, its owners, employees, contractors, relative or associates, from all liability to the undersigned, their families, and guests and, assigns, heirs, and next of kin, for any and all loss or damage, and any claim for demands in consideration of being permitted to enter and use the campground.

INDEMNIFICATION: Camper, and/or family and guests shall defend, indemnify and hold City, its owners, managers, agents, contractors, and employees, harmless from and against action of any kind, including any damage or injury to person or property, amounts of any judgments, penalties, interests, court costs and legal expense, including but not limited to attorney's fees and costs of legal assistants, incurred by City in defense of same, arising in favor of any party or account of claims, liens, debts, personal injury or death or damages to property, and all other claims or demands of every character occurring or in any way incident to, in connection with or arising out of the conduct of Camper, Camper family and/or Camper guest.

PHYSICAL DAMAGE: City shall not be deemed responsible for any loss or damage to Camper property on or at the campground that is not directly attributable to negligence on the part of City. Additionally, City and its owners, employees, associates, and agents are not responsible for damage, vandalism or theft of Camper property and/or personal possessions at the campground, or damage or loss as a result of Acts of God. Specifically, Camper agrees and acknowledges that Camper assumes absolute responsibility for any and all damage, loss, injury or death that may result from trees which may fall at the campground.

ACKNOWLEDGEMENTS: CAMPER ACKNOWLEDGES AND AGREES THAT BY SIGNING THIS AGREEMENT WHICH CONTAINS A RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY CLAUSES, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT THEY HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO THEM AND INTEND THEIR SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST ALLOWED BY THEREFORE ON THE ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN THE DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE OCCUPANCY AND OR USE OF THE CAMPGROUND.

DISCLOSURES/DISCLAIMERS: City shall immediately exercise its right to terminate this agreement and expel Campers and for violations which it deems to be serve, dangerous, irreconcilable, and/or inconsistent with a friendly and cooperative family campground. No refund of campsite rental fee will be returned to Camper.

GENERAL: Each and every term, covenant and agreement herein contained shall be deemed a condition hereof. No oral agreements have been entered into, and this Agreement shall not be modified unless such modification is reduced to writing. Waiver of any breach of any term or condition of this Agreement shall not constitute a waiver of subsequent breaches. The invalidity or partial invalidity of any provision of this Agreement shall not render the remainder of the Agreement invalid or unenforceable. Time is of the essence in this Agreement and each provision herein contained. Words used in the singular shall include the plural, and vice versa, where the context requires. The breach of any of the covenants or terms of this Agreement shall be deemed to be a material and total breach of this entire Agreement and shall give rise to all right of termination. This Agreement shall be binding upon and shall inure to the benefit of the heirs, administrators, successors and assigns of all the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder.

I, the undersigned, hereby agree to be bound by the terms, conditions and obligations of this Agreement dated on _____, 2017. I further acknowledge and understand that my failure to abide by the

terms and conditions of this Agreement could result in the termination of this Agreement by City.

Signatures of Lessees (Campers):

Printed Name

Signatures of Lessees (Campers):

Printed Name

Signatures of Lessees (Campers):

Printed Name

Signature of Lessor (City):

CITY OF CARLYLE

By: _____

Title: _____