

Revised 4/2018

**CITY OF CARLINVILLE**  
**CAMPSITE LEASE**

This agreement made by and between the CITY OF CARLINVILLE, ILLINOIS, hereinafter referred to as **LESSOR** and \_\_\_\_\_ hereinafter referred to as **LESSEE**, on this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

WHEREAS, Lessor desires to lease the following described real estate (hereinafter referred to as premises):

**CAMPSITE LOT # \_\_\_\_\_**

The premise covered by this lease does not include any buildings or improvements located on the above-described real estate.

THEREFORE, It Is Mutually Agreed as Follows:

1. Lessor shall lease to Lessee the above premises for a term beginning on April 1, 20\_\_\_\_\_ and ending on October 31, 20\_\_\_\_\_.
2. During the term of this lease, Lessee shall pay to Lessor rent as follows: **NINE HUNDRED FIFTY (\$950.00) for sites with less than 50 amp electrical service and ONE THOUSAND ONE HUNDRED (\$1100.00) for sites with 50 amps or greater electrical service.** *All rent shall be paid in advance of the period covered by the rent. The time of each and every payment of rent is of the essence of the lease.*
3. Lessee has examined and knows the condition of the premises, and acknowledges that no representations as to the condition and repair thereof have been made by Lessor, prior to or at the execution of this lease, that are not herein contained. Lessee understands that this lease does not include any buildings or improvements or personal property on the above-described real estate.
4. The leased campsite shall only be used for recreational camping.
5. The Lessee shall own any recreational camper or recreational vehicle placed on the premises. Lessee shall produce the title or other written proof of ownership and written proof of adequate insurance covering damages to the same prior to signing this lease and thereafter upon demand of Lessor. The recreational camper must be

in good repair, all windows, doors, covers and operational equipment must be intact and operational.

6. Lessee shall remove any recreational camper or recreational vehicle and any personal property on the premises upon the termination of this Lease Agreement. Failure to so remove the same will result in the abandonment of the same to the City of Carlinville, who shall immediately thereafter have the right to the possession of the same, to do with as they see fit to do.
7. Lessee shall comply with all applicable laws, rules, regulations and ordinances now in effect or hereinafter enacted.
8. Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any license to use the premises or any part thereof.
9. Lessee, at Lessee's expense, will keep the premises in good repair. Upon the termination of this lease, in any way, Lessee will yield up the premises to Lessor, in good condition and repair. If Lessee fails to yield up immediately possession of the premises on termination of this lease, Lessee shall pay Lessor the sum of **twenty (\$20.00) dollars** for each day Lessee continues to occupy the premises.
10. Lessor, Lessor's agent, and any other person authorized by the same shall at any time have the right of free access during the term to inspect, repair, alter, or exhibit the premises. Lessee shall pay Lessor **one hundred dollars (\$100.00)** liquidated damages for each interference with the right set forth in this paragraph.
11. In the event that Lessee breaches this lease by failing to make any of the payments or to perform any of the agreements as required herein, it shall be lawful for Lessor, at any time thereafter, at Lessor's election, to declare said term ended and re-enter the premises or any part thereof, with or without process of law, and remove Lessee and any other person occupying the same without prejudice to any remedies which might otherwise be used for arrearages in rent or other breaches of this lease.
12. If Lessor's right of re-entry is exercised following eviction and/or abandonment of the premises by Lessee, then Lessor may consider any property belonging to Lessee left on the premises to have been abandoned, in which case, the same shall become the property of Lessor and Lessor may dispose of all such property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so to the fullest extent permitted by law.
13. The Lessees shall be jointly and severally liable for all obligations of this lease.
14. No more than one (1) tent may be placed on the premises at any time. Only one freezer, refrigerator or any combination is permitted on the leased site and must be kept inside the dwelling.
15. All recreational campers and recreational vehicles shall be positioned in a direction so that the hook-up is accessible for emergency pull out. Electric and water hook-ups must be physically disconnected and all external furniture must be stored when premises are not in use to prevent wind damage to other units. Lessee shall be responsible for the maintenance of the premises.

16. Lessee and Lessee's guests are responsible to follow the posted speed limit at all times. Golf Carts are permitted, but must be registered with campground office, and operators must be 16 years of age.
17. No "Gray" or "Black" water discharge will be allowed at any time.
18. Lessees shall abide by the following rules:
  - a. Firewood must be neatly stored off the ground and adjacent to the recreational camper or recreational vehicle.
  - b. Waste materials must be kept clear of the premises and deposited into the dumpsters or trash receptacles provided.
  - c. Air conditioners and heaters must be turned off when the premises are unoccupied for more than 24 hours.
  - d. No permanent structures are permitted. Floating decks (deck or patio placed on top of rock surface) are permitted. Material to be used for deck can include: treated lumber, concrete/block pavers and Trex type material. Deck can be no longer than length of RV/Trailer and no wider/deep than 8 ft. Your deck size can include a combination of materials listed above. All floating decks must be removed at end of season unless paying winter storage fee. Steps on top of floating deck are permitted to access your RV/Trailer. Lake Manager must approve all floating decks, and a plan must be on file for all approved floating decks.
  - e. No telephone service is allowed to be hard-wire connected to any premises except the office.
  - f. Noise loud enough to disturb other campers after 10:00 p.m. is not permitted.
  - g. Public intoxication, indecent behavior, and wanton disregard to public safety are prohibited and may be subject to criminal prosecution. Lessees are responsible for the behavior of their guests.
19. Lessee will pay and discharge all reasonable costs, attorney's fees and expenses that may be incurred by Lessor in enforcing the covenants and agreements herein contained in this lease.
20. To the fullest extent permitted by law, Lessee agrees to indemnify and hold the Lessor harmless (including reasonable attorney's fees) from any and all claims, demands, causes of action, liability, damages and fines of whatever nature, arising out of or in any manner connected with any act or omission of Lessee regarding the aforesaid premises and contents.
21. In the event that any court of competent jurisdiction holds any provisions or portions thereof of this agreement unenforceable or invalid, the validity and enforceability of the remaining provisions or portions thereof shall not be affected thereby.
22. All notices may be served on the parties at the address following their signatures. The mailing of the notices to such parties at such addresses, with postage properly prepaid, shall be sufficient service.

23. This lease shall be binding upon and inure to the benefit of the parties hereto their heirs, executors, administrators, successors and assigns.

24. Lessor may cancel this lease by delivering at least 14 days in advance of the cancellation date, a written notice to Lessee of Lessor's intent to cancel this lease upon a stated date. In the event such a notice is delivered as required herein, this lease shall terminate upon the cancellation date noted therein and Lessee shall receive a refund of any unearned rent based upon the cancellation date less any monies due the Lessor.

**IN WITNESS WHEREOF**, the undersigned have signed this Lease on the above date.

**LESSOR:**

CITY OF CARLINVILLE, ILLINOIS

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
It's Authorized Agent

**LESSEE:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone Number