



CAMPSITE#/CABIN: _____

Dock# _____

TENANT: _____

TENANT PHONE: _____

TERM DATE: _____

Clark County Park District
20482 N. Park Entrance Road, Marshall, IL 62441

MILL CREEK PARK AND LAKE CAMPGROUND

**LEASE AGREEMENT
(Campsite / Cabin / Storage / Docks)**

This Agreement is made and entered into on this _____ day of _____, 20____, by and between Clark County Park District (hereinafter referred to as "District") and _____ (hereinafter referred to as "Tenant").

WHEREAS, District is the owner of the Campground.

WHEREAS, District and Tenant enter into this Lease Agreement to have Tenant lease the Property from the District; and

WHEREAS, parties desire to define their relationship according to the terms and conditions of this Lease Agreement.

DEFINITIONS

"Campground" means the property known as Mill Creek Park and Lake Campground located at 20482 N. Park Entrance Road, Marshall, Illinois.

"Docks" means the rental docks located at the Mill Creek Park Lake located at 20482 N. Park Entrance Road, Marshall, Illinois.

"District" means the Clark County Park District, its Board of Commissioners, its Director, employees, attorneys or anyone authorized to act on its behalf or at its direction.

"Parties" means the parties to this Lease Agreement.

"Property" means the campsite, cabin and/or dock assigned by the District, which is located in the Campground.

"Rules" means the rules and regulations attached hereto as EXHIBIT A and any other rules or statements posted by District as may be amended from time to time.

"Tenant" means _____, his/her family members staying on the Property as listed on page 10 and any authorized guest who has been approved by District.

"Guest(s)" means any other person not listed on page 10 of this Lease Agreement.

"Tenant's Property" means Tenant's camper, trailer, tent, boat, golf cart, ATV or any other personal property located on the Property.

"Watercraft" means Watercraft means every description of watercraft used or capable of being used as a means of transportation on water.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Lease of the Property. District hereby agrees to lease the Property to Tenant.
2. Term. The term of this Lease Agreement is (check appropriate box):

Campsite

Monthly – To begin _____. A \$25 deposit is required on each month you reserve at the time of reservation. Payment is due in full on the 1st of each month of occupancy plus electric usage charge. The monthly electric will be due the 1st of each month and balance due upon departure. A valid credit card is to be on file. Failure to pay electric or other charges by the 5th of

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the month will permit the Park the right to charge your card on file for the amount due. *Honoring First Right of Refusal to the last registrant.

In-District rate \$310.00 Out-of-District rate: \$340.00

Seasonal (7-Month) –Reservations are available for these sites on a 7-month seasonal rent from April 1st to October 31st each year. A \$25 deposit is required. Payment is due in full by March 1st of the reservation year. Tenant shall pay electric usage charges on the 1st of each month. A valid credit card is to be on file. Failure to pay electric or other charges by the 5th of the month will permit the Park the right to charge your card on file for the amount due. * Honoring First Right of Refusal to the last registrant.

In-District rate \$1,950.00 Out-of-District rate: \$2,150.00

Weekly – A \$25 deposit is required. A valid credit card is to be on file. Tenant pays electric upon departure. Failure to pay electric or other charges upon departure will permit the Park the right to charge your card on file for the amount due.

In-District rate \$125.00 Out-of-District rate: \$145.00

Daily (Weekday – Sunday-Wednesday) – A deposit of the first night of the reservation is required at the time the reservation is made, with the balance due upon arrival.

In-District rate \$22.00 Out-of-District rate: \$25.00

Daily (Weekend – Thursday-Saturday) – A deposit of the first night of the reservation is required at the time the reservation is made, with the balance due upon arrival.

In-District rate \$25.00 Out-of-District rate: \$28.00

Holiday Reservations (Memorial Day, 4th of July and Labor Day Weekend) – All holiday reservations must be paid in full at the time the reservation is made. There is a three (3) night minimum (Friday, Saturday and Sunday) and no weekday discounts will apply. Tenant may reserve their reservation for the following year at time of stay or checkout. *This is Tenant's FIRST RIGHT OF REFUSAL.*

In-District rate \$84.00 total Out-of-District rate: \$90.00 total

Cabins. A deposit of the first night of the reservation is required at the time the reservation is made. The balance of the reservation will be due on the first night of occupancy as indicated by the reservation. A valid credit card is to be on file. All charges left after checkout and/or damages will be charged to the credit card. In addition to the rates listed below, a 5.64% IDR Hotel Tax will be added. Cabin reservation fees are non-refundable. Off Season Cabin rates are November 01st – March 31st. ** Honoring First Right of Refusal.

Old Cabin – Upper Level (Capacity 9 people).

In season daily \$130.00 Off season daily \$104.00

In season weekly \$780.00 Off season weekly \$600.00

Old Cabin – Lower Level (Capacity 6 people).

In season daily \$130.00 Off season daily \$104.00

In season weekly \$780.00 Off season weekly \$600.00

New Cabin – Upper Level (Capacity 2 people).

In season daily \$65.00 Off season daily \$52.00

In season weekly \$390.00 Off season weekly \$320.00

New Cabin – Ground Level (Capacity 6 people).

In season daily \$110.00 Off season daily \$88.00

In season weekly \$660.00 Off season weekly \$528.00

New Cabin – Lower Level (Capacity 6 people).

In season daily \$110.00 Off season daily \$88.00

In season weekly \$660.00 Off season weekly \$528.00

Launch Cabin – (Capacity 7 people).

In season daily \$110.00

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- In season weekly \$660.00
- Hickory Cabin** – (Capacity 2-4 people).
 - In season daily \$50.00
 - In season weekly \$300.00
- Storage.** Tenant may leave Tenant’s camper, trailer or boat on Property while not occupying or using the rest of the campground’s facilities. Any of Tenant’s Property that is stored on the Property at this time period is being stored at the sole risk of the Tenant. District is not responsible, nor liable for any of Tenant’s Property that is lost, stolen or damaged in anyway. It is the sole responsibility of the Tenant to winterize their own campers and trailers. All water hoses must be removed from the water line at the completion of the season. (October 15)
 - Monthly. \$30.00 per unit
 - Six months. \$150.00 per unit.
 - Annual. \$300 per unit.
- Docks.** All dock rentals require a \$25.00 deposit at time of the reservation, with balance due at time of arrival along with a credit card for damage deposit and Fuel Charges (In certain instances the annual fee may be applied to three consecutive monthly payments). Annual dock rentals are available on a 1-year lease from April 1st to March 31st of the following year. Payment is due in full by March 1st of each year. Daily dock rentals are due at time of rental. No refunds are issued for Dock Rentals. ** First Right of Refusal applies to all annual dock Rentals. Boat slip and proof of insurance is required for all watercraft being docked at any time.

- Daily Oversized Dock.** \$12.00
- Daily Fuel Dock.** \$12.00
- Daily Rental Dock.** \$6.00
- Annual In-District.** \$325.00
- Annual Out-of-District.** \$375.00
- Annual In-District Oversized Dock.** \$450.00
- Annual Out-of-District Oversized Dock.** \$550.00
- Annual In-District Fuel Dock.** \$550.00, plus electric
- Annual Out-of-District Fuel Dock.** \$650.00, plus electric.

3. Right of First Refusal. So long as Tenant is current on all amounts owed to the Clark County Park District and makes the appropriate deposit on or before the last day of Tenant’s current rental period, Tenant has the first right to reserve that campsite for the following year on the same dates. If Tenant is not current on all amounts due or does not make the reservation by Tenant’s final day of the current rental period, Tenant will have no priority.

4. Lease Payment. Tenant promises and agrees to pay District \$_____ as rent for using and occupying the Property during the Term of this Lease Agreement.

5. Deposit. At the time of the execution of this Lease Agreement, Tenant has deposited with the District the sum of \$_____, the receipt of which is hereby acknowledged as a Deposit, which is to be held by District as a guarantee for the full and faithful performance by Tenant of all the Terms and Conditions of this Lease Agreement. This Deposit shall be credited to Tenant’s balance at the termination of this Lease Agreement if Tenant’s obligations under this Lease Agreement have been performed to the satisfaction of the District.

6. Balances. Individuals with balances due on their account will not be allowed to accrue further debt with the Clark County Park District until balances are PAID IN FULL. Valid Credit Cards on file will be charged outstanding balances. Failure to keep a valid credit card on file may run the risk of further fees, and collection procedures.

7. Electric Usage. Tenants with longer than daily or holiday leases, are responsible for electric usage charges. Tenants shall pay monthly electric usage bills by the first of each month if Tenant is on a monthly or annual Lease. Tenants on a weekly lease shall pay the electric usage charge at check out.

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8. Cancellation and changes of reservations. Cancellation of reservations at least one (1) week prior to the first day of the site occupancy will result in a forfeit of the first night fee except Holiday Weekends. Any cancellation less than one (1) week prior to the first night of the site occupancy will result in NO refund. No-show reservations and Holiday reservations are non-refundable. District reserves the right to make adjustments to the refund/retention guidelines, at the discretion of the Executive Director or its designee, in the case of unusual circumstances which necessitate a reservation cancellation.

9. Delay of Delivery and Possession. In the event possession cannot be delivered to Tenant on commencement of the Lease term, through no fault of District, there shall be no liability on District, but the rental herein provided shall abate until possession is given. District shall have ten (10) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the Property and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of District, then this Lease and all rights hereunder shall be at an end.

10. Use of Property. The Property will be used by the Tenant as a single-family residence only and for uses normally incident to such residence and for no other purpose. Tenant may not use the Property for business purposes or allow others to use the Property without Tenant present. District reserves the right to move Tenant's Property at any time without prior notice to Tenant. This right would be implemented only in an emergency situation, such as fire, or for non-payment of rent.

11. Guests. Tenant must be present at all times during guest's stay at the Property. There will be no exceptions to this rule. At no time can the amount of guests plus the amount of Tenants exceed any occupancy capacity listed herein or contained within the Campground Rules. District reserves the right to evict guests at any time. All overnight guests must register with the Gatehouse.

12. Alterations to Property. All alterations, changes, and improvements to be built, constructed, or placed on the Property by Tenant with the exception of fixtures removable without damage to the Property and movable personal property, shall be approved in writing by the District prior to being placed on the property. Unless otherwise provided by written agreement between Tenant and District, anything that remains on the Property at the expiration of this Lease shall be the property of District.

13. Waste and Maintenance of Property. Tenant shall not suffer nor commit any waste or hazardous materials on or about the Property and shall keep the Property in a clean, slightly condition and shall leave Property in the same manner and condition as Tenant received Property. Tenant will throughout the term of this Lease Agreement and any renewals or extensions of it, at Tenant's own time, expense and risk, maintain the Property (e.g. fireplace, fire pit, fire ring, porch, patio, lawn, landscaping, trash, etc.) and keep the Property in good order, appearance and condition. Tenant shall inform District about any tree limbs or other issues that become dangerous or pose a threat to any structures on the Property to allow District to remedy the issue. If District is unable or decides it is unsafe to remove any issue because of the tenant's camper, trailer, boat or other property of Tenant that the District decides must be removed will become the expense and responsibility of Tenant unless Tenant moves their property so that the tree, limb or other like issue can be disposed of safely by District.

14. Failure to Maintain Property. If Tenant fails to perform its obligations to maintain the Property within a reasonable time after written notice from the District of the need for repair, improvement or maintenance, District may enter the Property and make the repair or improvement or perform the maintenance or District may have the repair, improvement or maintenance repaired by another. In either event, Tenant will be responsible to reimburse District for the cost of such repair, improvement or maintenance.

15. Animals. Tenant shall keep no domestic or other animals, birds, fish, or reptiles on or about the Property without the written consent of District. Such permission, if granted, shall be revocable by District at any time. In no event shall any pet be permitted in any grass, garden plot or lawn area unless carried or leashed. If Tenant has a pet or pets without the permission of the District, Tenant will face immediate eviction, and all rent due for the balance of this lease shall become immediately due and payable.

16. Storage of Personal Property. During the term of this Lease Agreement, Tenant shall be entitled to store Tenant's Property on the Property. Storage of Tenant's Property shall be stored at the sole risk of the Tenant. District is neither responsible, nor liable if Tenant's Property is lost, stolen or damaged in any way.

17. Surrender of Property. At the expiration of the Lease Term, Tenant shall quit and surrender the Property in as good state and condition as they were at the commencement of this Lease, reasonable use and wear thereof and damages by the elements excepted.

18. Abandonment of Tenant's Property. If at any time, Tenant abandons Tenant's Property, District shall have the right, without notice, to store or otherwise dispose of Tenant's Property and Tenant's expense.

19. Rules. Tenant will observe the Rules at all times. Tenant is responsible for informing Tenant's guests, invitees and family members of the Rules. Violations may result in cancellation of reservation with no refund/credit.

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20. Damage to District's Property. Tenant is responsible for any and all damage or loss caused by Tenant to Property. This includes attorney's fees, any claims as well as to waive any technicalities.

21. Acts or Omissions Constituting Tenant's Default. The following is a non-exhaustive list of events that shall be deemed to be events of default by Tenant under this Lease Agreement:

- (a) Tenant's failure to pay rent in accordance with the terms of this Lease Agreement;
- (b) Tenant's failure to perform or comply with any term or condition of this Lease Agreement;
- (c) Tenant's failure to comply with Campground/Park District Rules and Regulations.

22. District Remedies for Default. In the event of default by Tenant, District shall have the option to terminate this Lease Agreement immediately.

23. Release. Tenant hereby agrees that District shall not in any event be liable to Tenant for any claims, losses or damages of any nature, unless specified in this Lease Agreement, arising at any time, from any cause whatsoever, whether in tort, contract, warranty, strict liability, by operation of law, or otherwise, even if as a result of District's negligence or fault, connected with Tenant's use or occupancy of the property or campground.

24. Indemnification. Tenant shall defend, indemnify and hold harmless District from any third-party claim, loss or damage resulting from this Lease Agreement or arising out of Tenant's use or occupancy of the Property or the campground.

25. Limitations of Remedies. Tenant agrees that the sole remedies for any claim, loss or damage resulting from or arising out of this Lease Agreement or out of Tenant's use or occupancy of the Property or the Campground shall be limited to the total amount of lease payments Tenant paid to District under this Lease Agreement.

26. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants hereto, and all covenants are to be construed as conditions of this lease.

27. Joint and Several Liability. All covenants and agreements of Tenants leasing the Property from District shall be joint and several, including but not limited to the obligations to pay rent to District, regardless of whether all Tenant's occupying the Property have executed this Lease or any other lease with District.

28. Severability. Wherever possible each provision of this Lease Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this lease agreement.

29. Notices. All notices required under this Lease Agreement shall be in writing and shall be effective when mailed by certified mail, return receipt requested or when delivered personally to District at 20482 N. Park Entrance Road, Marshall, IL 62441, and to Tenant personally at the Property or at the address listed on the last page of this Agreement.

30. Attorney's fees and costs. If any action of law or equity becomes necessary to enforce or interpret any term or condition of this Lease Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and necessary disbursements (including but not limited to, expert witness fees

31. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

32. Venue/Jurisdiction. Any action arising out of or relating to this Lease Agreement shall be brought and arise in Clark County, Illinois. The Parties hereby submit to the exclusive jurisdiction of Clark County, Illinois.

33. Modifications. This Lease Agreement cannot be altered, changed or modified except in writing executed by each party and the provisions of this Lease Agreement may not be waived by the Parties unless that waiver is expressed in writing and signed by each of the Parties.

34. Waiver. Waiver by either party of any breach of any provision of this Lease Agreement shall not be deemed to be a waiver of any other breach of said provision or any other provision of this Lease Agreement.

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35. Assignment. This Lease Agreement may not be sold, assigned, subleased, or transferred by Tenant.

36. Alternative Dispute Resolution. In the event of any controversy between the Parties involving the construction or application of any of the terms or conditions of this Lease Agreement or involving the performance or lack of performance of any of the terms or conditions of this Lease Agreement, the parties shall use their best efforts to resolve such controversy by exchanging relevant information and negotiating in good faith.

Campsite# _____ Trailer, Camper, Tent _____

Dock# _____ Storage # _____

Tenant/Tenant's Name: _____

Address: _____

Phone: _____ E-mail: _____

Names of persons staying on Property:

Adult #1 _____

Adult #2 _____

Child under 18 years old: _____

Child under 18 years old: _____

Child under 18 years old: _____

Child under 18 years old: _____

Please list all watercraft Owned by Lessee that will be docked.

Description	Annual Number	State Registration Number(s)
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CAMPSITE#/CABIN: _____
Dock# _____
TENANT: _____
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Camping Rules/Regulations

- a. Campsite registrant must be 18 years of age.
- b. All camping units (other than tents) and vehicles, must be legally registered and display a current, valid license plate always.
- c. Units must be parked on stone pad provided.
- d. No driving through the grass.
- e. Fire rings remain on the gravel. Removing from a site will result in a damage fee.
- f. All trash must be disposed of in designated containers.
- g. Water hoses must be disconnected on mowing days.
- h. Washing campers or boats is allowed. Fee is \$10.00 per unit.
- i. Weekday check out is 12pm. (noon) Holidays, Sundays and Monday checkout time is 4pm.
- j. Two campsites per customer only.
- k. Each site is the designated area between numbered electric/site posts.
- l. Only 2 vehicles parked at a site. Additional parking is available at the soccer field or boat Launch overflow.
- m. One small tent and/or one large tent for meals or entertaining purposes at campsite with RV. Additional small tents will be charged a \$10 a night fee.
- n. Quiet Hours are from 11 pm – 7 am. Disruptive campers and or guests may be asked to vacate the campground without reimbursement. The registrant is responsible for the conduct and behavior of their family and guests.
- o. “Keggers” are not allowed anywhere. Legal drinking age is 21.
- p. Satellite dishes and power cords must remain within the impact zone of the campsite.
- q. Observe and obey speed limit signs throughout the Park.
- r. Violations of any State law may be cause for eviction. No refunds will be granted.
- s. Parents are responsible for children at all times.
- t. Dumping waste or gray water onto the ground is prohibited.
- u. Gray and Black water only may be dumped down the Park dump station.
- v. Every person using a campsite or facility in the Park shall always maintain it in a clean and sanitary condition.
- w. Pets must be kept on a leash and are not permitted in the restrooms or shower house.
- x. All pet litter must be cleaned up. Failure to do so will result in possible eviction without refund.
- y. Golf Carts must obey speed limits throughout the Park and require a Permit Sticker, No charge for Handicap Permit
- z. Cycles, Skateboards and motorized scooters are prohibited from dusk till dawn
- aa. Fireworks are prohibited as well as Concealed Carry
- bb. State and Federal Laws Apply

If the police are called by the District or another camper, due to disruptive behavior, you will be asked to leave immediately, this includes Seasonal campers with agreements becoming void. There will be no refunds to any person in this situation.

Cabins Rules and Information

1. Check-in time is 3pm; Check out time is 10am
2. Quiet time is 11pm
3. No pets are allowed in cabins except for Cabins #6 and #7
4. No smoking is allowed inside cabins
5. Absolutely no tents or campers will be allowed at the cabins, however, “event” tents are allowed on the grounds and a Mill Creek Park supervisory fee of \$50.00 per tent will be assessed.
6. Parking on the lawns is NOT allowed and fines will be issued
7. A credit card on file is required at the time the reservation is made
8. The first night deposit is to be paid at time of reservation. Remaining balance is to be paid in full at time of check in
9. Notifications of Cancellations must be received two weeks prior to reservation to receive a credit/refund
10. Mill Creek Park does NOT provide Bed Linens or Towles
11. Occupant capacity of each cabin is as follows:
 - a. Cabin #1 (New Upper): 2
 - b. Cabin #2 (New Ground): 5
 - c. Cabin #3 (New Lower): 5
 - d. Cabin #4 (Old Upper): 9
 - e. Cabin #5 (Old Lower): 8
 - f. Cabin #6 (Launch): 7
 - g. Cabin #7 (Hickory): 4
12. Free docking space is available for Cabins 1,2,3,4,5 and 7 on a first come first serve basis

CAMPSITE#/CABIN: _____

Dock# _____

TENANT: _____

TENANT PHONE: _____

TERM DATE: _____

District (Clark County Park District)

Tenant

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Date: _____

Date: _____

Lessee Signature of Agreement to the above: _____