

Kinkaid Reed's Creek Conservancy District

Kinkaid Village Marina

2063 Marina Road, Murphysboro, IL. 62966

Phone: 618-687-4914

Annual Campsite Lease Agreement

Name(s): _____ Site #: _____ Lease Year: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Phone #1: _____ Contact Phone #2: _____

Email Address: _____

Make of Camper: _____

License Plate # _____

Insurance Provider: _____ Policy #: _____

By their signatures below, Kinkaid Reed's Creek Conservancy District (Lessor) and Camper (lessee) show agreement to the terms of the campsite lease conditions (below). Camper shall pay lessor an annual lease fee of \$ _____ and an electric hook-up deposit (if applicable) of \$250.00 for the electric meter only. Monthly electrical use fees and trash fees will be billed by the lessor on or around the first (1st) of every month payable within thirty (30) days.

Payment Information:

Amount: _____ Cash: _____ Check: _____ Credit Card: _____

Credit Card Info:

Card Number: _____ Exp.: _____ Security Code: _____

Date: _____

Signature #1: _____ Signature #2: _____

Camper requests the Kinkaid Village Marina to lease space of 40X50 for the above-described camp trailer at the Kinkaid Village Marina for the summer season. Camper agrees to pay as rental for the campsite the sum indicated which shall permit the camper the exclusive lease to occupy the campsite for one rental season. The rental season for the purpose of this agreement shall commence **March 1, 2023, and end October 31, 2023.**

Off season storage is \$300.00 paid by October 20th. **Storage is \$350.00 if paid on or after October 21st.**
Without Exception, Only One Unit Is Allowed Per Site. No Subleasing Is Allowed.

RENEWAL OF THIS AGREEMENT AND HOLDING OVER: A camper renewing an agreement must pay annual camping fee before the existing storage agreement expires. If not paid before the storage agreement expires there will be a **\$75.00 LATE CHARGE**. Any camper occupying a campsite without timely paying of the annual fee shall be subject to the removal of his/her property from the campsite. Nothing in these rules shall be construed to grant any camper a right to renew for a particular site. The District has full discretion whether or not to renew an annual lease agreement with camper.

This completed annual lease agreement must be submitted with full payment, proof of insurance, and proof of current registration by February 15, 2023 in order to secure the Site lease for the stated year above.

General Provisions:

1. **LIEN ON CAMPER'S PROPERTY:** By entering into a campsite rental agreement, camper agrees that the Lessor shall have a lien on camper's property on the campsite or on other properties owned by the camper. Pursuant to this lien, if camper fails to pay outstanding charges, lessor may remove camper's property and offer it to the public for sale.
2. **ELECTRICITY CHARGES:** Camper will be billed for monthly electricity charges. Lessor will disconnect the electricity meter if any camper fails to pay electric bill within 30 days of the billing date. To have electricity reconnected, the camper must pay the unpaid electricity charges and a **\$50.00 Reconnection Fee**.
3. **LEAVING CAMPSITE PRIOR TO EXPIRATION OF THIS AGREEMENT:** If camper voluntarily leaves before the expiration of the campsite rental agreement, he or she will not receive any refund of the camping fee. At the end of the rental agreement term, lessor shall return the entire electricity hook-up deposit, less any cost incurred for a damaged hook-up, unpaid electricity or any outstanding charges.
4. **LESSORS RIGHT OF REFUSAL:** Lessor has the right to refuse the leasing of any campsite to any person, subject to federal and state requirements. Lessor shall not discriminate on the basis of creed, gender, race or religion.
- 5.

WHEN A CAMPER IS EVICTED from campsite for violation of rules, the balance of the camping fee and electric deposit will not be returned. When evicted, the lessee must remove his/her equipment from the campsite within 5 days. When a campsite is vacated either voluntarily or by eviction, the lessor may remove the equipment after 5 days and store it, charging a fee of \$50.00 per day. The lessor may dispose of the equipment in accordance with #1 of the general provisions.

6. A LESSEE MAY BE EVICTED from the campsite and campground for violation of the campground rules, or they may be denied renewal of the campsite contract.
7. CAMPER AGREES to hold Kinkaid Village Marina harmless from any claims or liabilities arising out of any occurrence as the result of this agreement. Kinkaid Village Marina is not responsible for loss or damage to camper, contents or equipment. Kinkaid Village Marina is not liable for loss due to electric failure.
8. IF CAMPER FAILS TO PAY for any work, labor or materials supplied at their request, Kinkaid Village Marina shall have a lien on the camper and equipment and may at its option, take possession of the camper and equipment, remove it from the site, and sell the camper and equipment at public or private sale to the highest bidder. Any balance remaining after payment of all expenses, including sale and attorney fees, will be returned to the camper.
9. Kinkaid Village Marina reserves the right to enter the campsite premises and remove any item or structure in violation of this agreement or otherwise take action to remedy any violation of this agreement, and to recover the cost of doing so from the campsite tenant.
10. **THE LESSEE IS RESPONSIBLE** for the behavior of his/her guests and for all damages caused by the guest.

CAMPGROUND RULES

1. Any camping trailer which changes owners must be removed from the campsite occupied by the former owner immediately upon transfer, and that camping trailer shall not again be located at that campsite. Decks, storage sheds, and all other permitted accessories on the site must be removed with the camper. When a camping trailer which has occupied a specific site is sold, **the site does not go with the trailer.** The trailer shall be moved to another site or removed from the campground. The individual purchasing the trailer shall not occupy or lease the site from which said trailer was located.
2. No campers may be owned by corporations, companies or partnerships.

3. **DESTRUCTION OF PROPERTY:** Camper shall not destroy property of any campground facilities or any other person occupying or using lessor's facilities.
4. **ATTACHMENTS IN TREES PROHIBITED:** No lanterns, lights, wiring or any other items shall be hung in or affixed to any tree.
5. **OUTSIDE LABOR:** No outside labor will be allowed to work on a boat or camper while on the property without prior written consent of lessor. Outside service persons shall have proof of insurance of at least \$1,000,000. It is the obligation of lessee to ensure that outside service persons have insurance and provide a certificate of liability insurance to District. In the event any damage is caused to lessor's property, or private property of other campers, the person or entity providing labor, and the camper who hired that laborer, shall be jointly and severally liable for all damages, and also for any attorney fees and litigation expenses incurred in response to the damage.
6. **FISH CLEANING:** Lessee may clean fish on his/her campsite. Wastewater from the cleaning must be placed in the campground sewage system. Solid waste (heads, bones or other offal) must be placed in airtight containers and deposited in the dumpster. **NOTE:** Your privilege to clean fish on the campsite depends on you adhering to these Rules.
7. **WILD GAME:** No wild game shall be processed, hung or stored outside any camper unit at any campsite, or at any common area of the lessor's premises.
8. **GRAVEL AT CAMPSITE:** No new gravel shall be placed on campsites, campground common areas or other District land at any time by lessee. Only lessor may place gravel anywhere on District land. No new landscaping is allowed, without the consent of the Conservancy District Board.
9. **CAMPING TRAILERS AND REGISTRATION:** All campers present at any site in the campground must have current registration and title at all times. The lessee shall provide to lessor a current copy of the camper title and registration, not later than 5 days after the Agreement is signed. The site agreement shall be in the same name or names as listed as owners on the title.
10. Campers must be in fully operational condition. Removal of wheels is permitted but wheels must be stored on site.

11. **BOAT/BOAT TRAILERS** may not be stored on campsite, roads or common areas. The lessee's boat may be moored on the shoreline only when lessee is occupying his/her campsite.
12. **USE OF LESSOR'S WATER PROHIBITED:** Camper shall not use lessor's water to wash equipment or other items. Camper shall not run underground water lines to the campsite or other locations. Camper shall not connect a water hose to any exterior faucet for the purpose of washing personal vehicle, boats or other items.
13. **WASTE WATER:** If camper runs water (including water sink, shower or bath) onto lessor's property or into the lake, he or she may be ordered to leave the campsite immediately with no refund of fees or electricity hook-up deposit. This notice of immediate removal may occur on the first violation. Camper will be responsible for any expenses incurred.
14. **PORTABLE SEWAGE TANKS IN CAMPGROUND:** Portable sewage tanks shall remain above ground surface at all times. No holes shall be dug in the ground to place portable sewage tanks. Holes previously dug for such purpose shall be filled and seeded.
15. **SEWER CAPS ON CAMPERS:** Camper sewer pipe caps must be in place at all times except during actual emptying of contained sewage, either at dump station or in portable tote.
16. **PERMITTED SIZE OF CAMPING TRAILERS (RV):** Camping trailers shall not exceed 38 feet by 10 feet. Campsites are 40 feet by 50 feet deep measured from the edge of the road. All personal property of campers will be kept within the boundary of the campsite.
17. **ELECTRICITY REQUIREMENTS:** Camper shall not have an electricity requirement on their equipment exceeding 30 amps. No electricity may be run from the metering system or trailer underground at any time. Lessee may not attempt repairs or alterations to the electric supply.
18. **CONSTRUCTION OF DECK OR PATIO:** Camper may construct a deck or patio for a trailer not to exceed 300 sq. ft. and must be approved by Kinkaid District Board. The deck or patio shall be portable. Construction is not to begin without prior written approval. One golf cart landing pad per campsite is permitted so long as the pad is part of and Connected to the deck or patio. The combined area of the pad and deck or patio may not exceed 300 sq. ft.
- 19.

STORAGE SHED: Prior to placement, plans shall be submitted to the lessor for written approval. Shed and any pad must be totally portable. No electric lines shall be connected, either temporary or permanently, to the storage shed.

20.

LANDSCAPE: Camper shall not cut trees or underbrush on campsite area. Camper may not transplant any trees or otherwise alter existing landscape of campsite or marina area. These rules also apply to the common areas.

21.

WALKING PATH: Camper may construct one walking path from the parking area to the deck or camper steps. The walkway must be constructed of removable wood or paving stone and shall not exceed 36 inches in width. Walking path to the lake, woods or location other than parking area to the camper is not permitted. Plans shall be submitted to the marina office for written pre-approval.

22.

TRAILS IN WOODS: Only the lessor may construct and maintain trails in the woods or common area of the Marina and campgrounds.

23.

CARPET: No carpet of any kind shall be placed on the campsite or common areas.

24.

CANOPIES: One portable canopy per campsite is permitted, so long as the canopy is taken down before sunset on any day. The Canopy shall not stay open and extended overnight at the campsite. The canopy must be of non-rigid material and no larger than 12x12 ft.

25.

AWNINGS are permitted which are retractable and are of the type normally used on a camping trailer. The awning may be affixed to the trailer only and must be taken down (retracted) before sunset on any day the camper does not stay overnight at the campsite.

26.

SUPPLEMENTAL APPLIANCES: All appliances including refrigerators shall be inside of the camper. Appliances shall not be placed on decks or in storage sheds outside.

27.

SCRAP METALS: Scrap material of any kind shall not be placed on or stored on the campsite or common areas.

28.

SATELLITE DISH: One satellite dish per campsite may be installed if on up to a 2-inch diameter round metal post not taller than 6 feet above ground surface or affixed to camper or deck.

29. TEMPORARY POSTS: No post larger than ½ inch in diameter is allowed for hanging lanterns, birdfeeders, flowerpots etc. Such post must be easily removable.
30. MAINTENANCE OF CAMPSITE: Camper shall maintain the campsite in an orderly manner. **This includes mowing and trimming of grass and removal of all trash and debris.** At the request of the camper the lessor will provide maintenance of the site for the fee of **\$25.00** per request. Camper shall not allow trash or debris to accumulate or remain on District land between the campsite and the lake. If at any time the condition of the campsite is in need of maintenance work due to neglect of lessee, Lessor reserves the right to perform necessary work and charge lessee the cost of the repairs plus **\$25.00** per incident.
31. **SHOWER HOUSE:** Lessor will post opening and closing hours for the shower house facilities. This facility may be closed at night.
32. FAMILY RESTRICTED TO ONE CAMPSITE: Camper and his or her immediate family shall lease only one camping site. There shall not be multiple lot leases. Only one camping trailer is allowed per site.
33. **MOTORCYCLES, MOPEDS, SIDE BY SIDES, UTILITY VEHICLES, AND 3 OR 4 WHEELERS:** Mopeds, side by sides, utility vehicles, and 3 or 4 wheelers shall not be brought by the camper into the campgrounds. Motorcycles are allowed in the campground provided they are properly licensed, operated by a licensed driver and operated only on the roads.
34. **VEHICLES:** All vehicles and trailers shall be operated by someone with a valid Driver's License and shall have current registration and license displayed at all times. Any vehicles or trailer not in compliance shall be confiscated and held by the lessor until owner or user has the item in compliance. Any vehicle or trailer that remains out of compliance for more than 30 days shall be removed from the premises and shall not be allowed to return until in compliance. Camper will be charged for damages done by any vehicles of the camper or guest.
35. **GOLF CARTS:** Only one golf cart per campsite is permitted. All golf carts shall be operated by someone with a valid Driver's License. All golf carts must stay on the road at all times. **Golf carts shall be clearly identified with campsite number.** Camper will be charged for damages done by any golf cart of the camper or guests. Golf carts operated after sunset must have proper lighting.
- 36.

FIRE RINGS: Open fires are not permitted unless contained within a fire ring. One fire ring per campsite is permitted. It shall not be used for disposal of trash or other debris. Fire rings will be removed if they are used for disposal of refuse.

37.

HERBICIDES/PESTICIDES may not be applied by the lessee in campsite or common areas.

38.

CAMPER TIE-DOWN ANCHORS: Camper tie-down anchors may be used at campsite so long as the anchor straps are tied to the ground by stakes screwed into the ground and removable.

39.

REQUEST NOT COVERED BY RULES: If a camper has a request not covered by these rules, he or she may make the request in writing to the lessor for review and written response.

40.

VIOLATION OF THESE RULES: Campers and guests shall follow these rules. Unless stated otherwise one violation of the stated rules may result in termination of the campsite rental agreement. With cancellation of the rental agreement, there will be no refund of camping fee or the electricity hook-up deposit. Lessor will note in writing any violation and provide notice to camper violating the rule. Camper shall be responsible for his or her guests and their following of all rules. If lessor is required to take any legal action against a camper in enforcement of these rules, the camper shall be responsible for reasonable attorney fees and court costs incurred by the licensor.

41.

DISTURBANCES IN THE CAMPGROUND: A lessee or guests repeatedly creating disturbances in the campground will be evicted.

42.

QUIET HOURS are from 11:30 P.M. till 6:30 A.M.

43.

This completed agreement must be submitted with full payment in order to finalize this lease. All campers kept at Kinkaid Village Marina must be insured with a minimum \$300,000 in liability insurance and have current registration. Proof of registration along with insurance in the form of certificate of insurance naming Kinkaid Village Marina as additional insured required.

BY SIGNING BELOW, LESSEE ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THESE RULES AND REGULATIONS CONTAINED IN THIS ANNUAL LEASE AGREEMENT AND AGREE TO ABIDE BY THESE RULES AND REGULATIONS AS STATED.

Lessee Printed Name/Names: _____

Lessee Signature/Signatures: _____

Date Signed: _____

Lessor Printed Name: _____ Title: _____

Lessor Signature: _____

Date Signed: _____

SAMPLE