



Cabin Lease Agreement
Clark County Park District
20482 N. Park Entrance
Road
Marshall, IL 62441
(217) 889-3601

Cabin #:
Lessee(s) First Name:
Lessee(s) Last Name:
Lessee(s) Phone:

This Agreement is made and entered into on **Mo/Day/Year**, by and between Clark County Park District (hereinafter referred to as "District") and **TENANT'S NAMES** hereinafter referred to as "Tenant(s)" WHEREAS, District is the owner of the Cabins. WHEREAS, District and Lessee enter into this Lease Agreement to have Tenant lease the Cabin(s) from the District; and WHEREAS, parties desire to define their relationship according to the terms and conditions of this Cabin Lease Agreement.

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. The District agrees to lease to Lessee the following at the following rates: 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. To Begin on

Mo/Day/Year and end on **Mo/Day/Year**

3. Deposit: At the time of the execution of this Lease Agreement, Tenant has deposited with the District the sum listed above, 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.

4. First Right of 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 cabin 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.

5. 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.

6. Cancellation and changes of Reservations: Cancellation of cabin 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.

7. Delay of Delivery: 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.

8. 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.

9. Guest(s): 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.

10. 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

11. 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.

13. 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.

14. 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.

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

16. 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.

17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. Attorney's fees and cost: 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
24. Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
25. 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.
26. 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.
27. 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.
28. Assignment: This Lease Agreement may not be sold, assigned, subleased, or transferred by Tenant.
29. 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.

Definitions

"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 discretion.

"Parties" means the parties to this Rental 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 the District as may be amended from time to time.

"Tenant/Lessee" means **NAME**

"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.

Clark County Park District

Print:

Signature:

Date:

Tenants(s)

Print:

Signature:

Date:

Lessee(s) contact information:

Street:

City: State: Zip Code:

Phone:

Drivers License #:

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: _____

Credit Card Number Ending: _____ Expiration Date: _____ A CABIN RESERVATION WILL NOT BE ACCEPTED WITHOUT A VALID CREDIT CARD NUMBER UNLESS ONE IS ON FILE FOR CUSTOMER. EMPLOYEE INITIAL IF CREDIT CARD NUMBER HAS BEEN VERIFIED AS BEING ON FILE: _____

I authorize the Clark County Park District to charge my credit card account noted above for the requested services and miscellaneous charges noted in this contract if required.

Cardholder Signature: _____ Date: _____

Cabin Rules:

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.

Insurance Requirements

User shall obtain insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance User shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to District. Any insurance or self-insurance maintained by the District shall be excess of User's insurance and shall not contribute with it.

B. Business Auto and Umbrella Liability Insurance If applicable, User shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance If applicable, User shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. If District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this Contract, the User waives all rights against District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the User's use of the premises.

D. General Insurance Provisions

- 1. Evidence of Insurance** Prior to using premises, User shall furnish District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days' written notice to District prior to the cancellation or material change of any insurance referred to therein. Written notice to District shall be by certified mail, return receipt requested. Failure of District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of District to identify a deficiency from evidence that is provided shall not be construed as a waiver of User's obligation to maintain such insurance. District shall have the right, but not the obligation, of prohibiting User from occupying the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by District. Failure to maintain the required insurance may result in termination of this use agreement at District's option. User shall provide certified copies of all insurance policies required above within 10 days of District's written request for said copies.
- 2. Acceptability of Insurers** For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the District has the right to reject insurance written by an insurer it deems unacceptable.
- 3. Cross-Liability Coverage** If User's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
- 4. Deductibles and Self Insured Retentions** Any deductibles or self insured retentions must be declared to the District. At the option of the District, the User may be asked to eliminate such deductibles or self insured retentions as respects the District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

E. Indemnification User shall indemnify and hold harmless the District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with (i) the use of the premises or of any business or activity thereon, or any work or thing whatsoever done, or condition created in or about the premises during the use; (ii) any act, omission, wrongful act or negligence of User or any of User's contractors or subcontractors, or the partners, directors, officers, agents, employees, invitees User or User's contractors or subcontractors; (iii) any accident, injury or damage whatsoever occurring in or at the premises regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. User shall similarly protect, indemnify and hold and save harmless the District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of User's breach of any of its obligations under, or User's default of, any provision of the Contract.