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Rob & Brenda Alsept, Owners

## DUBOIS CREEK RESORT RENTAL AGREEMENT

1. The term of this rental agreement is March 1, 2019 - February 28, 2020
2. Tenant agrees to rent and accept a lot in its present condition at Dubois Creek Resort for the purpose of setting up a camping trailer / recreational vehicle (RV) and must be titled as such. It must have operational holding tanks. It also must be kept clean and in good repair. Insurance must be intact.
3. Tenant agrees to complete all necessary paperwork and pay the full amount billed by the beginning of this rental agreement, unless other arrangements are made. \*All additional charges incurred throughout the season (services, labor, products, etc.) and billed must be paid promptly. Failure to pay all outstanding charges may result in late fees or eviction. If tenant breaks their lease they are not entitled to refunds of any kind.
4. Tenant agrees the rented lot shall be used for recreational purposes only. No other uses are permitted, including living at the campground full-time/year around. Tenants must not stay more than 14 days per month, unless prior arrangements are made with landlord. Tenants are allowed to park two(2) cars at their campsite, provided they are parked on gravel only. Grass cannot be destroyed parking vehicles, or otherwise. \*No vehicles are to be parked over the winter, unless prior arrangements have been made.
5. Tenant agrees to keep their lot in reasonable condition. Mowed, trimmed, and their gravel free of weeds. If lot condition becomes unreasonable (*at the discretion of landlord*) landlord will take care of it and bill tenant for labor and any chemicals/ materials used. Continued neglect is cause for eviction. \* Landlord will mow common areas.
6. Tenant agrees to exercise care when having campfires, and to obey state law in the event of a “no fire” warning issued.
7. Tenant agrees that all personal property kept in the campground is stored at their own risk. It is the responsibility of tenant to maintain insurance on items parked, driven or stored while on the premises of Dubois Creek Resort. Tenant agrees to assume all liability and forever hold landlord harmless from any and all injuries to person(s) or damage to property caused by a tenant and/or any person(s) on the premises with or without the permission of the tenant. Tenant agrees to pay any and all costs and/or attorney fees incurred by landlord defending any lawsuit or other action brought in regards to such injuries or damages.
8. Landlord will endeavor to provide electric and water, and is not responsible for the repair or replacement of any equipment or personal items damaged by loss of power, excessive voltage, lightning, or voltage variances. ***Electric:*** Tenant is responsible to pay their own electric costs + their portion for the electric meter fee. Tenant is required to maintain a credit balance on account to cover monthly electric costs. If the credit shown is not enough to cover the next month's electric costs, landlord will bill tenant the appropriate amount to replenish the account. If tenant fails to replenish account when due, landlord will disrupt service until the bill is paid. ***To avoid electrical overload issues use your electric judiciously .***
9. Landlord agrees to turn on the water by April 20th, *weather permitting* and turned off October 20th. Landlord reserves the right to interrupt services for extreme weather or maintenance.
10. Landlord is responsible for payment of the utilities, including dumpster. Tenant agrees to use these services judiciously. Landlord reserves the right to limit or cut off the services if they are abused. Turn all water and lights off when exiting the bath house restrooms, do not bring your trash from home, etc...

- 11. NO BUILDING OF ANY TYPE SHALL BE PUT UP WITHOUT PRIOR APPROVAL FROM LANDLORD**, this includes but not limited to sheds/storage buildings which must be of the "RUBBERMAID" variety (*no metal or wood*). **Decks/Awnings:** Decks must be built of treated lumber and also must be pre-approved by landlord. All construction must be on block only, No digging holes of any kind!\_\*\* **Keep in mind anything that you build/or have built on your lot is temporary and MUST BE REMOVED if/when you leave Dubois Creek Resort!!**
- 12. PETS:** We welcome your pet providing rules below, but not limited to are as follows:
- Your Pets must be on a leash/tethered and under control at all times (Our dog Max is the only dog allowed to roam free on the premises). Tenant is to contact landlord with any issues (Max included).
  - You must clean up your pet's waste
  - You must keep your dog(s) from barking constantly.
  - NO pit-bulls, Rottweilers or potentially aggressive dogs are allowed on the premises. Landlord has final say.
- \* Having a pet on the grounds is a privilege which can be revoked at any time.
- 13. GUESTS:** Guests are welcome. Tenant is responsible for their behavior, guest release form, and payment of their guests. The Guest Release Form may be obtained from our website [www.duboiscreekresort.com](http://www.duboiscreekresort.com). (*click on the Member Info tab*). If you have guests spending the night their fee must be paid upon their arrival. \*Adult children, Grandchildren, Grandparents, Parents and children under 14 years of age are no charge. This is a family oriented campground and inappropriate behavior will not be tolerated.
- 14. QUIET TIME:** Quiet time is Midnight to 8:00 AM. During this time, there shall be no loud noises (yelling, loud music, bug zappers, barking dogs, power tools, and so on).
- 15. GOLF CARTS: The use of golf carts on Dubois Creek Resort property is a privilege, which will be revoked if the golf cart rules are not followed!**
- You must have liability insurance on your golf cart from the beginning and throughout each season
  - All manufacturer safety devices must be in proper working order
  - A licensed driver is to be in the golf cart at all times while in operation
  - Only the number of people the cart was designed for shall ride in the cart
  - All pedestrians have the right of way - Please drive slowly and be aware of your surroundings
  - The golf cart owner is responsible for any damages caused by their cart
  - Drive on the roads. You are permitted to drive on dry grass only
  - Night Driving - All carts must have securely mounted headlights and must be turned on at dusk.
  - All carts are to be parked in the designated area while at the pond. **No driving around the pond.**
  - **Scooters, 4-wheelers, UTV,s, etc.. are prohibited**
- 16. GRAVEL:** If you are going to park cars anywhere on your lot, area must be graveled. Tenants are responsible for the cost of additional gravel and must be purchased through Dubois Creek Resort. Payment is required prior to ordering. All Tractor work is to be done by Dubois Creek Resort (*Standard Labor rates apply*), or approved by Dubois Creek Resort. Once gravel has been delivered it becomes the property of Dubois Creek Resort. **The operation of any equipment by persons not authorized by Dubois Creek Resort is strictly prohibited and is grounds for eviction!**
- 17. BOATS:** Boats may be kept on tenants campsite, only if approved by landlord. Any spot where a boat will be parked must be graveled. All other boats are to be parked in the boat parking area, storage fee applies. Tenant will be assigned a boat lot number. If someone parks in your assigned lot please notify landlord.
- 18. ELECTRIC HEATERS:** Electric heaters are not permitted and use is cause for eviction.
- 19. FIREWOOD:** Due to the known pests and pathogens that currently affect forests, no firewood is to be brought into the campground, therefore must be purchased through Dubois Creek Resort. No Exceptions!

- 20. TREES AND TRIMMING:** Tenant is not permitted to cut trees at anytime and doing so is grounds for eviction! **DO NOT use screws, metal anchors of any kind to fasten items into a tree!** Ropes, straps, cables are acceptable, however they do need to be loosened at the end of each season to avoid damaging the trees in the winter. If tenant fails to loosen ropes, straps, cables, etc. at the end of each season landlord will cut them down.
- If tenant chooses a wooded lot he/she understands and accepts the risks involved. LANDLORD will cut down trees that are dead or falling, **BUT ONLY** after tenant has removed their camper and property from their lot. All costs for removal and replacement of camper is at tenant's' expense. If tenant chooses not to move their camper and property we can contact an arborist for their recommendation. If tenant chooses the arborist to trim or remove trees, all related costs will be at the tenants expense. \* Landlord is not responsible for falling trees, limbs, etc., be sure to keep insurance intact at all times.
- 21. FIREARMS:** *All firearms must be unloaded, stored securely, and out of sight while on Dubois Creek Resort property, even if you have a concealed to carry permit. The use of weapons of any kind including, but not limited to, BB guns, airsoft guns, paintball guns, slingshots are prohibited.*
- 22. FIREWORKS:** Sparklers are the **ONLY** firework allowed. All others used are prohibited and grounds for eviction.
- 23. SEPTIC SYSTEM:** (Holding Tanks & Bathhouse): **USE ONLY SEPTIC SAFE TOILET PAPER!** DO NOT throw wipes, tissues, feminine products, coffee grounds, food of any kind, etc.. down any camper or bathhouse toilet. DO NOT EVER leak black or gray water onto the ground, doing so is cause for eviction.
- 24. Off Season (Nov 1 - March 31) Access:** TENANT MUST NOTIFY LANDLORD PRIOR TO DRIVING OUT.
- 25. EVICTION OR TERMINATION:** If upon eviction or termination of this agreement tenant is to remove their personal property from the demised lot, including tenant's camping trailer, boats, carts, and any and all other personal property within 10 days of notification. If tenant fails to remove their property, landlord shall have the right, without court order and without providing any notice to remove and deliver said property to a warehouse/storage facility. All costs incurred by landlord shall be paid by tenant. By the execution of this agreement, tenant waives all rights set forth IN IC 32-31-4-1 ct,esg, except any express terms thereof.
- 26. DEPOSIT:** New Tenants shall pay to landlord a one-time security deposit in the sum of \$100.00 to be held by landlord. If at the end of the agreement tenant chooses not to renew, said deposit shall be returned to tenant within 30 days as long as all property owned by tenant (including trash) is removed from the lot and lot is left in good condition and damage free by landlords standards (Any unpaid charges incurred by tenant will be deducted from said deposit). \*If the terms of the Rental Agreement are broken or Eviction Occurs you will not be entitled to a refund.
- 27. PUBLIC POSTINGS:** Random pictures may be taken at, but not limited to, events hosted by Dubois Creek Resort that we may post on our website or social media. If you choose not to be included please notify us in writing. \*Dubois Creek Resort Management cannot control what other people post.
- 28.** Tenants agree to abide by all rules set by landlord. By making any default of this agreement, it shall be lawful for landlord to terminate this agreement and require tenant to vacate Dubois Creek Resort. There will be no refunds of any kind if tenant is evicted for any reason, rental agreement is broken, or terms of agreement are not fulfilled.
- 29. COMPLETE AGREEMENT AND DATE OF LAW:** This lease and agreement within, shall be binding of the heirs, successors, agents, and assigns of parties. This agreement, rules, and completed rental agreement signature page is the complete agreement between both landlord and tenant in regard to the camping lot described in agreement and supersedes any other written or any oral agreements between the tenant and landlord. This is a legal and binding document for the State of Law's Indiana. Please consult an attorney if you do not understand any part of this document.