

**LEASE OF SPACE FOR RV/TRAILER
FOR WINTER STORAGE
FREMONT LAKE PARK**

Year _____

Lot # _____

THIS AGREEMENT made on the date below by and between the City of Fremont, a Michigan municipal corporation (hereinafter referred to as "City", and Owner as specified below (hereinafter "Owner"), as follows:

Name (Owner): _____

Address: _____

Phone: Daytime: _____ Evening (If different): _____

Expected Spring Removal Date (If applicable): _____

Removal Date Required by City (On or Before) (If applicable): _____

RV/Trailer Make/Model: _____

Length and Width: _____

Identification #: _____ License #: _____

INSURANCE

Company Name: _____

Agent Name: _____

Address: _____

Phone: _____

Policy #: _____

(Attach a copy of the Certificate of Insurance to this form.)

OTHER

1. The lease space rate for the above listed RV/trailer site is \$125.00 per winter season. This contract is effective on the date listed below and terminates _____, _____. If the RV/trailer remains on the premises after said date, the undersigned Owner agrees that City may move same to such site as City deems appropriate or necessary and Owner agrees to pay the sum of \$125.00 per month for storage of said RV/trailer after the date of termination, or such other fee as may be imposed by the City. Additionally, Owner agrees to pay City such fee as may be imposed by City for moving said RV/trailer. Owner agrees City may refuse to release said RV/trailer to Owner until any and all additional fees and costs are paid in full.
2. Owner agrees that City is not required and will not provide any services with respect to storage of said RV/trailer on said site.
3. Owner shall contact City in writing if the RV/trailer is sold or Owner has given permission for anyone else to board or enter or pick up the RV/trailer.
4. All notifications to City hereunder shall be given in writing at 101 East Main, Fremont, MI 49412.
5. Payment for the term of this contract is due concurrent with execution of this contract.
6. Maintenance, winterization and protection, including protective coverings, shall be the Owner's sole responsibility, and City shall not be responsible or liable for any damage or loss resulting from inadequate, defective or improper maintenance, winterization or protection including but not limited to damage or loss due to freezing, snow and ice.
7. City assumes no responsibility and shall not be liable for the loss or damage by theft, fire, vandalism, malicious mischief, wind, water, freezing, snow, ice, act of God or otherwise to the above described RV/trailer, its accessories, gear, equipment or any other personal property or contents thereof placed by Owner with City on said site. OWNER EXPRESSLY ACKNOWLEDGES, UNDERSTANDS AND

AGREES THAT THERE IS NO ENCLOSURE BY FENCE OR OTHERWISE OF THE AREA AND SITES ON WHICH THE RV/TRAILERS WILL BE PARKED FOR THE TERM OF THIS CONTRACT, AND THERE IS NO PHYSICAL CONTROL OF SAID AREA OR SITES OR PROHIBITION OF ENTRY THERETO BY MEMBERS OF THE GENERAL PUBLIC. FURTHER, POLICE PROTECTION ONLY EXISTS TO THE EXTENT OF PERIODIC PATROLS OF THE PARK MADE ON A ROUTINE BASIS AND THERE IS NO SECURITY SYSTEM OR SECURITY SERVICE ASSIGNED TO PROTECT SAID RV/TRAILERS.

Owner agrees to save harmless and indemnify City from all claims, demands, actions, judgments or other proceedings of whatsoever nature and kind, and the expenses arising therefrom, including attorney fees, for any and all liability and/or damages and/or expenses sustained or incurred by City arising out of damages or injuries sustained or claimed to have been sustained as a result of the lease of this site at Fremont Lake Park, the storage of the RV/trailer and contents thereon, or arising out of the moving of the RV/trailer whether in or out of Fremont Lake Park.

- 8. Owner shall be solely responsible during the term of this contract, and for any period thereafter, during which the said RV/trailer is not picked up and removed by Owner for the security, care and condition of the above described RV/trailer, its accessories, gear, equipment, protective covering, if any, and personal property or contents thereof, and during said lease period, and thereafter, the above described RV/trailer shall be fully insured by Owner for loss and damage to the RV/trailer and for liability with respect to persons and properties, in such amount as is deemed necessary or appropriate by City. Evidence of such insurance shall be furnished to City at the time of execution of this contract. A certificate of insurance shall be attached to this contract. Owner is solely responsible for payment of all premiums for insurance on said RV/trailer and for maintaining such insurance in full force and effect, and in the event of loss or damage to said RV/trailer without such insurance being in full force and effect, Owner shall bear all liability for said loss or damage.
- 9. **Emergencies or situations may arise when a trailer must be moved from its location. These emergencies or situations include by example, but are not limited to, fire, utility service repair, gas leak or noncompliance with park regulations. City reserves the right to move the above-described RV/trailer within the Fremont Lake Park premises at any time during the term of this Agreement. Time permitting, the City will attempt to contact the owner of an RV/trailer prior to moving.**
- 10. The rights of City pursuant to this contract shall not be released, waived, or in any way prejudiced by removal or moving of the above described RV/trailer from Fremont Lake Park premises.
- 11. The parties hereto agree that City is not a bailee of any property, which is the subject of this agreement and that City has solely and exclusively leased to Owner, space on which to place an RV/trailer for the term of this contract.
- 12. This contract is binding upon the heirs, legal representatives, successors and assigns of the parties hereto and Owner acknowledges a receipt of a copy of this contract.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 2002.

Witnesses:

CITY OF FREMONT:

By: _____
Grace Baker, Campground Manager

OWNER(s):

