

LAKE COLDWATER SEASONAL LEASE AGREEMENT

This Agreement is dated _____ 2023, by and between the City of Coldwater, Kansas, a Kansas municipal corporation ("Lessor"), and _____ ("Lessee(s)"). Lessee(s)'s current address and contact information are listed below. All items are required.

1. Lessee(s)'s Contact Information:

Name: _____ First Year Here: _____

Street: _____ Mailing, if different: _____

City, State, Zip: _____

Home Phone: _____

Cell Phone 1: _____ Cell Phone 2: _____

Email address: _____

RV Year/Make/Model: _____

2. Lessor's Contact Information:

City of Coldwater, Kansas
239 E. Main Street – P.O. Box 743
Coldwater, KS 67029
(620) 582-2940
coldh2o@gmaxx.us

3. Site Information. Lessor agrees to make Site ____ of Lake Coldwater, Coldwater, KS (the "Site"), available for use by Lessee(s) during the 2023 Camping Season, subject to the terms and conditions of this Lease Agreement.

4. Term. This Lease Agreement is effective for the 2023 Camping Season, which begins on April 1, 2023, and ends on September 30, 2023. Lessee(s) may not occupy the Site before April 1, 2023 and must vacate the site on or before September 30, 2023. Lessee must occupy the Site with an RV during the term of this lease agreement, and must pay rent as directed in paragraph 5 below to activate the lease. Lessee may not enter, occupy or use the Site until rent is paid in compliance with paragraph 5.

5. Rent; Failure to Pay. Lessee(s) must pay Lessor April's rent of \$_____ **before March 1, 2023** to activate this lease. Lessee has no lease and no rights to the Site if rent is not paid before March 1, 2023 and Lessor may rent the Site to others if rent is not paid by that deadline. Then, monthly rent is due on or before the first day of each month during the Camping

Season and must be received by Lessor on or before the fifth day of each month. Payments received after the fifth day of the month will incur a late fee equal to \$50 plus 10% of Lessee(s)'s monthly rent. If monthly rent and any additional late fees are not received by the fifteenth of each month, Lessee(s) agrees that Lessor may, at Lessor's sole option and Lessee(s)'s sole expense, remove the RV from the Site and contract with a different party for the use of the site without refund or further notice to Lessee(s). Lessor's decision not to remove an RV for any one month shall not constitute a waiver of this remedy for any subsequent months.

6. Utilities. Water is included with the monthly rent payment. All other utilities shall be the responsibility of Lessee(s).

7. Leased Site. Any grass and/or weeds inside the lot boundaries are the camper's responsibility to keep mowed.

8. Property on Site. Lessee(s) shall be required to purchase the requisite permits for any vehicles, boats, jet skis, sailboats, or golf carts that Lessee(s) intends to use in the boundaries of Lake Coldwater. Parking by Lessee(s) is limited to one passenger vehicle in addition to the recreational or camping vehicle on the Site. Any additional vehicles may park on the parking site or within Lake Coldwater if the lake manager finds that additional space is available, subject to such fees as are established by the park at such time. Lessee(s) camper must be within the lot boundaries of the Site and a minimum of 2 feet or 24 inches from electric meter pedestals and water hydrants, that will allow City maintenance employees access in case of replacement or repairs are needed. Furthermore, if lot boundary markers are damaged or removed, it will be at the Lessee(s) expense to repair and/or replace the lot boundary markers. Exterior carpets or other ground coverings must be a minimum of 1 foot or 12 inches inside the Site boundaries for vegetation management and mowing purposes. The golf cart permit application "release of liability" must be signed annually and on file with the entrance booth before Lessee(s) golf cart is allowed on the lake premises. Note: Any property or materials brought to the lease site by Lessee(s) shall be picked up or removed when your site is vacated. If all items are not removed from your site, the Lessor will assess a \$50.00 per day fine after September 30, 2023, up to ten (10) days, and if all items are not picked up or removed prior to September 30, 2023, it will result in the loss of your camping site for next year's camping season.

9. Permits Required. Lessee(s) agrees to display in a clearly visible location all required permits/vehicle stickers for the current Camping Season on all personal property required to have said permits. Lessee(s) agrees that Lessor may, at Lessor's sole option and Lessee(s)'s expense, remove any property without the proper documentation on display.

10. Prohibited Use of the Site. Lessee(s) agrees to follow the rules and policies attached hereto as Addendum 1. Lessee(s) further agrees that Lessee(s) shall be responsible to ensure that all guests of Lessee(s) follow said rules and policies. Failure to abide by the rules may result in a warning, the filing of a case in municipal court, or the termination of this Lease Agreement. Lessee(s) acknowledges having read and understood this Agreement and the rules and policies

for 2023, and agrees to abide by these policies and rules during Lessee(s)'s use of Lake Coldwater, and understands that a violation of the rules is a breach of this agreement and grounds for termination of the lease without refund regardless of when during the season these violations occur.

11. Liability. Lessee(s) agrees that Lessor is not responsible for loss or damage to Lessee(s)'s property brought into the park or the Site, caused by theft, vandalism, fire, storm (including damage caused by wave action or lake flooding) or other such event. Lessee(s) agrees that Lessor is not responsible for loss, personal injury or damage caused to Lessee(s) by other occupants of the park or trespassers. Lessor's sole responsibility for Lessee(s)'s safety is to maintain the physical structures, picnic tables, and grounds of the common areas, and to maintain the electrical, sewer, and water services supplied to the Site. Lessee(s) shall rely upon Lessee(s)'s insurance, or right to insure the property, for recovery of any loss. Further, Lessee(s) agrees to defend, indemnify and hold Lessor harmless from all loss, claims, liabilities, damages and expenses (including attorney fees) arising from Lessee(s)'s breach of this Agreement or Lessee(s)'s use of the park and Site, including acts or omissions of other permitted occupants of the Site and Lessee(s)'s guests.

12. Termination for Cause. This Lease Agreement may be terminated by Lessor for any breach of this Agreement by Lessee(s), including any violation of the rules and policies attached hereto, upon not less than 24 hours' notice. Service of termination notices on Lessee(s) shall be made in writing (i) by delivery on Lessee(s) in person; (ii) in Lessee(s)'s absence, by being posted at a conspicuous place on the Site, which includes a main door to the recreational or camping vehicle; or (iii) by being left at the residence or place of abode of Lessee(s). Service shall be deemed complete upon such delivery or posting. The parties specifically waive any other notice that may be required by law. Upon termination for cause by Lessor, the parties stipulate and agree that one-half of the rent for the balance of the lease term, prorated to the later of (i) the day of termination, or (ii) removal of tenant and tenant's possessions from the leased space shall constitute liquidated damages to Lessor for lost rental revenue, but not for other damages, if any. Lessor may retain such rent in partial satisfaction of liquidated damages and shall refund any excess. If Lessor is required to commence an action to remove Lessee(s) or Lessee(s)'s property from the Site, Lessor may mail any such refund to Lessee(s), and the refund shall be deemed paid upon mailing. Notwithstanding the above, failure of Lessee(s) to pay rent by the due date shall operate to terminate the lease at Lessor's option. If this Lease is terminated prior to the end of the Camping Season for any reason, Lessee(s) agrees to immediately remove any personal property located on the Site; Lessee(s) further agrees that failure to remove personal property within seven days following the early termination of this Lease by Lessor shall be deemed an abandonment of the same.

13. Termination by Lessee(s)/Expiration of Lease Term. If Lessee(s) terminates this Lease, or abandons the Site prior to the term of the Lease as stated above, Lessee(s) shall not be entitled to refund of any prepaid rent. The parties stipulate that Lessor may retain the prepaid rent as liquidated damages, considering the difficulty in assessing Lessor's damages where multiple Sites are available for the balance of the Camping Season. Otherwise, this Lease shall terminate at the end of the last day of the Camping Season, without notice, and any holding over shall be deemed a tenancy at sufferance. If Lessee(s) holds over, the rent shall continue at the

then current daily rate charged to overnight campers. For purposes of this Lease Agreement, the Site shall be deemed abandoned at Lessor's sole option without further notice to Lessee(s) if there is no occupancy on the Site by persons or property for 30 consecutive days without notice to Lessor of such planned absence.

IN WITNESS WHEREOF, the parties hereto have signed counterparts of this Agreement, each of which shall be deemed to be an original document, as of the date set forth above.

LESSEE(S):

LESSOR: CITY OF COLDWATER

Print Names

Joe A. Ceballos, Mayor

Signature

Michael Bushnell, Council Member

Signature

Robert Cardoza, Council Member

Cleta Lampe, Council Member

Britt Lenertz, Council Member

Ashta Rosson, Council Member

RULES AND POLICES FOR LAKE COLDWATER

It shall be against the Lake Coldwater rules and policies to:

1. To remove, destroy, mutilate, modify or deface any structure, water control device, poster, sign, notice or marker, fence, gate, electrical or water connection, traffic barrier, tree, shrub, or other plant or vegetation.
2. To operate any motor vehicle (which means every vehicle, other than a motorized wheelchair, that is self-propelled) within the Coldwater City Park Area other than on authorized roads, trails and parking areas unless otherwise posted.
3. To operate any motorized vehicle on any part of the Coldwater City Park Area unless the driver and the vehicle is licensed by the state in which the owner resides. Operation of a motor vehicle within the Lake Coldwater grounds including the Lake park grounds is not permitted except on authorized roads, trails and parking areas. A motor vehicle may not be operated or parked on docks, dams, dikes and spillways.
4. To camp or park any vehicle, trailer, motor home, or camper on City Park Land or at times, other than the area and time designated by the Governing Body of the City of Coldwater. Campers must be at least 18 years old to camp without supervision of a parent or guardian. The city curfew ordinance will be enforced.
5. To leave on City Park Land any household or commercial garbage or trash.
6. To have, use or leave any glass bottles in the Lake Coldwater area.
7. To litter Coldwater City Park Land.
8. To build a fire within the Coldwater city park area without provision to prevent spreading, or to leave a fire without extinguishing same. Outdoor fireplace, fire rings or grills must be used. Open camp fires are prohibited except in designated areas.
9. To discharge or to use fireworks of any kind or nature within the City Park Area, except special displays may be used by permission from the Governing Body of the City of Coldwater.
10. To turn livestock into or allow grazing on the Coldwater City Park Area without first obtaining written permission from the Governing Body of the City of Coldwater.
11. To use Coldwater City Park land for a commercial purpose without first obtaining written permission from the Governing Body of the City of Coldwater.
12. To bring horses, mules, donkeys or burros into or allow same to be on Coldwater park land, except on roads or trails or areas designated for such use.
13. To empty portable toilets or holding tanks in trash receptacle anywhere other than designated sanitation holding devices, or to discharge "gray water" other than in designated sanitation holding devices.
14. To allow any dog or other pet on Coldwater City Park land unless the same shall be under control and on a leash, not to exceed six (6) feet in length, and it shall be unlawful to allow any dog or other pet in any area used as a swimming beach.
15. To display or discharge explosives, firearms, BB guns, pellet guns, cross bows, long bows and sling shots on Coldwater city park land.
16. To operate a boat with unsealed toilet tanks or to discharge any human excrement, garbage, debris, bottles, cans or other pollutants in Lake Coldwater or in the stream in the city park area above the lake or below the spillway.
17. To operate any vessel on Lake Coldwater in any area marked by signs or buoys prohibiting their use.

18. To use any inflated floating device on Lake Coldwater or in the stilling basin except as follows: Inner tubes, air mattresses and similar devices may be used in designated swimming areas only. All other air inflated devices capable of being used as a means of transportation on the water shall be of a separate multi-construction as to prohibit air escaping from one compartment to another. No vehicle inner tubes will be pulled behind motor boats.
19. To operate any motor boat at a speed that may be considered a nuisance or hazard to other boaters. All motor boat traffic on the lake shall move in a counter-clockwise pattern.
20. To park, moor, anchor, stop or operate any vessel so as to be considered a hazard in any area marked as a water ski take off or drop zone.
21. To construct any building, dock, ramp, ditch, canal, shelter or fence without first obtaining written permission from the Governing Body of the City Of Coldwater.
22. To use or construct any vehicle entrance and/or exit from any property owned by any corporation, organization, partnership, person or persons into Coldwater City Park Land. This section shall not prohibit the construction and use of stiles and/or walk through gates by golf players to retrieve golf balls from the Coldwater City Park land.
23. To build any open fires when there is posted at the entrance to the Coldwater City Park a notice prohibiting same. The Mayor, President of the Council, and/or the Fire Chief is authorized to order such sign or notices posted when in their opinion that due to high winds, low humidity, and/or other condition warrant such action.
24. To operate any vehicle on the dam, dikes and or emergency spillway.
25. To engage in disorderly conduct by intentionally, knowingly or recklessly:
 - a. Engage in obscene, libelous or riotous communication, or
 - b. Being intoxicated, or
 - c. Indecently exposing his person, or
 - d. Abusing or threatening a person, or
 - e. Making an unreasonable noise, or
 - f. Fighting with another, or
 - g. Operating a generator, loud radio or other loud noises that may disturb the peace of others from the hours of 10:00 p.m. to 6:00 a.m.
 - h. Drinking or possessing alcoholic beverages posted "No Alcoholic Beverages Allowed."
26. To permit any child less than twelve (12) years of age to be a passenger in any vessel unless said child is wearing a Coast Guard Approved Flotation Device in the proper size.
27. To advertise by the use of billboards, signs, marker, audio device, or by any means whatsoever, unless written permission is granted by the Governing Body of the City Of Coldwater.
28. To hunt or to trap for any animal, fish or bird within the Lake Coldwater area.
29. To fail to pay any use fee as established by the Governing Body of the City Of Coldwater.
30. To interfere with any Coldwater City Elected Official, Police Officer or any Coldwater City employee in the conduct of his official business or duties pertaining to the administration of these ordinances.
31. To swim in areas other than those posted "Swimming Area." No lifeguard is provided and swimming is at own risk. Please supervise children.

PENALTY: Any person or persons failing to comply with any or all of these rules and policies may be subject to a fine of no more than one thousand dollars (\$1,000.00), and also may result in the immediate termination of this lease agreement by the Governing Body of the City of Coldwater.