

LAWTON LAKES
RECREATONAL AREA
LEASE AGREEMENT

In consideration of the covenants, agreements, conditions, and regulations hereinafter set forth, this rental agreement is made by and between the City of Lawton, Oklahoma ("City"), and _____ ("Tenant"), collectively "the Parties". This is a legally binding contract; if not understood, seek advice from an attorney.

The parties hereto hereby state, acknowledge and agree as follows:

1. The City agrees to rent to the Tenant the Space described as:

Camper Space(s) _____

Trailer Space(s) _____

Boathouse Space(s) _____

Wet stall Space(s) _____

Dry stall Space(s) _____

2. This rental shall not include any of the surface area of any adjacent lake or reservoir, or any stream or other tributary thereto, the ground underlying same and the air above same. Tenant agrees that only reasonable and customary use will be made of the rented facilities.

3. **The term of this rental agreement shall be 1 year, commencing on January 1st, 2024 and ending on December 31st, 2024.**

4. The rental amount shall be:

\$ _____ for each Camper Space, for a total of \$ _____

\$ _____ for each Trailer Space, for a total of \$ _____

\$ _____ for each Boathouse Space, for a total of \$ _____

\$ _____ for each Wet stall Space, for a total of \$ _____

\$ _____ for each Dry stall Space, for a total of \$ _____

Total rent for the full one-year period: \$ _____

**All Boats, Trailers, and Campers used in the rented spaces will be described fully in Appendix 'A'*

5. Rent is due for the full year period on January 31st, 2024.
 - a) The Tenant may elect to pay the rent for the full year period in two equal installments of one half of the total rent amount due on or before January 31, 2024, and the other half of the total rent amount due on or before June 30th, 2024. The Tenant must inform the city they have elected to pay the yearly rent in two installments at the time they make the January 31st, 2024 payment.
 - b) If the Tenant fails to make the full year payment or the first installment payment by February 15th, 2024, the City may elect to terminate this agreement and the tenant must remove all private property immediately.
 - c) If the Tenant elects to pay for the full year period in two installments and fails to make the second payment by June 30th, 2024, the City will assess a penalty of thirty dollars (\$30.00) per day until payment is made. An administrative charge of Fifty Dollars (\$50.00) will also be assessed to cover the costs of processing and handling delinquent payment. If payment has not been received by the City by July 15th, 2024, the City may elect to terminate this agreement and the tenant must remove all private property immediately. Holding over by the Tenant without written agreement by the City shall not be considered or construed as an extension or renewal of this rental agreement.
 - d) If the Tenant chooses to terminate this agreement and/or in the event the city terminates the lease for a breach of the agreement prior to the expiration, then Tenant shall be responsible for full amount of lease payment.

6. This rental is subject to all existing easements, to those subsequently granted, as well as to established access routes for roadways and utilities located, or to be located, on, in, under, above or across the Property. The City reserves and excepts to itself, its agents, licensees, permittees, and assigns, as well as those of the City of Lawton, an access easement to other adjacent or nearby property held by the City of Lawton. The City reserves the right to grant easements for access and other purposes across the property. This lease is further subject to the right of the City to enter the premises at any time necessary or convenient in connection for any government purposes. Without limiting the generality of the foregoing, this right includes the following: to make inspections, to move or relocate personal property of the Lessee for the purposes of installing infrastructure, or to make other use of the lands as may be necessary in connection with government purposes.

7. Tenant shall protect the property and adjacent lands and bodies of water:
 - a) The Tenant shall protect the property and adjacent lands and bodies of water against pollution of air, ground, and water. The Tenant shall comply with any laws, regulations, conditions, or instructions issued by the Environmental Protection Agency, the Oklahoma Department of Environmental Quality, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution.
 - b) The Tenant shall prevent and control soil erosion upon the property and adjacent lands.

- c) Tenant shall not spray or treat for the elimination or control of weeds or other noxious or invasive flora or fauna in any native grass, wild or wooded areas. Tenant shall not apply any fertilizer, pesticide, herbicide or other chemical spray or treatment within the 660' high water line (i.e. 660 feet from the maximum high-water line) of Lake Lawtonka. Tenant shall not otherwise apply any fertilizer, pesticide, herbicide or other chemical spray or treatment without the prior approval of the City.
 - d) The Tenant shall prevent the discharge, disposal, storage, or application of any toxic or hazardous materials within or upon the property.
 - e) The Tenant shall not discharge, dispose, store, or apply any waste or effluent, or any other substance, chemical or material, within, upon or from the property in such a manner that will contaminate streams or other bodies of water or otherwise become a public nuisance. **If discharge, disposal, or storage, as described above, is currently taking place, that activity must cease, and any associated system must be removed immediately.**
 - f) The only exception to "7.e", above, is existing Tanks that are designed as above ground septic holding tanks can be used as long as they are not broken or leaking. All connections must be airtight to not allow storm water in or sewage out and they must be pumped out by a licensed sewage pumping company. **These are recognized by the State as "grandfathered systems" at the lake, and no more can be added.**
 - g) **Failure to adhere to the conditions in this section (section 7) will result in termination of this rental as specified in section 12 below.**
8. Tenant shall use the property only for personal residential recreation purposes and for no other purpose. Operating a business, daycare, or any other commercial venture on the premises is strictly prohibited. Tenant shall not use, nor permit the use of anything in/on the property which would violate ANY of the terms or conditions of this lease. Tenant shall not commit or allow any unlawful acts, activities, or nuisances upon the Property.
9. The Tenant shall bear all costs of electricity as shown on the meters at each camper unit. The City shall have no obligation to provide utilities to any rental space(s) other than utility connections already in place at the beginning of this agreement. Use of electricity will typically be billed during the month of October with payment due no later than October 31st. Late payments will be assessed as stated in 5(c) above. Should Tenant decide to terminate the lease, tenant shall notify the City a minimum of (5) days prior to termination of the lease so an accurate final electric billing can be made.
10. Upon the expiration or termination of this rental, the Tenant shall promptly, peaceably, and quietly vacate, surrender, and yield the property to the City. The Tenant shall remove from the property all movable personal property, and all vehicles. Any such property not so removed within fifteen (15) days after the expiration or termination of this rental will be deemed abandoned by the Tenant. Such abandoned property determined beneficial to the City may become property of the City at its election. The City will dispose of any such abandoned property determined to be a detriment to the City and Tenant will be liable for any cost incurred for same.
11. Upon the expiration or termination of this rental, the Tenant shall restore the Property in like condition as when taken, reasonable use and wear thereof and damage by the natural elements excepted. The City may restore any part or portion of the Property not so restored

by the Tenant and Tenant will be liable for any cost incurred for same.

12. The City may terminate this rental agreement with or without cause upon giving (30) day written notice to the Tenant. The Tenant may terminate this agreement, likewise, provided the Tenant has not breached any covenant, agreement, condition, or regulation provided by this rental agreement. In the case of termination for cause, the City shall not refund the Tenant for any rental previously paid, and the Tenant shall pay in full all rent becoming due prior to during the period of notice.

13. Tenant must carry, at Tenant's sole cost and expense, throughout the term of this lease, an insurance policy covering the Boathouse, Trailer, Camper/RV Unit and premises against theft, pilferage, fire, windstorms, water damage, flooding, hail, any acts of God, nature, animals, and/or vandalism. Tenant's insurance policy must cover a minimum amount of \$300,000 for injury and/or death and property damage. It is expressly understood and agreed between the parties hereto that this agreement is simply for the lease of space and does not constitute a bailment of any nature whatsoever, and consequently, the city will not in any way be responsible for any loss or damage to any property of the Tenant and Tenant hereby releases the city from any and all such liability. **Tenant is required to provide the City a current registration/title for camper/RV and a valid certificate of liability insurance as described above no later than January 31st, 2024.** It is Tenant's sole responsibility to ensure a valid and up-to-date copy of their certificate of liability insurance has been submitted to the City.

14. The Tenant agrees to indemnify and hold harmless the City against all claims arising out of the use of the property. The Tenant shall promptly notify the City of any claim made by any party in relation to the property. Without limiting the generality of the foregoing, the City shall not be responsible for damages to property or injuries to any person which may arise from or be incident to the exercise of the privileges herein granted, or for damages to property of the Tenant, or for damages to the property or injuries to the Tenant's guests or others who may be on the premises at their invitation or at the invitation of any one of them. The Tenant shall hold the City harmless from any, and all such claims, not including damages due to the fault or negligence of the City.

15. The City shall not be liable in any way to Tenant for any loss, injury or any other damage of any kind that might result from an increase in the level of water in any lake, reservoir, stream, or other tributary. Rental amounts shall not be adjusted due to variations in the levels of any such waters.

16. Tenant shall not transfer or assign this rental nor sublet the property or any part thereof, nor grant any interest, privileges, or license whatsoever to any third party in connection with this rental. Tenant acknowledges that this lease agreement is specific to their temporary use of city property and that said use of premises is intended to be limited to the Tenant and Tenant's immediate family, which, for purposes of this lease, is defined as and includes Grandparents, Parents, Children & their Spouse, and Grandchildren & their Spouses. Any subletting or attempts to transfer and/or assign the use of said premises by

the Tenant shall be considered a breach of this agreement and will result in termination of the agreement. Occupancy of the property shall not exceed those parties signed to this agreement. Occupancy by anyone other than those listed for a period of more than fourteen (14) consecutive nights shall constitute a breach of this Agreement. Subletting any portion of the property on any third-party website/application/or other form is strictly prohibited and will be considered a breach of this agreement and will result in termination of the agreement.

17. A failure by either party to perform due to causes beyond the party's reasonable control, and without the fault or negligence of the party, is deemed excusable during the period in which the cause of the failure persists. Such causes may include acts of God or the public enemy, acts of the state or federal governments (whether in their sovereign or contractual capacity), fires, floods, earthquakes, epidemics, strikes, freight embargoes and unusually severe weather events.

18. Oklahoma law shall govern this Agreement. The parties make this rental agreement in Comanche County, State of Oklahoma and the exclusive venue of any legal proceeding arising hereunder shall lie in the courts of Comanche County, Oklahoma. Any interpretation or application of the terms and conditions of this rental agreement shall be construed in favor of City as part consideration for this rental and in recognition of the City's obligation to protect public property while maximizing economic return. Tenant agrees to pay all reasonable out-of-pocket expenses (including but not limited to reasonable attorney fees and court costs) incurred by the City in connection with any collection or enforcement effort made, or any legal action instituted, by the City to enforce and/or protect its rights under this Agreement.

19. The provisions and clauses in this rental agreement are severable. In the event a court of competent jurisdiction adjudicates any provisions or clauses of this rental agreement to conflict with applicable law, such conflict shall not affect any other provisions or clauses of this instrument, which shall be given full force and effect without the conflicting provisions or clauses.

20. This rental agreement may be executed in any number of counterparts, each of which when so executed and delivered, and any mechanical or electronic facsimile thereof, will be deemed an original, and such counterparts together will constitute one and the same instrument.

21. In the event of default by any Tenant, all remaining signatories shall be bound by all terms and conditions of this Agreement whether they are in actual possession of the premises or not. Should the Tenant neglect or fail to observe ANY of the terms of this agreement, the City may deliver to Tenant written notice of the breach, specifying the acts and omissions constituting the breach of the Agreement and that the Agreement will terminate upon a date not less than five (5) days after receipt of such notice of breach unless timely remedied prior to termination.

22. All notices and correspondence shall be in writing and considered properly given if mailed, postage fully prepaid, as follows:

APPENDIX A

For each vehicle type, Boat, Trailer, or Camper, list the following information:

Vehicle Type:

Owner Name:

Model #:

Year:

Registration #:

Length:

Vehicle Type:

Owner Name:

Model #:

Year:

Registration #:

Length:

Vehicle Type:

Owner Name:

Model #:

Year:

Registration #:

Length:

Vehicle Type:

Owner Name:

Model #:

Year:

Registration #:

Length:

**continue on additional pages if necessary*

UNIT NUMBER		ANNUAL COST OF LEASE	1/2 YEAR COST	SIZE
D1-5	Drystall	\$1,816.41	\$908.21	12X30
D1-8	Drystall	\$1,816.41	\$908.21	12X30
D1-22	Drystall	\$1,816.41	\$908.21	12X30
D1-27	Drystall	\$1,816.41	\$908.21	12X30
D1-33	Drystall	\$1,816.41	\$908.21	12X30
D1-60	Drystall	\$1,816.41	\$908.21	12X30
D1-63	Drystall	\$1,816.41	\$908.21	12X30
D1-69	Drystall	\$1,816.41	\$908.21	12X30
D1-81	Drystall	\$2,011.72	\$1,005.86	12X40
D1-92	Drystall	\$2,011.72	\$1,005.86	12X40

