

## CITY OF TAYLORVILLE LAKE LOT LEASE AGREEMENT

THIS AGREEMENT is made and entered into on April 1<sup>st</sup> of each lease term, by and between the CITY OF TAYLORVILLE, ILLINOIS, a municipal corporation, (herein referred to as "LANDLORD") and

Full Legal Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Drivers Lic. # \_\_\_\_\_  
Phone # « \_\_\_\_\_

(Herein referred to individually and collectively as "TENANT"), WITNESSETH AS FOLLOWS:

In consideration of the terms and provisions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the parties mutually agree, as follows:

1. LANDLORD does hereby lease to TENANT Taylorville Lake Lot Number \_\_\_\_\_ (herein referred to as "leased premises"), situated near Lake Taylorville in the City of Taylorville, Christian County, Illinois, to be used only as a seasonal lake lot for lake recreational purposes and not for permanent residential purposes. Structures presently on said lake lot, if any, are:

\_\_\_\_\_  
\_\_\_\_\_.

(Tenant must here list all existing structures, such as a house trailer, mobile home, trailer coach, dwelling unit, tent, camper, bus, storage shed, deck, porch, patio, dock).

2. Subject to early termination by LANDLORD, the term of this lease shall commence on April 1<sup>st</sup> of each lease term and shall end on October 31<sup>st</sup> of each lease term, unless TENANT extends this lease for winter storage purposes by timely paying the additional winter storage rental fee as hereinafter specified.

3. As and for rent, TENANT shall pay LANDLORD at the City Clerk's Office or at the Lake Marina the sum of **Six Hundred and Fifty Dollars (\$650.00)** payable in advance at the time TENANT signs this Agreement.

**CURRENT LESSEES NOT PAYING SAID \$650.00 BY APRIL 1<sup>st</sup> OF EACH LEASE TERM WILL HAVE FIVE WORKING DAYS AFTER APRIL 1<sup>st</sup> OF EACH LEASE TERM TO PAY \$1300.00 RENT FOR THIS SEASON OR LOSE THE AFORESAID LAKE LOT.) LOT RENT WILL NO LONGER BE REFUNDABLE REGARDLESS OF SELF-TERMINATION OF LEASE.**

#### 4. REQUIREMENTS TO RENT:

TENANT hereby AGREES, WARRANTS AND REPRESENTS to LANDLORD that:

a). TENANT is twenty-one years of age or older; and

- b). Only one Lake Lot lease per household is allowed, with *bona fide* City Residents given priority, and
- c). TENANT's full legal name, current primary residential address, phone number, and Driver's License Number as shown on the first page of this Agreement are true and correct; and
- d). TENANT has read and understands this Agreement and has signed same freely and voluntarily and TENANT is competent and of sound mind and memory at the time of signing this Agreement; and
- e). TENANT acknowledges and agrees to be primarily responsible and liable to the LANDLORD for fulfilling the terms of this Agreement; and
- f). Any house trailer, mobile home, trailer coach, dwelling unit, camper, bus, or recreational motor vehicle or other camping facility intended to be used and occupied on the leased premises shall either be leased to or owned and titled in the sole name of TENANT; and the same shall be primarily occupied by TENANT during the term of this Agreement. A copy of a Certificate of Title, or other evidence of ownership (e.g. bill of sale) or Lease shall be furnished to LANDLORD upon signing this Agreement or immediately upon placing such property on the leased premises, whichever event first occurs; and
- g). TENANT will use and occupy the leased premises and is not entering into this Agreement for the use of any third party.

## 5. SECURITY DEPOSIT:

In addition to said rent, at the time **NEW** TENANT signs this Agreement, **NEW** TENANT shall also pay to LANDLORD at the City Clerk's Office the sum of **Three Hundred Dollars (\$300.00)** as and for a security deposit to secure TENANT's obligations in this Agreement, including, but not limited to, clean-up costs and to apply to any default(s) as set forth in paragraph 11. of this Agreement. In such event, the LANDLORD shall have the right to immediately or thereafter apply said security deposit, or such portion thereof as necessary, to remedy any of said default(s) of the TENANT under this Agreement.

If such security deposit is not applied to TENANT'S obligation(s) or to remedy any default(s) of TENANT as set forth in this Agreement, then LANDLORD will keep such security deposit if this Agreement is timely renewed, which will secure TENANT'S obligations for such renewal term. If such security deposit is not fully applied towards TENANT's obligations or satisfaction of Tenant's default(s) in whole or in part, as set forth in this Agreement, then the balance of the security deposit shall be returned to TENANT.

## 6. OPTION TO RENEW:

LANDLORD reserves the right to discontinue leasing the leased premises for succeeding lease terms. If the LANDLORD, in its sole discretion, elects to continue leasing said Lake Lot Number (leased premises), then TENANT shall have the option to renew the term of this Agreement for one additional term commencing from April 1<sup>st</sup> of each lease term and shall end on October 31<sup>st</sup> of each lease term, provided TENANT, on or before April 1<sup>st</sup> of each lease term, signs a new Agreement AND pays LANDLORD the full amount of the rent (the amount thereof to be hereafter established by LANDLORD) for such renewal term on or before April 1<sup>st</sup> of each lease term.

**FAILURE TO DO SO WILL RESULT IN THIS LEASE NOT BEING RENEWED unless Tenant signs a new Agreement AND pays Landlord 200% of said established rental amount for the entire April 1<sup>st</sup> to October 31<sup>st</sup> of each lease renewal term within five (5) working days immediately after April 1<sup>st</sup> of each lease term.**

The LANDLORD hereby reserves the right and option, in its sole discretion, to modify any or all the terms and provisions of such new Agreement for such renewal term, including, but not limited to, the amount of the rent and/or winter storage rental fee and/or security deposit, any option to renew, and any one or more or all the terms and provisions contained in this Agreement. If TENANT fails to timely exercise such option to renew by said April 1<sup>st</sup> date or within said five (5) working days, then the leased premises shall revert to LANDLORD and same shall be available for rental in accordance with a "waiting list" on file at the Lake Marina with City Residents given priority with only one name per household. Should TENANT die prior to said April 1<sup>st</sup> date, or upon approval of the Lake Superintendent and Chairman of the Lake Committee, any member of TENANT's immediate family (for such sole purpose only being defined as a surviving spouse, adult child, step, foster or adopted child, adult grandchild, brother, sister or parent of TENANT but not great grandchildren or later generations) shall have the said first option to renew the term of this Agreement on or before said April 1<sup>st</sup> date or within said five (5) working days. Transfer of lots will be limited to one time per year per the rules listed above. All transfers will require a \$100.00 transfer fee.

## **7. MAINTENANCE:**

TENANT shall keep and maintain the leased premises and all allowable improvements thereon in a clean, healthy, safe, sanitary, and orderly condition at all times as may be determined from time to time in the sole discretion of the Lake Superintendent and free of all garbage and debris and shall keep the leased premises mowed and trimmed to the appropriate height, all in accordance with the LANDLORD's ordinances and Taylorville Code as now enacted or hereafter amended.

The leased premises shall be fully cleaned up to the LANDLORD's Lake Superintendent's satisfaction as of October 31<sup>st</sup> of each lease term. If at any time during or after the lease term the TENANT fails to clean up the leased premises and/or fails to remove all garbage and debris, and/or fails to properly mow and trim the leased premises, all to the satisfaction of the LANDLORD's Lake Superintendent; and the LANDLORD incurs costs for labor and/or materials and/or use of LANDLORD's machinery or equipment or incurs any mowing, dumping or disposal fees or costs paid to third parties, for such purposes, then such fees and costs shall be deducted from TENANT's available security deposit. If such fees and costs exceed the amount of any such security deposit, then TENANT shall immediately pay and be liable for such excess. Such LANDLORD labor and machinery and equipment costs shall be determined in accordance with LANDLORD's then prevailing hourly rates for manpower and use of LANDLORD's machinery and equipment, which rates may be amended from time to time by the LANDLORD. Such labor; machinery and equipment rates are on file in the LANDLORD's City Clerk's Office.

Immediately upon expiration of this Lease or earlier termination by LANDLORD, the TENANT shall remove from the leased premises all personal property and/or structures situated on the leased premises including, but not limited to, any house trailer, mobile home, trailer coach, dwelling unit, camper, bus or recreational vehicle or any other camping facility, tent, storage shed, boat dock, porch, deck, patio or any other property owned by or used by or possessed by TENANT or located on the leased premises and not owned by LANDLORD, but excluding any human waste sanitation holding tank or concrete holding tank, electric lines or power boxes which shall become the sole property of Landlord immediately upon installation thereof. If TENANT fails to remove all the aforesaid property and/or structures from the leased premises, then said property and/or structures shall be deemed

conclusively abandoned by TENANT and any of his invitees, licensees, guests, trespassers, agents, or employees, on the 30<sup>th</sup> day following LANDLORD's service of a NOTICE OF ABANDONMENT upon TENANT. Such service shall be deemed made by LANDLORD on the date LANDLORD deposits a copy of said NOTICE OF ABANDONMENT in a United States Post Office Box or office in an envelope with first class postage prepaid, and addressed to TENANT at the address identified below in this Agreement. Upon such abandonment, the LANDLORD shall be deemed the owner of said property and may then keep, remove, destroy, trash, dump, sell, give, convey, or otherwise dispose of said property at LANDLORD's sole discretion, free and clear of any claim or demand by or any right, title, or interest therein of TENANT or any of his invitees, licensees, guests, trespassers, agents, or employees. If the aforesaid property and/or structures are abandoned as defined herein, TENANT shall pay a storage fee to LANDLORD in the amount of \$5.00 (five dollars) per day or any portion thereof from the date the Lease either expires or is terminated until the aforesaid property and/or structures are abandoned under the terms of this paragraph. Said storage fee(s) may be deducted from TENANT's available security deposit. If such fees exceed the amount of any available security deposit, then TENANT shall immediately pay and be liable for such excess.

In the event of such abandonment and LANDLORD incurs any costs for labor and/or materials and/or use of LANDLORD's machinery or equipment to remove, destroy, trash, dump, store, or otherwise dispose of any or all of said property, or incurs any fees or costs paid to third parties for such purposes, then such fees shall be deducted from TENANT's available security deposit. If such fees and costs exceed the amount of any such security deposit, then TENANT shall immediately pay and be liable for such excess. Such LANDLORD labor and machinery and equipment costs shall be determined in accordance with LANDLORD's then prevailing hourly rates for manpower and use of LANDLORD's machinery and equipment, which rates may be amended from time to time by the LANDLORD. Such labor, machinery and equipment rates are on file in the LANDLORD's City Clerk's Office.

#### **8. EXTENSION OF TERM FOR WINTER STORAGE:**

TENANT shall have the option to extend this Agreement to March 31<sup>st</sup> of each term year for winter storage purposes only, provided TENANT pays a **Two Hundred Fifty Dollars (\$250.00)** winter storage rental fee on or before October 31<sup>st</sup> of each term year. **FAILURE TO DO SO WILL RESULT IN THIS LEASE BEING AUTOMATICALLY TERMINATED AND NOT EXTENDED FOR WINTER STORAGE PURPOSES unless Tenant pays Landlord a winter storage rental fee of Five Hundred Dollars (\$500.00) within five (5) working days immediately after October 31<sup>st</sup> of each term year.** The winter storage period is from November 1<sup>st</sup> through March 31<sup>st</sup> of each term year. The winter storage rental fee shall apply to house trailers, mobile homes, trailer coaches, dwelling units, bus or recreational vehicles, campers, trailers, tents, camping facilities, storage structures, decks, porches, patios, and anything else located on the campground site which does not belong to the City, during the above-mentioned winter storage time.

The Lake Superintendent shall designate the winter storage lots or sites and the lot and site boundary lines and attend to the administrative requirements in the winter storage leasing of the lake lot sites.

#### **9. STRUCTURES OR BUILDINGS:**

TENANT shall not build, install, alter, add, improve, construct, place, or maintain any permanent or temporary structure or building of any kind, nature, or extent whatsoever including, but not limited to, any house trailer, mobile home, trailer coach, dwelling unit, camper, bus, deck, porch, patio, room addition, trailer, upon, over, or under the leased premises. Portable cabins with no permanent

foundation will be allowed on Lake Lots, upon Superintendent approval. (For Storage Sheds-see below.) TENANT warrants that no such permanent or temporary structures or buildings have been built, installed, altered, added, improved, constructed, placed, or maintained on said lot on or after December 21, 1998. Breach of said warranty shall be, in the sole discretion of LANDLORD, immediate grounds for default of the Lease. To make repairs to any existing structure, existing on the leased premises on the date of signing their lease, the following procedure must be followed:

- a). The TENANT must request in writing what repairs they wish to complete.
- b). The request must be signed and given to the Lake Superintendent with drawings and measurements.
- c). If the request is approved by the Lake Superintendent, in his sole discretion, the Lake Superintendent will grant the request by providing the TENANT with a signed written approval.

No repairs are to commence prior to receiving the Lake Superintendent's written approval. The TENANT shall not install, build, or construct any boat dock without the prior written consent of the Lake Superintendent, which consent is NOT guaranteed and can be denied at the sole discretion of the Lake Superintendent. TENANT shall not cause nor permit any mechanics' liens to be assessed against the leased premises; and TENANT shall promptly pay for any such approved repairs.

Lessees of Lake Lots shall be allowed to construct or locate one storage shed not to exceed a size of eight foot by ten foot (8' x 10') on their Lake Lot. Prior to doing so, the lessee shall obtain approval of the Lake Superintendent or his designee of such storage shed and the requested area where such storage shed will be located on the lessee's Lake Lot; and, in addition, lessee shall first purchase a ten-dollar (\$10.00) pre-location inspection fee permit from the Lake Department. If the permit is not obtained within ten days, such storage shed must be removed from the Lake Lot. The securing of such storage shed with tie downs or some other means will be required. The storage shed referenced herein shall not be used as a living habitat for anything, including, but not limited to, humans and animals.

TENANT shall not be permitted to sell, assign, give, or lease such structures to third parties unless same are immediately removed from the leased premises upon the expiration or termination of this lease or upon the date of such sale, assignment, gift, or lease, whichever event first occurs.

All house trailers, mobile homes, trailer coaches, dwelling unit, tents, campers, busses, recreational motor vehicles, or other camping facilities, or all storage sheds, decks, porches, or patios shall be removed from the leased premises by the TENANT at TENANT's expense prior to October 31<sup>st</sup> unless TENANT has properly extended this lease for winter storage.

#### 10. **FURTHER TERMS, CONDITIONS, RULES & REGULATIONS:**

A. Prior to the City's execution of any lease agreement for a Lake Lot, the prospective tenant shall pay the City Clerk a ten-dollar (\$10.00) fee for preparation of each additional lease agreement because such prospective tenant failed to return to the City the lease agreement previously furnished to said prospective tenant.

B. The leasing of any available Lake Lots shall be conducted by a lottery system procedure that is recommended from time to time by the Lake Committee and that is approved by the City Council from time to time. The Lake Superintendent shall maintain a list of Lake Lots available each year for lease and shall designate a date for the leasing of the available Lake Lots.

Notwithstanding anything herein or in the aforesaid lottery system procedure adopted from time to time to the contrary, the following rules shall apply to said lottery system procedure and the availability of any Lake Lot leases:

- i.* Only *bona fide* Taylorville Illinois residents shall be first selected through said lottery system to lease any available Lake Lot from time to time.
- ii.* Non-*bona fide* Taylorville Illinois residents can only be selected through said lottery system to lease any available Lake Lot from time to time if there are no remaining *bona fide* Taylorville Illinois residents participating in said lottery system for the applicable lease year in question from time to time.
- iii.* No immediate family member of any tenant who lives in the same household of the Tenant of any Lake Lot lease can participate in the aforesaid lottery system procedure. For purposes hereof, "immediate family member" of the tenant shall include: spouse, civil partner, natural or adopted or step child or grandchild, brother, sister, brother-in-law, sister-in-law, son-in-law, or daughter-in-law or any of their respective natural or adopted or step children.
- iv.* Tenant shall not be entitled to sublease or assign this Lake Lot lease in whole or in part at any time; and any such sublease or assign shall automatically terminate this lease agreement.
- v.* Once a person has leased a Lake Lot, such tenant shall not be entitled to participate in the aforesaid lottery system, until and unless such tenant first relinquishes his or her then existing Lake Lot lease. Reimbursement of funds, if any, associated with the said relinquished lease may be refunded at the direction of the Lake Superintendent.
- vi.* Lake lots shall not be held or reserved but may only be secured by executing the required lease agreement and by paying the required rent.

C. No more than one camper, trailer, recreational vehicle, or other camping facility shall be placed on a Lake Lot; provided, however, that one additional camper, trailer, recreational vehicle, or other camping facility shall be permitted to locate on a Lake Lot for a period not to exceed seven (7) days with the written registration per directive of the Lake Superintendent or designated official. The additional camper, trailer, recreational vehicle, or other camping facility shall be permitted to locate on a Lake Lot but must be removed from lake property for no less than fourteen (14) days before being allowed back on any lake property. "Camping facility" as set forth herein, shall not include tents. No more than two (2) tents (not to exceed 10 feet by 10 feet each in size) shall be placed on a lake lot. Only the lot lessee either in person or over the phone can complete the written registration with an employee of the marina office during the marina's working hours. The registration form will include no less than the following: lake lot number, name of lot lessee, name of person visiting with the second camping facility, description and license plate number of the visiting facility, and date of arrival and scheduled departure. It will be the lessee's responsibility to ask the name of the employee completing the form over the phone to avoid any misunderstandings if a problem would arise.

D. Notwithstanding anything to the contrary in this section, if a lease is terminated because of default(s) of tenant as set forth in the lake lot lease agreement, then tenant, any immediate family member of tenant (as defined in such lease agreement), and any person who resides with tenant anywhere and at any time on the date of or after such default shall not be entitled or eligible to participate in the aforesaid lottery, as established from time to time, for any lease of any City lake lot or campground site for a period of one full calendar year following the year during which occurred the effective lease termination date or of its nonrenewal or non-extension.

E. On a case by case basis, and only if all lake lots have been leased for the subject lake lot leasing season, the City Council may allow, in their sole discretion from time to time, an existing tenant to share with another person (as a City approved licensee) the same lake lot under the existing tenant's Lake Lot Lease Agreement for the remaining portion of the subject lake leasing season; provided: I) such tenant signs and delivers to the City a Lake Lot Lease Agreement Addendum (in a form approved by the City Council from time to time); and ii) such tenant pays the City the required additional non-refundable rent and additional security deposit as stated in the Lake Lot Lease Agreement Addendum; and iii) such tenant agrees to fully comply with and remain fully responsible and liable for compliance with all of the terms and provisions applicable to the tenant under said Lake Lot Lease Agreement and/or as may be made applicable to such licensee under said Lake Lot Lease Agreement Addendum.

F. For purposes hereof, the term "illegal drugs" shall mean any substance illegal under the laws of the State of Illinois and/or the Federal Government and shall include, but is not limited to, any controlled or counterfeit substance or controlled substance analog or any methamphetamine manufacturing chemical, or the salt of an optical isomer of methamphetamine or an analog thereof, or cannabis, as those terms are defined or referred to in the Illinois Controlled Substance Act (720 ILCS 570/101 et seq.) or the Cannabis Control Act (720 ILCS 550/1 et seq.) or the Controlled Substance and Cannabis Nuisance Act (740 ILCS 35/0.01 et seq.) all as now enacted or hereafter amended.

If under the age of twenty-one years, Tenant shall not sell, give, deliver, consume, or possess any alcoholic beverages on the leased premises. The Tenant, regardless of age, shall not cause or permit or allow the sale, gift, delivery, consumption or possession of any alcoholic beverage(s) on the leased premises by any person or persons under the age of twenty-one years.

The Tenant, regardless of age, shall not sell, give, serve, deliver, store, consume, manufacture, produce, grow, cultivate, use, or possess any illegal drugs or any illegal drugs contraband or paraphernalia on the leased premises. The Tenant, regardless of age, shall not cause or permit or allow the sale, gift, serving, delivery, storage, consumption, manufacturing, production, growing, cultivation, use or possession of any illegal drugs or any illegal drugs contraband or paraphernalia on the leased premises by any person or persons.

For purposes hereof, if the Tenant or any person or persons is or are determined by the Lake Superintendent or his representative, or by any law enforcement officer to be or has been in violation of any of the foregoing terms, then such determination shall be conclusively deemed a default and violation under this Agreement, unless such Tenant shall prove to the Lake Superintendent's satisfaction that such violation was by a person who was a trespasser on the leased premises and not expressly or impliedly invited or permitted upon the leased premises by such Tenant or any of such Tenant's guests, invitees, licensees, agents or employees.

G. TENANT shall be subject to and shall also fully comply with the Taylorville City Code, and all rules, regulations, ordinances, laws, or statutes, all as now or hereafter enacted or amended, of any governmental entity, including the LANDLORD as same are now or may hereafter be made applicable to the leased premises and to the use of Lake Taylorville. A copy of the LANDLORD's rules,

regulations, ordinances, and the Taylorville City Code applicable to the leased premises and the use of Lake Taylorville are available for inspection at the LANDLORD's City Clerk's Office or online at "www.taylorville.net."

H. No loud music, D.J. or band will be allowed on any City owned property adjoining Lake Taylorville per Section 4-6-1(F) of the City Code.

I. The hours of 11:00 P.M. to 6:00 A.M. shall be regarded as "quiet hours" per Section 7-3-8(D) of the City Code.

J. TENANT shall not use the leased premises nor permit or allow the leased premises to be used for any purpose calculated to injure or deface the same, or to injure the reputation or credit of the leased premises or of other lake lots or Lake Taylorville.

K. TENANT shall be responsible for the acts and/or omissions of TENANT's invitees, licensees, guests, agents, or employees who use the leased premises with the express permission or consent of the TENANT.

L. TENANT shall not assign nor sublet the leased premises, or any part thereof, and any attempted assignment or subletting shall be a nullity as against the LANDLORD and shall be deemed an automatic termination of this Agreement.

M. TENANT shall not cause or permit the deposit of dirt, rock, concrete, backfill or other materials into Lake Taylorville or on any other City Property and shall not cause or permit any digging or trenching or excavating or dredging in Lake Taylorville or on any other City Property without the express written consent of LANDLORD's Lake Committee, which consent is not guaranteed and can be denied at the sole discretion of LANDLORD's Lake Committee.

N. TENANT shall permit the LANDLORD, and its authorized representatives, to have free access to the leased premises for the purpose of examining or exhibiting the same, or to make any needful repairs, clean up, or alterations to the leased premises, which LANDLORD may see fit to make. LANDLORD reserves the right to lower the water level of Lake Taylorville from time to time during the term of this Agreement.

O. Immediately at the expiration or earlier termination of the term of this Agreement, TENANT shall yield up and surrender possession of the leased premises to LANDLORD without further notice in as good condition as when the same were entered upon by the TENANT, loss by ordinary and reasonably wear excepted.

P. TENANT shall promptly pay for all utilities (gas, electric, etc.) which may be provided to the leased premises.

Q. TENANT agrees to and shall fully protect, indemnify, hold and save harmless LANDLORD, and its officers, employees, City Council, and agents from and against any and all loss, damages, liability, claims, demands, costs, expenses, causes of action, or suits of any kind, nature, or extent whatsoever on account of any and all personal injuries or death or damages or loss to property occurring, arising, incident to or resulting from or caused, directly or indirectly or consequentially, in whole or in part by TENANT or by any of TENANT's guests, licensees, invitees, trespassers, agents or employees as same relates to the direct or indirect use or occupancy of the leased premises; provided, however, TENANT shall have no liability for matters caused by the sole negligence of LANDLORD. TENANT shall also pay for all of LANDLORD's reasonable attorney fees and costs.



R. The aforesaid rent and storage fee is non-refundable in the event of earlier termination of this Agreement by the Tenant. The aforesaid rent, storage fee and security deposit are non-refundable in the event of earlier termination of this Agreement by the City of Taylorville.

S. TENANT shall immediately notify LANDLORD in writing of any holding tanks, concrete holding tanks, wells, and/or sand points on the leased premises; and TENANT shall likewise furnish LANDLORD's City Clerk and Lake Superintendent with a copy of the permit or permits which are required by the City of Taylorville, State of Illinois, or Christian County. The terms and provisions of subsection F of Section 7-1-4 of the Taylorville Municipal Code relating to human waste sanitation holding tanks or concrete holding tanks are incorporated herein by reference thereto and shall be binding upon Tenant.

T. Tenant shall pay Landlord a Twenty Dollar (\$20.00) fee in advance for each occasion in which the Lake Superintendent opens any City gate to any road(s), at Tenant's request, for Tenant to access the lake lot areas after October 31 and prior to April 1 of each year. The Lake Superintendent shall determine in his sole discretion whether to grant any such request(s) and, if so, the time deemed convenient to the Lake Superintendent to open such gate(s). The Lake Superintendent may refuse access to the lake lot areas for any reason whatsoever and under whatever conditions and terms as determined in his sole discretion.

U. Notwithstanding anything herein to the contrary, TENANT shall not be entitled to enter into or renew this lease Agreement nor to extend this lease Agreement for storage purposes if TENANT is then in default of any one or more of the terms and provisions of this Agreement or if TENANT or if any immediate family member of Tenant who resides with Tenant (for purposes hereof "immediate family member" being defined as TENANT'S spouse or TENANT'S natural, step, foster, or adopted child or children) or if any person who resides with Tenant anywhere owes any monies to or fails to timely pay any moneys owed to the City of Taylorville for any purpose under any Taylorville City Code provision, rule, regulation or Ordinance of the City of Taylorville, at the time of such initial term, renewal or extension or at the time such initial term, renewal or extension takes effect.

#### **11. TIME IS OF THE ESSENCE:**

LANDLORD may immediately terminate or not renew or allow the extension of the lease of the leased premises upon any of the following events:

- a). In the event TENANT shall be in default in the performance of any one or more of the terms or provisions of this Agreement agreed to be kept and performed by TENANT or relating to any agreement, warranty, or representation of TENANT as set forth in this Agreement. For purposes hereof, any such default committed by TENANT's guests, invitees, licensees, agents, employees, contractors, heirs, executors, administrators, legal representatives, successors or assigns or by any immediate family member of TENANT (as defined hereafter) or by any person with whom TENANT resides with shall be deemed a default by TENANT.
- b). TENANT shall be deemed in default if TENANT or if any immediate family member of TENANT who resides with TENANT (for purposes hereof "immediate family member" being defined as TENANT'S spouse or TENANT'S natural, step, foster, or adopted child or children) or if any person who resides with TENANT anywhere owes any monies to or fails to timely pay any monies owed to the City of Taylorville for any reason or purpose whatsoever and/or under any rule, regulation or Ordinance of the City of Taylorville.

- c). TENANT shall be deemed in default if any bank draft(s) or check(s) presented or delivered to LANDLORD by or on behalf of TENANT for payment of the rental fee or for payment of the winter storage rental fee is returned for insufficient funds or is otherwise not subject to immediate collection by LANDLORD upon presentation to the financial institution for payment thereof.

Upon such default, LANDLORD may immediately enter upon the leased premises, repossess same, with or without notice or process of law, and remove all persons and property. After such default, TENANT and all persons in possession shall be deemed guilty of forcible detainer of the leased premises under the statute in such case made and provided. In the event LANDLORD shall bring a legal action to enforce any of the terms of this Agreement, or to obtain possession of the premises by reason of any default of TENANT, or otherwise to obtain relief or damages, TENANT shall pay LANDLORD, its reasonable attorney fees and costs. Waiver by LANDLORD of any of the terms or provisions contained herein shall not be deemed a continuing waiver or waiver of any subsequent default. A decision by LANDLORD's Lake Superintendent that a default has occurred shall be final unless appeal is taken by the TENANT to the LANDLORD's Lake Committee.

In addition to, and not in lieu of, the foregoing rights of Landlord, each violation of any Taylorville City Code provision shall subject the Tenant to a fine or penalty in the amount in the amount of \$250.00 for each offense. Each day upon which a violation occurs or continues shall be deemed to be a separate offense.

Notwithstanding anything in this Agreement to the contrary, if this lease is terminated because of a default or defaults of TENANT, then TENANT and any immediate family member of TENANT (as defined above in this paragraph 11) and any person who resides with TENANT anywhere and at any time on the date of or after such default shall not be entitled or eligible to participate in the lottery system as established from time to time, for any lease from LANDLORD of any available Lake Lot or campground lot, for a period of one full calendar year following the year during which occurred the effective date of the termination of this lease or its nonrenewal or non-extension.

**12. IMPORTANT!!! NO HOUSE TRAILER OR MOBILE HOME OR TRAILER COACH OR BUS OR VAN OR ANY OTHER SIMILAR HOUSING DWELLING UNIT THAT IS NOT "SELF CONTAINED" IS PERMITTED ON THE LEASED PREMISES FROM AND AFTER SEPTEMBER 16, 1996!!!**

Notwithstanding anything in this Agreement to the contrary, from and after September 16, 1996 Tenant shall not have, or place, or maintain or use any house trailer or mobile home or trailer coach or bus or van or any other housing used as a dwelling unit that is not "self-contained", on the leased premises; provided, however, if Tenant owned a house trailer or mobile home or trailer coach or bus or van or any other housing used as a dwelling unit that was "self-contained", on September 15, 1996 and same was then located on the aforesaid Lake Lot number (leased premises), then Tenant shall be permitted to maintain, but shall not replace or substitute, such house trailer, mobile home, or trailer coach or bus or van or any other housing used as a dwelling unit that was "self-contained", such housing dwelling unit on the aforesaid Lake Lot number (leased premises) during the term of this lease subject to the terms and provisions of this Agreement until the expiration or earlier termination of this Agreement for the leasing of the aforesaid Lake Lot number (leased premises) or any renewal thereof. The term "self-contained" shall mean that it has its own water and/or holding tanks. Upon such expiration or earlier termination, Tenant shall immediately remove such house trailer, mobile home, or trailer coach, or bus or van or any other housing used as a dwelling unit that was "self-contained," such housing dwelling unit from the aforesaid Lake Lot number (leased premises).

13. **MISCELLANEOUS PROVISIONS:**

This Agreement represents the entire agreement between the parties respecting the matters and things referred to herein and supersedes in all respects any prior arrangement or agreement with reference to the subject matter hereof, whether written or oral. No modification or amendment to this Agreement shall be effective unless made in writing and signed by both parties.

This Agreement is binding upon LANDLORD and TENANT and their respective heirs, executors, administrators, legal representatives, and successors.

This Agreement is signed in duplicate to be made effective upon the date first above-mentioned.

**COMPLETE RULES AND REGULATIONS FOR THE LAKE CAN BE FOUND ON THE CITY OF TAYLORVILLE WEB SITE @www.taylorville.net, AT THE LAKE MARINA OR THE CITY CLERK'S OFFICE.**

**LEASE MUST BE IN ONE NAME ONLY. A COURT HAS NO JURISDICTION OVER THIS AGREEMENT IN MATTERS INCLUDING BUT NOT LIMITED TO DIVORCE OR SEPARATION PROCEEDINGS.**

**LANDLORD**

City of Taylorville, Illinois  
a municipal corporation

By: \_\_\_\_\_  
Mayor

Attest:

By: \_\_\_\_\_  
City Clerk

**TENANT**

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**PLEASE NOTE: It is your responsibility to keep the City Clerk's Office (Phone # 217-824-2101) notified of any change in your address or phone number. In the event leases, statements, (or other notices) are mailed and are returned by the Post Office as "undeliverable," no further mailings will be sent. There will be an attempt to reach you one time by phone, but Change of Address or Phone Number is Your Responsibility.**