CITY OF DEARBORN
CAMP DEARBORN TV2 ANNUAL SITE RESERVATION AGREEMENT

NOTICE: MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS AGREEMENT IS REQUIRED TO COMPLY WITH TRUTH IN RENTING ACT. IF YOU HAVE QUESTIONS ABOUT THE INTERPRETATION OR LEGALITY OF A PROVISION OF THIS AGREEMENT, PLEASE SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.

This 2022 Site Reservation Agreement (the "Lease") is made and entered on this _____, day of _____, 2022, by and between the CITY OF DEARBORN ("Lessor"), whose address is 1700 General Motors Rd., Milford, MI 48380, and _____ ("Lessee") whose address appears below, collectively referred to as the "Parties."

LESSEE:

Name: _____

Address: _____

_____

Phone: _____

Date of Birth: _____

Email: _____

Driver's License No.: _____

Current Employer: _____

LESSEE EMERGENCY CONTACT:

Name: _____

Phone: _____

Address: _____

_____

TRAILER:

Model: _____Year: _____

VIN: _____

Make: _____Size: _____

Property Address: TV 2, Site: _____

*ANNUAL SITE FEE:

***To be determined by the size of the trailer.**

Lessee may begin making payments on March 1, 2022. Annual Site fee must be paid in full by May 27, 2022.
A $10 per day late fee will be added if payment in full is not received on or before the due date.

Payments may be made at the Ford Community and Performing Arts Center (15801 Michigan Ave, Dearborn, MI 48126) **313-(313) 943-2350**
or **the *Camp Dearborn Office** (1700 General Motors Rd., Milford, MI. 4838) **(248) 684-6000.**
***Camp Dearborn Office is available by phone only until April 4, 2022**

SECURITY DEPOSIT: $1,000.00
*New lessees are required to pay a one-time deposit of $1,000.00. This deposit will be refunded when the trailer is sold or removed. The deposit will be forfeited if the Lease is cancelled within the first year or for violations of this Lease.

Copy of Title: _____ Photo: _____

Proof of Residency:_____

Rec. Vehicle Seal: _____

In consideration for Lessee's payment of Rental Rate, and agreement to and compliance with the provisions set forth in this Lease, Lessor hereby agrees to lease to Lessee, the Site for Lessee's Trailer, located at Camp Dearborn, TV2, 1700 General Motors Rd., Milford, MI 48380.

THE PARTIES AGREE AS FOLLOWS:

LESSEE'S OBLIGATIONS

1. Lessee shall pay to Lessor the Rental Rate, in accordance with the payment schedule shown on page 1 herein. A $10 per day late fee will be added if payment in full is not received on or before the due date.

2. Rental Rate payments shall be made in person at the Camp Dearborn Office, or by check mailed to 1700 General Motors Rd., Milford, MI 48380. Payments must be received by Lessor prior to the due dates listed on the payment schedule shown on page 1 herein.

3. If Lessee fails to execute a new Lease for a subsequent season and does not remove his/her Trailer by the expiration or termination of the current Lease, and/or if Lessee fails to pay in full the Rental Rate in accordance with the payment schedule shown on page 1 herein, this Lease shall be terminated, Lessee shall be deemed to have abandoned the Trailer, and Lessor may have the Trailer removed at Lessee's sole cost and expense. Notice shall be provided in accordance with the "Termination" provisions stated herein.

4. Lessee shall not assign his/her rights or obligations pursuant to this Lease without the express written consent from Lessor.

5. Lessee shall keep the Trailer and the Site neat, clean, in good repair, and use the Trailer in such a manner as to not be detrimental to any other lessee or to the operation of Camp Dearborn. Lessee shall keep the Trailer and the Site clean, lawn cut, and grass trimmed around the Trailer.

6. Lessee shall respect the privacy of other lessees. Lessee and Lessee's guests shall not conduct themselves in a manner that unreasonably disturbs other lessees, and shall refrain from all illegal activities. Lessee shall be responsible for the activities and behavior of his/her guests.

7. Lessee shall be responsible for the expense of maintaining the electrical service within the Trailer, and from the point at which the services connect from a service point. Lessee shall be responsible for ensuring proper connection of the electric service to the Trailer.

8. Lessee shall maintain the Trailer free from rats, vermin, and other pests.

9. Lessee shall place household waste in durable garbage bags and discard the bags at the designated trash dumpsters.

10. Upon expiration or termination of the Lease, Lessee shall leave the Site in as good a condition as it was at the commencement of the Lease, reasonable wear and tear excepted.

11. Lessee shall not permit the Site to be utilized by a non-resident, using Lessee's name/address.

12. Prior to the commencement of this Lease, Lessee shall provide proof of residency, a copy of the title to the Trailer, a photograph of the Trailer, and Recreational Vehicle Industry Seal of Approval.

13. Lessee agrees that the Trailer shall not be transferred to a different owner without the express prior written authorization from the Lessor.

14. Lessee shall comply with Camp Dearborn Rules and Regulations, Lease Policies, and General Guidelines provided in the Seasonal Trailer Camping Brochure.

15. Lessee agrees that all Trailer and/or Site alterations, additions, or improvements shall not be made without the express prior written authorization from the Lessor.

16. Lessee shall not cause or permit the Trailer to be used as a permanent or off-season residence.

17. Lessee shall not assign, sub-lease, or rent the Trailer without the express written prior authorization from the Lessor.

18. Lessee agrees and understands that the smoking, vaping, or cultivation of marijuana or other substances illegal under federal law is prohibited at Camp Dearborn, including within the Trailer. This includes the use of lighted marijuana (recreational and/or medical) and/or cannabis derived substances. The term cultivation means the growth or act of growing marijuana (recreational and/or medical) and/or cannabis.

19. Lessee shall be responsible to secure and pay for insurance necessary to cover his/her Trailer, its contents, personal property, property damage, and personal injury.

20. Lessee shall at all times, comply with local, state, and federal laws.

LESSOR'S OBLIGATIONS

1. Lessor shall provide access and use of the Site to Lessee as indicated on page 1 herein.

2. Lessor shall provide Lessee with access to electrical service.

3. Lessor shall provide Lessee with access to trash dumpsters.

4. Lessor shall maintain the common areas at the TV2 location.

TERMINATION

1. Lessor may terminate this Lease for nonpayment of the Rental Rate, for a violation of Lessee's Obligations contained herein, for a violation of any of the Lease terms, for any illegal activity, or for a violation of Camp Dearborn Rules and Regulations, Lease

Policies, or General Guidelines as provided in the Seasonal Trailer Camping Brochure. By executing this Lease below, Lessee acknowledges that he/she has been provided with copies of all such rules, polices, and guidelines.

2. Lessor shall provide Lessee with written notice, within thirty (30) days of its intention to terminate the Lease, stating the reason for termination. The notice shall be hand delivered or sent by registered or certified mail, return receipt requested, to the address listed on the "Notice" provision herein.

3. If Lessor terminates the Lease and Lessee fails to remove the Trailer within thirty (30) days after receipt of notice as provided above, Lessee shall be deemed to have abandoned the Trailer, and Lessor may disconnect the utilities, and remove the Trailer at Lessee's sole cost and expense.

4. Lessor may remove or cause to be removed from Camp Dearborn, any Lessee and/or guest of Lessee, who while at Camp Dearborn, disturbs the peace and comfort of other Camp Dearborn patrons, or causes physical harm to Camp Dearborn facilities, or who violates the law, or who fails to pay agreed-upon Rental Rate. Before Lessee is removed from Camp Dearborn pursuant to this provision, Lessor shall request that the Lessee and/or guest of Lessee immediately depart from Camp Dearborn. The request shall be in writing and shall include the reason(s) for the request. If Lessee has paid in advance, Lessor shall return the unused portion of the advance payment. Any Lessee or guest, who remains or attempts to remain in Camp Dearborn after being requested to leave, shall be considered a trespasser and may be prosecuted pursuant to applicable law. Lessor may call upon law enforcement for assistance. A law enforcement officer, upon request of Lessor, shall remove from Camp Dearborn an individual who violates the provisions herein. If a warrant has been issued by the proper judicial officer for the arrest of Lessee or guest of Lessee, the officer shall serve the warrant, arrest the Lessee or guest, and take the Lessee or guest into custody. If an arrest is made, Lessee shall be considered to have given up any right to occupancy at the Site, and Lessor shall employ reasonable means to adequately care for any personal property which may be left on the Site and shall refund any unused portion of the pre-paid Rental Rate.

OTHER TERMS AND CONDITIONS

1. Lessor shall have and is hereby granted a security interest in any personal property of Lessee to assure payment of Rental Rate or other charges arising under the Lease and/or to satisfy any of Lessee's obligations pursuant to this Lease. Lessor has a lien upon all personal property left at the Site for rent or other lawful charges incurred and not paid, including expenses necessary for its preservation. The lien shall not exceed $600 and attaches as of the date of nonpayment of Rental Rate or other lawful charges. If Lessor has a claim for Rental Rate or other lawful charges which have not been satisfied, Lessor may sell the personal property subject to the lien at a public sale as provided in Public Act 162 of 1990.

2. Lessee shall indemnify, save harmless, and defend Lessor, its officials, agents, employees, and representatives against any and all injuries, death, damage, claims, suits,

and judgments of every kind and description arising out of the use or occupancy at Camp Dearborn by Lessee, Lessee's family, agents, employees, guests, or invitees. Lessor shall not be liable to Lessee for any damage to any property while such property is located, stored, used, or occupied at Camp Dearborn. Lessor shall not be liable to Lessee for any damages arising out of any actions or negligence on the part of any other Camp Dearborn patron. Lessee agrees to pay Lessor for any damages caused by Lessee, Lessee's family, agents, guest, or invitees.

3. In addition to any rent payable under this Lease, Lessee hereby agrees to pay an additional storage charge of $25.00 per day during any period in which the Trailer has been removed from the assigned Site and stored for Lessee.

4. Removal of the Trailer from its assigned Site for any reason shall be at Lessee's expense. Lessor shall not be liable to Lessee for any damage to the Trailer resulting from Lessor's enforcement of the provisions in this Lease.

5. Either party may terminate this Lease for any reason or no reason by giving the other party sixty (60) days written notice.

6. Lessee hereby renounces and releases any claims or right arising under any prior course of dealing, custom, practice or lease whether written or oral.

7. Lessee understands that Camp Dearborn has been licensed by the State of Michigan to operate as a campground pursuant to Act 368 of the Public Acts of 1978.

8. **Lessee has received, read, and signed the TV2 brochure containing the Rules and Regulations and agrees to abide by its content.** Updated Rules, Regulations, and Policies are maintained on the Camp Dearborn website at www.campdearborn.com.

9. Lessee understands that Camp Dearborn will conduct a TV2 trailer inspection prior to execution of this Lease. Lessee is responsible for correcting any and all violations noted on the inspection within thirty (30) days of the inspection. This Lease shall not be executed until all corrections have been made and a follow-up inspection by Camp Dearborn personnel is performed.

10. **Notice**: All notices required pursuant to this Lease shall be mailed via first class or certified mail, return receipt request, or upon personal delivery as follows:

    If to Lessor:
    Camp Dearborn
    1700 General Motors Rd.
    Milford, MI 48380
    Attn: Camp Manager

    If to Lessee:

INSERT LESSEE'S INFORMATION HERE

11. As part of the Rental Rate, Lessee agrees to pay to Lessor the sum of $1,000.00 as a Security Deposit upon execution of this Lease. Lessor shall refund all or a portion of the Security Deposit to Lessee within thirty (30) days after the Lease has expired or terminated, if during the Term of his Lease, Lessee has promptly paid the Rental Rate as provided herein, has complied with all terms and conditions set forth herein, and has vacated the Site, leaving it in a good and clean condition, reasonable wear and tear excepted. Lessor shall have full authority and discretion to retain all or a portion of the Security Deposit for the following reasons: 1) non-payment of Rental Rate; 2) damage to Camp Dearborn property; 3) expenses for the abatement of any nuisance resulting from Lessee's failure to maintain, 4) expenses for the removal of the trailer, or 5) expenses associated with the enforcement of any portion of this Lease. Lessor shall provide an itemized list of damages claimed for which the security deposit may be used. The list shall be accompanied by a check for the difference between the damages claimed and the amount of Security Deposit held by Lessor.

12. YOU MUST NOTIFY LESSOR IN WRITING WITHIN FOUR (4) DAYS AFTER EXPIRATION OR TERMINATION OF THE LEASE OF A FORWARDING ADDRESS WHERE YOU CAN BE REACHED AND WHERE YOU WILL RECEIVE MAIL; OTHERWISE LESSOR SHALL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.

INTENDING TO BE FULLY BOUND TO ALL OF THE ABOVE LEASE AGREEMENT CONDITIONS, THE PARTIES HEREBY EXECUTE THIS LEASE AGREEMENT.

CITY OF DEARBORN
LESSOR

_____
Witness

By: _____
Its: _____
Date: _____

LESSEE

_____
Witness

_____
Print Name

_____
Signature
Date:_____
__

See Act 454 of 1978, Act 162 of 1990, and Act 368 of 1978