

CABIN OWNERS CHECKLIST

1. _____
NAME
2. _____
ADDRESS
3. _____
DATE OF BIRTH
4. _____
TELEPHONE NUMBER
5. _____
CAMPING FEE
6. _____
WINTER STORAGE FEE
7. _____
CRIMINAL HISTORY

CABIN OWNER SIGNATURE

DATE

CITY OF CARLINVILLE
LAKE LEASE

Revised 2009

This agreement made by and between the CITY OF CARLINVILLE, ILLINOIS, hereinafter referred to as **LESSOR** and _____ and _____, hereinafter referred to as **LESSEE**, on this _____ day of _____, 2_____.

WHEREAS, Lessor desires to lease the following described real estate (hereinafter referred to as premises):

| |
|---|
| SUBDIVISION _____ LOT _____ |
|---|

The premise covered by this lease does not include any buildings or improvements located on the above-described real estate.

THEREFORE, It Is Mutually Agreed as Follows:

1. Lessor shall lease to Lessee the above premises for a term beginning on _____ and ending on _____.

2. During the term of this lease, Lessee shall pay to Lessor an annual rent in advance. The annual rental period shall be from June 1 to May 31 of the following year. The annual rent for the lease shall be \$ _____, if the first year's annual rent payment is for a period of less than one (1) year, it shall be pro-rated based upon the portion of a year covered by such payment. The first annual rent payment shall be due on the signing of this agreement, and subsequent annual rent payments shall be due on June 1 of each ensuing year during the term of the lease. The Lessor may increase the annual rent for each succeeding year during the term of the lease to an amount no greater than 1.05 times the amount of the annual rent for a full year for the immediately preceding lease year. The time of each and every payment of rent is of the essence of the lease.

3. The Lessee shall also be responsible for and pay to the Lessor an annual fire protection fee of \$75.00.
4. Lessee has examined and knows the condition of the premises, and acknowledges that no representations as to the condition and repair thereof have been made by Lessor, prior to or at the execution of this lease, that are not herein contained. Lessee understands that this lease does not include any buildings or improvements or personal property on the above-described real estate. It is understood that Lessor shall not be required to construct, repair, maintain or snowplow the lanes and roadways leading from Carlinville Lake Road to the leased premises.
5. Except as otherwise provided by agreement, the Lessee shall only construct, maintain, use and occupy **one private single-family dwelling structure** on the premises.
6. If Lessee owns any structure on the premises, then he/she shall remove the same within thirty (30) days of the termination of this Lease Agreement. Failure to so remove said structure and any other property on the premises will result in the abandonment of the structure and property to the City of Carlinville who shall immediately thereafter have the right to the possession of the same, to do with as they see fit to do.

Before beginning the construction of any dwelling, other structure or other type of permanent improvement, or an addition or modification to any existing improvement on the leased premises, plans therefore, including all

- appurtenances
- plumbing
- sewage disposal
- electrical and mechanical systems
- and the location on the leased premises

shall first be submitted to and approved in writing by the City and any structure built without such written approval shall be removed or altered by the Lessee so as to comply with the City's requirements, and upon the failure of the Lessee to do at the City's request, the City may cause the same to be removed or altered and the amount of expense so incurred shall be paid by the Lessee to the City on demand. Such dwelling structure shall be and remain the property of the Lessee, with the right to remove the same, after the payment of all accrued rent and the performance of other obligations herein on his/her part, leaving the premises in as good condition as the same was prior to construction. Except as otherwise provided by agreement, no part of the premises shall be used at any time during the term of this lease by the Lessee for the purpose of carrying on any business, profession or trade of any kind or for any purpose other than a private single-family residence. The premises shall not be used for the sale, manufacture or storage of intoxicating

liquor. Lessee shall comply with all applicable laws and ordinances now in effect or hereinafter enacted.

7. Lessor makes no warranties, expressed or implied, as to the habitability or condition of the premises. Lessor makes no representations or warranties concerning the lawfulness or suitability of the sanitary system and sewage system, which is presently located on the premises.
8. Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any license to use the premises or any part thereof.
9. Lessee will pay before the same becomes delinquent, all taxes and assessments, which become due and owing on the leased premises, buildings or improvements thereon during the term of the lease.
10. Lessee shall be responsible for arranging and paying for all utility services required on the premises.
11. Lessee, at Lessee's expense, will keep the premises in good repair. Upon the termination of this lease, in any way, Lessee will yield up the premises to Lessor, in good condition and repair. If Lessee fails to yield up immediately possession of the premises on termination of this lease, Lessee shall pay Lessor the sum of **twenty (\$20.00) dollars** for each day Lessee continues to occupy the premises.
12. Lessee will not permit any mechanic's liens or other liens to be placed upon the premises or any building or improvements thereon during the term hereof, and in case of the filing of any such lien, Lessee will pay it promptly. If default in payment thereof shall continue for thirty (30) days after written notice thereof from Lessor to Lessee, the Lessor shall have the right and privilege, at Lessor's option, of paying the same or any portion thereof, with inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional indebtedness hereafter due from Lessee to Lessor, and shall be repaid to Lessor immediately upon rendition of bill thereof.
13. Lessor, Lessor's agent, and any other person authorized by the same shall at any time have the right of free access during the term to inspect, repair, alter, or exhibit the premises. Lessee shall pay Lessor **one hundred dollars (\$100.00)** liquidated damages for each interference with the right set forth in this paragraph.
14. This lease shall not terminate if the premises becomes untenable by reason of fire, explosion or other casualty.