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CAMPGROUND LEASE AND  
OPERATING AGREEMENT

ISLAND PARK

ADEL, IOWA

WHEREAS, the City of Adel, Iowa owns a park known as Island Park, which is generally located at 2400 Nantucket Road, Adel, IA 50003; and

WHEREAS, Island Park contains a campground that has been operated and managed privately since 2021; and

WHEREAS, the prior lease for the campground has been terminated and the City of Adel desires to find a new operator who will manage and maintain the campground for seasonal overnight camping; and

WHEREAS, the City of Adel issued an RFP on [DATE] seeking proposals from individuals or companies to lease and operate the campground; and

WHEREAS, \_\_\_\_\_ submitted the winning proposal in response to the City of Adel's RFP and desires to lease the campground and provide overnight seasonal camping opportunities within Island Park.

NOW, THEREFORE, THIS LEASE, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Adel ("Landlord"), whose address, for the purpose of this lease, is 301 S. 10<sup>th</sup> Street, Adel, Iowa, 50003 \_\_\_\_\_, ("Tenant"), whose address for the purpose of this lease is \_\_\_\_\_

The parties agree as follows:

1. **PREMISES AND TERM.** Landlord leases to Tenant the following real estate, situated in Dallas County, Iowa:

See attached Exhibit A.

together with all improvements thereon, and all rights, easements and appurtenances thereto belonging (the "Leased Premises"), for a term beginning on \_\_\_\_\_, and ending on \_\_\_\_\_, upon the condition that Tenant performs as provided in this lease.

The following facilities within the Leased Premises shall remain open and available to the general public, and Tenant agrees not to restrict access to such facilities:

- A. Playground set
- B. Boat portage near the pedestrian bridge
- C. The pedestrian bridge
- D. The dam and sand beach area
- E. Bathhouse and restrooms
- F. Access to the adjacent soccer complex shall be provided at all times

Throughout the term of the lease, the City shall be allowed access to the Leased Premises for the purpose of planting trees, adding playground mulch, to energize/winterize water sources as needed with changing seasons and to maintain, repair and replace the City's electric and water facilities within the Leased Premises.

2. **USE OF LEASED PREMISES.** Tennant shall not use the Leased Premises for any unlawful purpose. Tenant shall operate a seasonal overnight camping facility on the Leased Premises which shall be open to the public. The seasonal opening and closing dates for the campground shall at minimum be April 15 through October 31 and are subject to special circumstances inclusive of but not limited to negative

weather conditions. Tenant further agrees to operate the campground consistent with the terms provided in its RFP proposal, which by this reference are incorporated herein.

In operating the campground, Tenant shall act as a reasonable and prudent operator of the campground. Tenant shall operate the campground with a goal of delivering exceptional customer service and in accordance with industry standards. Tenant shall provide the City with the name and contact information of an individual who is available 24 hours a day throughout the camping season to address questions or concerns regarding the campground. Tenant shall have an attendant on site at the Leased Premises during the following hours of the camping season:

An on-site campground attendant shall be present at the following times, each day, throughout the camping season: 8:00 am to 10:00 am; 2:00 pm to 4:00 pm; and 6:00 pm to 8:00 pm

**RENT.** Tenant agrees to pay Landlord as rent \$100 per month. Tenant shall pay the Lessor \$100.10 per month for water usage. Tenant shall also pay the Lessor \$95.20 per month for sewer. The tenant shall also pay the Lessor \$8.05 per month for garbage. Utility rates are generally adjusted in July, and the City of Adel reserves the right to increase the utility rates throughout the term of the lease. The total rental amount shall be paid monthly in advance, commencing on April 15, 2025, and on the fifteenth day of each month thereafter, during the term of this lease.

Annually, on each anniversary date of this Agreement, the parties shall meet and review the utility charges for the Leased Premises over the prior year. If the utility charges have exceeded the rental income for the year, the parties agree that the rental rate shall be adjusted upwards in such amount as will cover the anticipated utility expenses for the Leased Premises for the forthcoming year. It is intended that the rental rate shall cover the City's utility costs for the Leased Premises.

All sums shall be paid at the address of Landlord, or at such other place as Landlord may designate in writing. Delinquent payments shall draw interest at three percent (3%) per month.

**4. POSSESSION.** Tenant shall be entitled to possession on the first day of the lease term and shall yield possession to Landlord at the termination of this lease. SHOULD LANDLORD BE UNABLE TO GIVE POSSESSION ON SAID DATE, TENANT'S ONLY DAMAGES SHALL BE A PRO RATA ABATEMENT OF RENT.

**5. CONDITION OF PREMISES.** It shall be the duty of the Tenant to maintain the campground facilities in a neat and clean condition at all times and shall permit no unnecessary waste therein. This shall include, but is not limited to the following:

- A. Maintaining the bathhouse facilities in a neat & sanitary manner
- B. Maintaining the overall Leased Premises by mowing, grass trimming, etc., for the area included in Exhibit A.
- C. Keeping the campground area free of garbage/debris/etc.
- D. Maintaining the firewood pile in an orderly condition
- E. Keeping the fire rings clean

**6. TENANT IMPROVEMENTS.**

A. Tenant may only make permanent improvements to the Leased Premises with the prior written approval of Landlord. The design and specifications shall be provided and given to Landlord for approval before construction in order that the design may conform to Landlord's overall plans for the park.

Tenant shall comply with and be responsible for compliance with all applicable rules, regulations and ordinances of all agencies governing such facilities. Tenant, by execution of this Agreement, shall indemnify Landlord of all public and private liability associated with the installation, operation, and maintenance of such improvements as Tenant may make under this lease, except that which is solely caused by the sole negligence of the Landlord.

B. Tenant shall not make any other structural alterations or permanent improvements in the Leased Premises without first obtaining Landlord's written consent, such consent shall not be unreasonably withheld.

C. Upon completion of any Tenant Improvements, Tenant shall, within a reasonable time thereafter, furnish Landlord, at no charge: (1) a certificate certifying that the Tenant Improvements have been constructed in accordance with the approved plans and specifications and in strict compliance with all laws, rules, ordinance and governmental rules, regulations and orders; (2) one electronic set of as-built drawings covering the Tenant Improvements installed by Tenant in the Leased Premises plus the location and details of installation of all equipment, utility lines, heating, ventilating, air-condition ducts and related matters that make up the Tenant Improvements. Tenant shall keep said drawings current by updating the same in order to reflect thereon any changes or modifications which may be made in or to the Leased Premises.

D. All of the Tenant Improvements shall be furnished, supplied, installed, and constructed by Tenant at its sole cost and expense.

E. Ownership of Tenant Improvements paid for by Tenant shall remain with Tenant over the full term of this Agreement (subject to early termination).

F. Title to all Tenant Improvements and fixtures and equipment which cannot be removed without causing structural damage shall at the option of the Landlord vest in Landlord upon termination or expiration of this Agreement. Landlord may require Tenant to remove any or all of its removable furniture, fixtures, equipment, or other non-fixed improvements.

G. All construction work done, equipment supplied and installed, and interior design and decor furnished by Tenant pursuant to this Section shall be at its sole cost and expense, free and clear of liens for labor and material and Tenant shall hold Landlord harmless from any liability in respect thereto. Tenant shall ensure that if any liens are placed on the Leased Premises as a result of actions taken or not taken by Tenant, Tenant shall (i) immediately remove any such liens to the full satisfaction of Landlord or (ii) if any such lien is being contested in good faith by Tenant, post a bond satisfactory to Landlord in the amount of such lien

## **7. CARE AND MAINTENANCE.**

A. Tenant takes the premises as is, except as herein provided.

B. Landlord shall keep the following in good repair: playground, trees, bridge/dam, parking area, driveways, and sidewalks. Landlord shall not be liable for failure to make any repairs or replacements unless Landlord fails to do so within a reasonable time after written notice from Tenant. Landlord shall be responsible for maintaining the dump station system.

C. Tenant shall maintain the premises in a reasonable safe, serviceable, clean and presentable condition, and except for the repairs and replacements provided to be made by Landlord in subparagraph (B) above, shall make all repairs, replacements and improvements to the premises, INCLUDING ALL CHANGES, ALTERATIONS OR ADDITIONS ORDERED BY ANY LAWFULLY CONSTITUTED

GOVERNMENT AUTHORITY DIRECTLY RELATED TO TENANT'S USE OF THE PREMISES. Tenant shall make no structural changes or alterations without the prior written consent of Landlord.

8. **UTILITIES AND SERVICES.** Landlord shall pay for all utilities and services which may be used on the premises, which shall be metered and billed separately as provided herein:

- A. Electric utilities upon receipt of invoice from the utility provider.
- B. Water and Sewer for the purpose of service to campground guest usage.

The Lessor specifically reserves the right to restrict water usage under this Agreement if water restrictions are placed on other water users within the City of Adel.

Landlord shall be responsible for garbage collection from the Leased Premises. Landlord shall not be liable for damages for failure to perform as herein provided, or for any stoppage for needed repairs or for improvements or arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services.

9. **SURRENDER.** Upon the termination of this lease, Tenant will surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant. Continued possession, beyond the term of this Lease and the acceptance of rent by Landlord shall constitute a month-to-month extension of this lease.

10. **ASSIGNMENT AND SUBLETTING.** No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not unreasonably be withheld.

11. **INSURANCE.**

A. **PROPERTY INSURANCE.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other. The Landlord shall maintain insurance coverage over the permanent buildings located within the premises (bathhouse, restrooms, shelter house, etc.)

B. **LIABILITY INSURANCE.** Tenant shall obtain commercial general liability insurance in the amounts of \$1,000,000 each occurrence and \$2,000,000 annual aggregate per location. This policy shall be endorsed to include the Landlord as an additional insured on a primary and noncontributory basis. Waiver of subrogation in favor of the Landlord is required. In addition to primary policy limits, the Tenant shall procure and maintain Umbrella or Excess Insurance limits of no less than \$1,000,000. This policy shall be endorsed to include the Landlord as an additional insured on a primary and noncontributory basis. Waiver of subrogation in favor of the Landlord is required

12. **LIABILITY FOR DAMAGE.** Each party shall be liable to the other for all damage to the property of the other negligently, recklessly, or intentionally caused by that party (or their agents, employees, or invitees), except to the extent the loss is insured, and subrogation is waived under the owner's policy.

13. **INDEMNITY.** To the fullest extent permitted by law, Tenant shall defend, pay on behalf of, indemnify, and hold harmless Landlord, its officers, employees, agents, elected officials, volunteers and others working on behalf of Landlord (the "Indemnified Parties") from and against any and all claims, demands, suits, and losses, including any and all outlay and expense connected therewith, and for any damages that may be asserted, claimed or recovered (collectively, "Claims") against or from any of the

Indemnified Parties, by reason of personal injury, including bodily injury or death, and property damage, including loss of use, that arises out of or is connected or associated with Tenant's operations or use of the Leased Premises (or any other portion of Island Park actually used by Tenant). Tenant's obligation contained in this section will not apply if the Claims arise solely by the negligence or the willful misconduct of any of the Indemnified Parties, and Tenant's obligations contained in this section shall be limited to the extent any Claims arise in part due to the negligence or willful misconduct of any of the Indemnified Parties.

Tenant expressly assumes full responsibility for any and all damage caused to the Leased Premises resulting from the activities of Tenant, its officers, employees, contractors, subcontractors, those it brings onto the Leased Premises, and others affiliated with Tenant, unless the damage is caused solely by the negligence or the willful misconduct of any of the Indemnified Parties, provided, that Tenant's responsibility shall be limited to the extent such damage is caused by the negligence or the willful misconduct of the Indemnified Parties.

No officer, elected official, agent, or employee of Landlord will be liable for any acts or omissions of Tenant, its officers, employees, contractors, subcontractors, those it brings onto the Leased Premises, and others affiliated with Tenant, or for any conditions resulting from the operations or activities of Tenant, its officers, employees, contractors, subcontractors, those it brings onto the Leased Premises, and others affiliated with Tenant either to Tenant or to any other person, nor shall Landlord be liable for any loss of or damage to any personal property, fixtures, or equipment of Tenant installed or stored in the Leased Premises or elsewhere on Island Park (collectively, "Lessee's Personal Property"). The risk of loss or damage to Tenant's Personal Property rests solely with Tenant, and Landlord will not be liable for damage to or loss of Tenant's Personal Property. Landlord shall not be liable for the failure of Tenant to perform any of its obligations under this Lease or for any delay in the performance of any of its obligations under this Lease.

**14. DAMAGE.** In the event of damage to the premises, so that Tenant is unable to conduct business on the premises, this lease may be terminated at the option of either party. Such termination shall be effected by notice of one party to the other within 20 days after such notice; and both parties shall thereafter be released from all future obligations hereunder.

**15. MECHANICS' LIENS.** Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the premises.

## **16. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

### **EVENTS OF DEFAULT**

A. Each of the following shall constitute an event of default by Tenant: (1) Failure to pay rent when due; (2) failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the lease; (3) abandonment of the premises. "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than ten (10) consecutive days; (4) institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

## NOTICE OF DEFAULT

B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365-day period.

## REMEDIES

C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting; (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

17. **EARLY TERMINATION BY LANDLORD.** Landlord has the right to terminate this lease, for any reason, upon thirty (30) days' advance written notice to Tenant.

18. **NOTICES AND DEMANDS.** All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.

19. **PROVISIONS BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

20. **APPLICABLE LAW.** This Agreement shall be construed under and shall be governed by the laws of the State of Iowa.

21. **BOOKS OF ACCOUNT.** Tenant shall keep and maintain accurate books and records of accounts to show receipts of said campground. Such books and records shall at all times, be available for examination by the City of Adel or its agents. A written report will be submitted to the Parks & Recreation Department on an annual basis including total number of campsites used and total receipts.

22. **EMERGENCY CLOSURES.** The City reserves the right to make all decisions on camper evacuations in the event of weather-related emergencies, including flooding. Tenant shall cooperate and comply with any such determinations by the City.

23. **PARKING.** Public parking is available within the city-owned areas of Island Park with the exception of designated camping sites. Public parking is available on a first-come first-serve basis.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal as of the day and year first written above.

LANDLORD:

CITY OF ADEL, IOWA, an Iowa municipality

\_\_\_\_\_  
James Peters, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

TENANT:

\_\_\_\_\_

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