LEON COUNTY CAMP HOST AGREEMENT

This Agreement is made and entered into this _____ day of _____, 20___, between LEON COUNTY, Florida, a chartered County and political subdivision of the State of Florida (the "County") and _____ ("Camp Host").

WHEREAS, the County desires to provide a camp host at designated county park areas to assure a presence for park visitors, the area's natural resources, and the area's facilities and equipment and to provide readily available staff to handle after-hour emergencies and maintenance duties necessary to the orderly delivery of the recreational services; and,

WHEREAS, the Camp Host desires to occupy the premises of a Leon County Campground unit pursuant to his/her duties as set forth herein; and,

WHEREAS, both parties desire to set forth in writing the terms of an agreement wherein the County allows the Camp Host to utilize a Leon County Camping unit:

NOW, THEREFORE, the County, for and in consideration of the sum of $1.00 and other good and valuable consideration to it in hand paid by the Camp Host, the receipt and sufficiency of which is hereby conclusively acknowledged, hereby enters into this Agreement with the Camp Host to allow him/her to camp for the period of time and upon the conditions hereinafter set forth, and the parties hereto agree as follows:

1. <u>The Campground.</u> County agrees to allow the Camp Host to camp on one of the County campgrounds located at _____ 2.

<u>Term of Agreement.</u> The term of this Agreement with regard to all of the premises shall be _____ - _____ unless extended by mutual written agreement before the expiration of this Agreement.

3. Termination of Agreement. This Agreement may be terminated in any one or more of the following ways or upon any one or more of the following grounds:

A. In the event the Camp Host is asked to leave due as his/her services are no longer required County may terminate this Agreement immediately by written notice to the Camp Host, who shall vacate the premises within seven (7) days or for any other causes not set forth herein.

B. The County may terminate this Agreement immediately with out notice, for failure of the Camp Host to comply with the material terms contained herein.

C. The Camp Host may terminate this Agreement without cause by giving the County seven (7) days written notice of termination.

D. It is expressly understood that the right to terminate this Agreement is an absolute right and shall be binding without regard to any plans, contracts, or agreements made or entered into by the Camp Host in reliance upon this Agreement and without regard to any improvements placed on the premises by the Camp Host, time being expressly made the essence of this provision of this Agreement.

4. Conditions of Park Camping Unit.

A. Camp Host is a volunteer position and not an employee of Leon County, subject to Leon County Volunteer Screening Program.

B. Camp Host position is offered, in consideration of certain tasks, for periods no longer than six months from the date of this Agreement. Periodic evaluation by Parks Management determines length of stay and this position is at the pleasure of the Division of Parks & Recreation Director. The Camp Host tasks include: restroom sanitation, litter removal, camper registration, and information distribution.

C. Use of the camping unit by other than the Camp Host and immediate family is not allowed.

D. The Camp Host shall, during the term of occupancy, keep the camp site and the assigned area upon which it is located in good, clean, and sanitary condition as determined solely by the County.

E. The Camp Host shall live in a self contained camping unit. Tent campers will not be considered for this position. The Camp Host has to be ready to leave the campground within a 24 hour period if a major storm is approaching as determined by the County.

F. The Camp Host shall make no changes in the construction of the park structures, the wiring or plumbing or alter the construction in any way, or build any other fixed structures, without first obtaining written permission from the Division Director.

G. The camp site shall be used for dwelling purposes only and no business or trade shall be conducted thereon or therefrom or storage of business equipment.

H. In the event a camping unit is partially or wholly destroyed by fire or other casualty, the County shall not be liable for any damage to or loss of any property or effects of the Camp Host, nor shall the county be under any obligation to repair or restore the unit or any part thereof.

I. The Camp Host is expected to follow all park rules and to be an example for other campers.

J. The Camp Host shall, within seven (7) days of receipt of written notice of his or her services are no longer required or other notice of termination with out cause, vacate the campground and remove there from all his or her property, and belongings and surrender to the County full possession of the premises in as good condition as it was at the time of occupancy, ordinary wear and tear expected.

K. Camp Host is to provide clear and concise information to the public. When problems arise, if pleasant reminder of park rules will not suffice, contact appropriate county staff: Park Attendant, Parks Supervisor, or Director of Parks & Recreation. The Camp Host holds no enforcement authority, and should the need arise, Parks Staff or Leon County Sheriff's Office should be contacted.

L. Under no circumstances shall any pet be allowed outside the attendant living quarters without a leash. Failure to meet this requirement shall be grounds for termination of the agreement.

M. Storage of trailers on the site must have written approval in advance by the Director of Parks & Recreation.

5. Utilities. County shall furnish any utilities including telephone. The telephone is to be available at all times in case of an emergency by the other campers.

6. Assignment and Subletting. This Agreement shall not be assigned or sublet by the Camp Host.

7. Notices. Notices provided for in this Agreement shall be delivered to the County by delivery to the Director of Parks and Recreation, and to the Leon County Attorney's Office, 301 South Monroe Street, Tallahassee, Florida 32301, and shall be delivered to the Camp Host by delivery to _____.

8. Agreement Binding Upon Parties and Their Successors and Assigns. This Agreement and each and every term and provision hereof shall be binding upon the parties hereto and their successors in interest and assigns.

IN WITNESS WHEREOF, this Agreement has been executed and caused to be executed by Leon County and the Camp Host the day and year first written.

CAMP HOST

BY:_____

LEON COUNTY, FLORIDA

BY:_____
Parwez Alam, County Administrator

ATTEST:
Bob Inzer, Clerk of the Court
Leon County, Florida

BY:_____

Approved as to Form:
Leon County Attorney's Office

BY:_____
Herbert W.A. Thiele, Esq.
County Attorney