

## CAMP LEASE

THIS lease is entered into this 1st day of August, 2022, by and between the CITY OF ADA, a municipal corporation, hereinafter referred to as "Lessor," and \_\_\_\_\_, a non-profit corporation, hereinafter referred to as "Lessee."

### WITNESSETH:

1. Lessor hereby leases, for a period of five years beginning on the 1st day of August, 2022, and ending on the 31th day of July, 2027, unless sooner terminated as herein provided, to Lessee, the following described real property, situated in Pontotoc County, State of Oklahoma, to-wit:

The Southwest Quarter of the Northeast Quarter (SW/4 NE/4) of  
Section 34, Township 2 North, Range 6 East.

2. Lessee agrees to pay Lessor a rental payable annually at the rate of \_\_\_\_\_, with the first payment due on August 1, 2022, and annual payments on August 1 yearly thereafter, last payment being August 1, 2026.

3. The leased property is to be used solely as a private camping and hiking facility for the non-commercial use and benefit of the Lessee. The leased property shall not be used for grazing purposes. Lessee shall comply with all ordinances and statutes in its use of the premises and shall not allow the consumption or use of alcoholic beverages on said premises.

4. It is further agreed that the Lessor shall have the right at any time during the term of this Lease or any extended period thereof, to inspect, repair or to lay an additional water line or lines or to make any improvements that might be necessary in order to insure that there is an adequate water supply to the City of Ada. In addition, the lessee agrees to pay the cost of all water used from water tap(s) installed by City of Ada. Lessee shall not tamper, molest or damage the City of Ada water lines that run through the leased property. Lessee agrees to contact the City of Ada and report any leaks on the water line while Lessee occupies the property.

5. Upon the commencement of the term herein specified the Lessee shall accept the property in its existing condition and shall be responsible for its upkeep and shall be responsible for the removal of all trash and garbage from the area.

6. It is further agreed by and between the parties hereto that either party may terminate this Lease upon giving the other party ninety days written notice.

7. The Lessee at its expense may from time to time install on the leased premises any improvements, equipment or fixtures which it deems necessary for its use on said property, but no major improvements or alterations of said property shall be made without first obtaining the consent and approval of the Lessor. All permanent improvements made upon said property by the Lessee shall remain and be the sole and separate property of the Lessor.

8. Lessee shall indemnify and save harmless Lessor and the leased premises from and against any and all loss, damage, expense, liabilities, demands and causes of action, and any expense incidental to the defense thereof, by Lessor, resulting from injury, or death of persons, or damage to property, occurring on or about the leased premises, or in any manner directly or

indirectly growing out of or in connection with the use and occupancy or the condition of the leased premises or any part thereof by Lessee or any tenant holding under Lessee. Lessee shall keep in effect, at its sole expense, satisfactory comprehensive general liability insurance covering the leased premises and providing coverage with maximum limits of liability of not less than \$125,000.00 for bodily injury to one person, \$1,000,000.00 for bodily injury to any group of persons as a result of one accident, and \$50,000.00 for property damage. Such insurance policy, or policies shall name the City of Ada, Oklahoma, as an additional named insured.

9. Lessee on the last day of the leased term or the last day of any holdover will surrender the premises in as good a condition as when the Lessee takes possession, except for ordinary wear and tear.

10. Lessee shall not sublet the premises or assign this Lease without the written consent of Lessor.

11. Lessor hereby covenants with the Lessee that at the expiration of the term hereby created the Lessor will renew this Lease for a further period of five (5) years, upon the same terms and conditions as herein specified, provided that Lessor has not previously terminated said Lease and further provided that Lessee shall give thirty days' notice in writing to said Lessor of its intention of renewing said Lease for an additional five (5) year term. The annual rental shall increase or decrease each year, as of August 1, based upon the annual percentage increase or decrease in the *Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average*, published by the Bureau of Labor Statistics of the United States Department of Labor as it appears in the *Summary Data from the Consumer Price Index News Release* for the preceding March of each year.

12. This Lease shall inure to the benefit of and be binding upon Lessor and Lessee, and their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF, Lessor and Lessee have caused these presents to be executed as of the day and year first above written.

ATTEST:

\_\_\_\_\_  
Secretary  
(Seal)

ATTEST:

\_\_\_\_\_  
Secretary  
(Seal)

CITY OF ADA, Oklahoma  
Lessor

By \_\_\_\_\_

Address: 231 South Townsend  
Ada, Oklahoma 74820

\_\_\_\_\_  
Lessee

By \_\_\_\_\_

Address:

