



## Owners Annual Agreement

*The Indiana North District Camp Trustees puts forth this agreement to be acknowledged and complied with by all who are part of this agreement through participation, payment and care of properties at the Fairmount Camp, Indiana North District owned campgrounds. This information applies to all persons who lease a cottage site and/or a campsite/slab. The Indiana North District of the Wesleyan Church is the owner of all cottage and camper sites (actual land) pertaining to Fairmount Campgrounds. This agreement shall be binding upon the heirs, assigns, legatees, devisees, and personal representatives, administrators and executors of the herein signed.*

### **1. Owners Agreement:**

- a. An Owners Agreement is available to any Member of a Wesleyan Church or those denominations of like faith and beliefs. This agreement represents unity of purpose, prayer support and a desire to advance God's kingdom through the ministries of Fairmount Camp.
- b. A new owner shall pay a one-time fee of \$50 before entering into any other agreement. This fee is non-refundable and non-transferable (except to a spouse or child who is also a Member of a Wesleyan Church). Should participant cease to be a Member of a Wesleyan Church, or a member of a like denomination, a request should be submitted to the Public Relations Committee of the Camp Board of Trustees regarding a continuation of this agreement.
- c. Own a cottage building and/or lease a cottage site.
- d. Own a campsite slab and/or lease a specific camper site and have first right of reservation and use of a specific undeveloped or slab campsite for the next camping season when annual fees are paid in full no later than May 1<sup>st</sup>.

### **2. Annual Fee:**

- a. Owners agree to pay an annual fee per cottage or campsite payable no later than May 1<sup>st</sup> annually. This fee assists in part for expenses (utilities, insurance, garbage pick-up, caretaker expenses, etc.) and make improvements to the grounds.

NOTE: Annual fee includes use of only one of each basic major appliance (10,000 BTU A/C; range; microwave; refrigerator) per cottage/camper. Additional major electrical appliance, including washer and dryer will cost an extra \$50.00 per year.

- b. A finance fee of 10% on any unpaid balance will be assessed after the May 1<sup>st</sup> deadline date. Please contact the camp office if you need to work out an extension of the balance, compliance with any agreed payment plan must be followed to avoid penalties.

- c. Until the annual fee is paid by the owner, their campsite is available for use to the public.
- d. After two years of neglect and normal upkeep of a cottage or RV slab the owner will be considered at default of the owners' agreement. This could result in the ownership of a cottage or RV slab reverting back to the Fairmount Camp.
- e. Owners fees may be adjusted periodically at the discretion of the Board of Trustees. Owners statements are sent in January of each year, prompt payment is appreciated by the deadline of May 1st.

### 3. Cottage and Campsite Responsibilities:

- a. Maintain cottage/campsite so as to be a credit to camp appearance. Improvements are to comply with camp guidelines.
  - i. Approval of siding colors must be attained through the Camp Operations Team. These should be submitted through the camp office. If this process is not followed, Fairmount Camp reserves the right to request it be changed.
- b. Keep cottages painted or sided, check regularly for water leaks; drain hot water heaters/lines; use RV antifreeze in stools, sink drain, water lines in preparation for winter. Be sure faucets, stools and showers are turned off completely.
- c. The camp does not insure cottages or RV's, it is at the owners discretion to provide insurance.
- d. When a cottage or RV is vacated for more than 48 hours at a time; 1.Cottages: electrical items such as lights, fans, air conditioners, water heaters should be turned off. 2. RV's: all water hoses, electrical lines, and sewer lines should be disconnected and stored out of sight.
  - i. **A \$25.00 fee will be assessed for owners that have not disconnected their units or unplugged appliances after being gone for 48 hours.**
  - ii. Secure buildings and personal items when not on the campgrounds.
  - iii. Give a key to your cottage to the caretaker for emergency purposes.
- e. All persons who are staying in a cottage and/or campsite are required to register at the Camp Office if open or fill out overnight registration form located in the registration box outside office.
- f. An owner may use his/her cottage/campsite anytime between May 1<sup>st</sup> and October 15<sup>th</sup>,
  - i. Persons or families staying more than 20 total days in a camping season are requested to help compensate the camp for extended usage of water and electricity, with a fee of \$10.00 per day , May through October (excluding participation of district encampments).
  - ii. When encampments are being held, projects that require noise and/or machinery (i.e., saws, hammering, drilling, etc.) can be done only during that camps recreational hour.

g. If someone not of your household uses cottage or campsite they must pay the daily use fee of \$20.00 per day/night to camp office when registering unless those individuals who are part of a current encampment where a registration fee has already covered lodging/overnight fees OR, if staying in a cottage or on a camper site during the week of Family Camp, when a participant has already paid the annual fee.

h. Person/s must be 19+ years of age to camp overnight in any unit (cottage, dorm, RV, tent) without a supervising adult or camp assigned counselor.

i. Small tents are allowed with one RV, but only immediate household family members can stay in the additional unit.

j. RVs and camper units must be removed by November 1<sup>st</sup> through March 31<sup>st</sup> from the camp site. If you choose to store your RV on your camp site through the winter, a \$50 per month will be charged to owners for this convenience. Storage is free for owners who have a concrete pad.

#### **4. Sale of Cottages/Campsites:**

Actual real estate (land) cannot be sold as it belongs to the Indiana North District of the Wesleyan Church. Buildings and slabs may be sold subject to the terms listed. Undeveloped or grass camp sites go back to the district office and cannot exchange leaser without going through the Camp Registration and Office Manager.

a. Seller must inform the Camp Office Manager or Campgrounds Director prior to the sale and exchange of monies, the Board of Trustees must approve before exchange of ownership can be completed.

b. Seller must pay all assessments in full prior to sale.

c. The new owner must be a Member of a Wesleyan Church or like denomination or group, unless authorized by Camp Trustee Board.

d. Bill-of-sale or proof of sale must be provided to the Camp Office Manager or Campground Director after approval to finalize the sale between the seller and buyer.

**Your signature indicates that you have read and agree to abide by the above owners agreement. Failure to comply with any of the agreement guidelines and responsibilities will be reason for the Board of Trustees to review participant's ownership of cottage or use of campsite.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_.