

CAMPSITE LEASE

THIS AGREEMENT is made this [REDACTED] day of [REDACTED], between [REDACTED] ("Lessor") and [REDACTED] ("Lessee").

WITNESSETH, That,

Lessor, in consideration of the payments and agreements hereinafter stated, does hereby lease unto the Lessee, for the sole purpose of use of as a temporary campsite, the [REDACTED] parcel of real property described on Exhibit "A" and depicted on the map attached as Exhibit B (the "Campsite").

It is understood and agreed that:

1. The term of this Lease shall be from [REDACTED] through [REDACTED].
2. The annual cash consideration for this Lease shall be [REDACTED].
3. A maximum of [REDACTED] Recreational Vehicles (RVs) will be allowed on the site.
4. Permits for ORV's (ATV's, UTV's, motorcycles), or for firewood collection are not included with this lease and must be purchased in advance from Lessor.
5. This Lease shall not automatically renew and instead may be renewed only through mutual written agreement of Lessor and Lessee.
6. If Lessee remains in possession of the Campsite following the expiration or termination of this Lease without executing a renewal or replacement lease, such possession shall be deemed by Lessor as temporarily permissive for a time period that is in the sole discretion of Lessor and shall not be deemed as adverse to Lessor's interests.
7. Lessor reserves ownership of all timber on the Campsite, and the right to log the Campsite, or parts thereof, and all of the lands in the general vicinity of the Campsite. Lessee's use of the Campsite shall in no way interfere with any such logging operations.
8. Lessor shall not be liable for any personal or property damage or injury sustained by Lessee or those on the Campsite with Lessee's permission as a consequence of any such logging operations.
9. Lessor reserves the right, in its sole discretion, to construct or cause to be constructed roads and other improvements across the Campsite at any time or place, and to otherwise use and occupy the Campsite.
10. Lessor reserves the right to enter, and for its employees, agents, foresters and contractors to enter the Campsite at all times for any reason, provided, however, that during the term of this Lease, Lessor may not enter, or direct its employees, agents, foresters and contractors to enter, any physical structures on the Campsite without Lessee's prior permission.
11. Lessee understands that Lessor and its successors, assigns, and their agents, employees, and contractors will use the land for all legal purposes, which may include the commercial hauling of logs and timber products and other natural resource products from such lands. In addition, Lessee understands that use of the land by Lessor and its successors, assigns, and their agents, employees and contractors may generate commercial vehicle traffic, dust, noise and other characteristics and effects associated with Lessor's ordinary course of business which may be regarded as undesirable by Lessee. Lessee specifically agrees to such uses and further agrees that such uses and potential undesirable characteristics and effects shall not be deemed by Lessee as a Page 1 of 6 nuisance, and that Lessor and its successors and assigns and their agents, employees and contractors, shall have no obligation to abate or alter their use of the land.
12. Lessee shall use the Campsite in such manner as to not degrade the Campsite or the adjacent property in any way, and shall provide for the protection of seedlings, timber, soil, water and wildlife habitat.
13. Any structure(s) upon the Campsite shall be deemed as temporary improvements allowed only under the terms of this lease. The structure(s) shall not be used as a permanent residence and shall be used for temporary recreational purposes only.
14. Lessee shall take all necessary measures to prevent and suppress fires on or in the vicinity of the Campsite, shall immediately notify area fire officials and Lessor of any fires occurring thereon, and shall comply with all rules and regulations and statutes of any governmental agency concerning fire regulation and control.

15. Lessee shall maintain the Campsite and any physical structure (s) now existing thereon in safe, sanitary and clean condition.
16. Lessee shall not place or construct any additional physical structures on the Campsite, including without limitation, cabins, fences, and outbuildings, or make any other alterations improvements on the Campsite, without the prior written consent of Lessor.
17. Lessee shall not to permit the Campsite to be used for any unlawful purpose.
18. Lessee shall defend, indemnify and hold Lessor, and its agents, officers, directors, employees, subsidiaries, affiliates, members, owners, and contractors (collectively in this paragraph, Lessor), harmless from and against any and all claims, demands, payments, liabilities, suits, losses, actions, recoveries, and judgments of whatsoever nature, kind and description, brought or recovered against Lessor for, or on account of, any injury, death or damage sustained by any person(s) or entity(ies) arising, in whole or in part, out of any act or omission of Lessee or Lessee's, guests, permittees, invitees, agents or contractors related the use of the Campsite, whether or not such is alleged to have been caused in whole or in part by the negligence of Lessor. Lessee further agrees to defend all such actions at its own expense, to pay all attorney's fees and court costs, and all other expenses of any kind and character and, in the event that judgment is rendered against Lessor, to satisfy same.
19. When this Lease expires or is otherwise terminated, Lessee shall immediately surrender the Campsite to Lessor, and Lessor may immediately enter and take possession of the Campsite, including any physical structure(s) thereon, without the necessity of initiating legal proceedings.
20. If, after retaking possession of the Campsite from Lessee, Lessor is required to perform maintenance at the Campsite as a consequence Lessee's use of the Campsite, Lessee shall pay Lessor the cost of any such maintenance.
21. Upon termination or expiration of this Lease, Lessee shall immediately remove all of Lessee's personal property located on the Campsite. Lessee agrees that Lessor may, in its sole discretion, dispose of any such personal property remaining on the Campsite after expiration or termination of the Lease without liability to Lessee.
22. Upon termination or expiration of this Lease, Lessee shall, if directed by Lessor, at its own expense, remove all physical structures and other improvements from the Campsite and reseed all disturbed areas with grass seed. If Lessor does not direct Lessee to remove the physical structures and other improvements from the Campsite, then they shall remain on the Campsite and Lessor shall not be required to provide Lessee with any compensation for such physical structures and improvements.
23. Lessee shall not assign or sublet this Lease or any portion of the Campsite without the advance written permission of Lessor.
24. Lessee shall remove all garbage and waste from the Campsite. Such materials shall be disposed of at an approved solid waste disposal site.
25. Lessee shall construct, maintain and use any sanitary facilities on the Campsite in compliance with all applicable State and local health rules, regulations and codes.
26. Lessee shall not place or allow salt licks or bait of any type intended to attract wildlife to be placed on or near the Campsite. This prohibition includes but is not limited to grain, salt in any form (liquid or solid) and liquid scents.
27. If Lessee fails to perform any of the agreements herein, Lessor may give notice of such default to the Lessee and require performance of Lessee to be made within thirty (30) days of the date of mailing of said notice. If Lessee does not cure the default within that thirty-day period, Lessor may declare this Lease terminated for cause and shall have no liability to Lessee.
28. Lessor may terminate this Lease at any time without cause upon giving thirty (30) days written notice of such termination to Lessee. Lessee's sole remedy in the event of a termination without cause shall be a refund of the amount of the lease payment proportionate to the remaining term of the Lease.
29. In the event of any suit or proceeding by either party herein against the other party arising out of this Lease, the losing party shall pay the prevailing party's costs and attorney fees in such sum as the court or presiding officer shall adjudge reasonable.
30. This lease shall be governed by the laws of the State of Idaho.
31. All notices to Lessor shall be sent to: 301 D Street, Suite A Lewiston, ID 83501. All notices to Lessee shall be sent to:
[REDACTED]

Lease#: ~~Campsite Name~~

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year in this Lease first above written.

(Signatures on Next Page)

Lease#: ~~Campsite Name~~



By: _____

Name: _____

Title: _____

Date: _____

PERMITTEE:

Signature: _____

Date: _____

**EXHIBIT A
LEGAL DESCRIPTION**

CAMPSITE ONLY

An approximately [REDACTED] parcel of land located in the [REDACTED] Quarter [REDACTED] of Section [REDACTED], Township [REDACTED], Range [REDACTED] of [REDACTED] County, State of [REDACTED] and as more particularly shown on the map attached hereto and made a part hereof.

