

Hawthorn Park Caretaker Agreement ("Agreement")

This caretaker agreement is hereby entered into between Vigo County Parks and Recreation Department ("Owner") and _____ ("Tenant") on this ____ day of _____.

1. Term of Agreement

The term of the Caretaker Agreement shall begin on _____ and conclude on _____.

2. Caretaker Information

Full name:

Birth date (mm/dd/yyyy):

SSN:

3. Immediate Supervisor

Tenant is directly responsible to the Vigo County Parks and Recreation Department Assistant Superintendent. The Tenant is required to meet and/or speak with the Assistant Superintendent weekly at a minimum and in addition if necessary.

4. Location of Residence

Hawthorn Park Caretaker Residence ("Residence")
6060 E. Old Maple Avenue
Terre Haute, IN 47805

5. Description of Residence and Residence Property

The Residence and Residence property includes one, single-family dwelling, an unattached, 2-car garage, and surrounding land (borders identified on site map). No site furnishings are included.

Appliances Include:

Range

Refrigerator/Freezer

Utility Equipment Includes:

Water Heater

Central Air Unit

Wood-burning Heat Stove

Oil Furnace

Sump Pump

6. Additional Residence Members

Additional Residence members are limited to the residence standard of a total of **two (2)** individuals per residence bedroom. As the property has **two (2)** finished residence bedrooms, The Residence may house **three (3)** individuals in addition to the Tenant.

Additional Residence Member No. 1

Full name:

Birth date (mm/dd/yyyy):

SSN:

Relationship to Tenant:

Additional Residence Member No. 2

Full name:

Birth date (mm/dd/yyyy):

SSN:

Relationship to Tenant:

Additional Residence Member No. 3

Full name:

Birth date (mm/dd/yyyy):

SSN:

Relationship to Tenant:

7. Use and Occupancy of Residence

Tenant agrees not to install additional and/or different locks on any doors or windows of the Residence without the consent of the Owner. If the Owner consents, the Tenant will provide the Owner a master key for each new lock. When the Agreement terminates, the Tenant will return all keys to the Owner. A fee will be assessed to Miscellaneous Income (see section 8) for keys that are not returned.

Tenant may provide reasonable accommodations to guests and/or visitors whose stay is less than thirty (30) consecutive days in total. A guest or visitor is someone who is on the property with the permission of tenant and whose stay is going to be less than thirty (30) consecutive days.

Tenant may not sublet the Residence and/or portions of the Residence.

Tenant, additional residence members, guests and/or visitors may not engage in any legal, profit-making activities and/or solicit in addition to the primary use of the Residence (ie. home-based businesses, car sales).

Tenant, additional residence members, guests and/or visitors may not utilize the designated park phone line for personal communication. The Tenant may choose to have a separate, personal phone line installed/activated.

Pets are permitted within the Residence and/or on the Residence property. Tenant must provide proof of current vaccinations. The Owner has the right to require the Tenant to remove the pet from the Residence and/or on the Residence property if the Tenant allows the pet to soil/ruin/destroy Vigo County property and/or disturbs the public. The Owner reserves the right to require the Tenant to repair/replace any Vigo County property affected.

Tenant and/or additional residence members may possess firearms/weapons within the Residence. Tenant and/or additional residence members must disclose all firearm/weapon possession to the Owner prior to entering into contract. Tenant must provide all registration materials and demonstrate proper storage practices for each firearm/weapon. All firearms/weapons must be securely locked at all times. At no time, is the discharge of firearms/weapons permitted on Vigo County parkland in accordance with Indiana Code 36-10-3-39.

Tenant, additional residence members, guests and/or visitors are permitted to consume alcohol within the Residence. At no time should the Tenant, additional residence members, guests and/or visitors consume alcohol outside of the Residence. Alcohol intoxication levels shall never exceed driving standards. DISCLAIMER: At all times when the full-time staff is not present, the individuals are "on-the-clock". If alcohol levels above .08 are found, Tenant may be subject to internal discipline and this agreement may be terminated unilaterally by the Vigo County Parks Department.

Tenant, additional residence members, guests and/or visitors are not permitted to smoke within the Residence.

Tenant, additional residence members, guests and/or visitors are not permitted to create excessive noise at the Residence property that may disturb park patrons, neighboring residences, and/or persons in the immediate vicinity of the Residence property. Quiet hours are to be observed from 11:00 p.m.-7:00 a.m.

Tenant may not use gas, propane, and/or charcoal grills within two (2) feet of the Residence.

Tenant shall not make or allow to be made any alterations, improvements, and/or additions to the Residence without the consent of the Owner, including without limitation:

Change and/or remove any part of the appliances, fixtures, mechanical systems, furnishings, or equipment in the Residence.

Paint, install wallpaper, and/or contact paper in the Residence.

Attach awnings, ceiling fans, window guards, radio aerials, and/or CB and televisions antennas and transmitters on the Residence property.

Attach any shelves, screen doors, and/or other permanent improvements in the Residence.

Install heaters and/or air conditioners in the Residence.

Remove and/or plant trees on the Residence property.

Install a pool or aquatic feature(s) on the Residence property.

Tenant must maintain the Residence property lawn in accordance with Owner expectations.

In addition to use of the Residence, the Tenant is entitled to up to two (2) weeks of complimentary campsite rental within any Vigo County park property. Campsite rental does not need to be concurrent dates.

8. Miscellaneous Income

Tenant will be issued a Miscellaneous Income tax form ("1099-MISC") by the Office of the Vigo County Auditor. The total sum of miscellaneous income attributed to the Tenant will be reported to the Internal Revenue Service and the State of Indiana. Tenant is responsible for accurately reporting the total sum of miscellaneous income on annual income taxes. Failure of the Tenant to comply with federal, state, and local regulations will subject the Tenant to the penalties of the federal, state, and local government.

Tenant will be documented as a recipient of the following miscellaneous income:

Rent	\$400.00 monthly
Electric	as recorded on monthly statement
Water	no charge
Sewage	no charge
Trash	no charge
Key Return	only if required (see section 7)
Damage	only if required (see section 12)

Tenant is not to be wasteful or use utilities/services in excess. If it is determined that the Tenant is using greater than a reasonable amount of utilities/services, the Owner has the right to include a portion/full amount of the costs associated to the Tenant and the additional residence members as miscellaneous income.

9. Insurance

Under no circumstances is the Owner and/or other associated entities/persons responsible for the personal property of the Tenant and/or the additional residence members. It is recommended that the Tenant obtain adequate renter's insurance for all personal property.

Tenant shall do nothing to increase or create insurance premiums and/or insurance risk at or around the property.

10. Personal Vehicle(s)

The Tenant is entitled to use the Residence driveway for personal vehicles. At no time, should personal vehicles prohibit the entrance of county vehicles, emergency vehicles, etc. to property.

All personal vehicles on the Residence driveway must have valid license plates.

All personal vehicles on the Residence driveway must be in operating condition and comply with all local, state and federal regulations.

11. Residence Inspections

The Owner and/or a representative of the Owner may enter the Residence only for the following purposes:

1. To inspect to see if Tenant is in compliance with the Agreement.
2. To make repairs, alterations, and/or improvements or to supply agreed upon services.
3. To exhibit the Residence to prospective Tenants.

Tenant shall not unreasonably withhold consent to the Owner to enter for such purposes.

Owner shall, except in an emergency, give the Tenant at least forty-eight (48) hours notice of Owner's intent to enter, and may then only enter at a reasonable time.

If an emergency/act of god occurs, the Owner may enter the Residence without consent or notice.

12. Maintenance Responsibilities of Residence

Tenant must maintain utility equipment and appliances (see section 5).

Tenant must pay for any additional utilities and provide any appliances that the Owner is not required to pay for/provide under the terms of the Agreement (see section 5).

Owner is not responsible for damages beyond normal wear and tear caused by the carelessness, misuse, neglect or intentional act of Tenant, additional residence members, guests and/or visitors. Owner shall be entitled to charge Tenant for all costs to repair damage caused by Tenant, additional residence members, guests and/or visitors. At the termination of the Agreement, a fee will be assessed to Miscellaneous Income (see section 8) for such damage.

13. Primary Tenant Responsibilities - Hawthorn Park Caretaker

Tenant must be present at the Residence and/or Residence property at all times when full-time staff are not present. Full-time staff are present on Fowler Park property Monday through Friday from 8:00 a.m.-4:00 p.m. unless absent due to a Vigo County scheduled Holiday. Holiday schedule will be provided to Caretaker at the time of signing.

Tenant is permitted to leave the Residence and/or Residence property for up to two (2) hours, during unstaffed time, each day to conduct daily functions related to living without notifying immediate supervisor. Tenant must make arrangement to have an approved substitute on site in the event that the Caretaker must be away from the Residence and/or Residence property for longer than two (2) hours. The Tenant's immediate supervisor must be notified prior if an approved substitute is covering for the Tenant. Immediate supervisor must be promptly notified if the Tenant must leave the property for any emergency.

Tenant must be contactable at all times when full-time staff are not present including time when away from the property.

Tenant must periodically patrol the property and make record of patrols including time and any issues on the prescribed document.

Tenant must open and securely close the gates on property (on East Old Maple Avenue) in accordance with Vigo County park policy hours of operation. Park hours for all Vigo County parkland are 6:00 a.m.-10:00 p.m. (March 1-October 15) and 7:00 a.m.-6:00 p.m. (October 16-February 28/29).

Tenant must enforce Vigo County park policy at all times. If Tenant is unable to make park patrons comply with park policy, the Tenant is responsible for ensuring that the proper enforcement personnel is contacted in a timely manner.

Tenant is responsible for collecting and retaining all daily campground income in the Residence. Tenant is responsible for submitting all receipts and income on collection days. Collection day schedule will be provided to Tenant prior to camping season.

Tenant is expected to maintain property to standards in the absence of full-time staff. Tenant will be given access to appropriate tools/machinery as needed.

Tenant is authorized to use designated transportation to complete requirements of contract. Best practices should be observed for fuel conservation.

Tenant is responsible for ensuring that any Incident/Accident Report completed when full-time staff are not present is completed to standard. Tenant must submit completed forms to full-time staff immediately (first available Vigo County business day). Tenant must initiate the appropriate emergency procedures when required.

Tenant is responsible for ensuring that no unauthorized individuals/vehicles are within park property if the park is closed due to inclement weather. Tenant will be contacted by their Immediate Supervisor if the park must remain closed.

Tenant and additional residence members should not engage with the media as representatives of the Owner. In the event that a media representative has any questions regarding the Owner or incidents on the Vigo County parkland, the Tenant and/or additional residence members should direct any and all questions to the Assistant Superintendent or Superintendent of the Vigo County Parks and Recreation Department.

14. Workman's Compensation Coverage

Tenant will only be covered under workman's compensation while performing functions required of the position. Accidents that occur when Tenant is engaged in personal activities will not be covered.

15. Benefits/Unemployment

As a contracted employee, the Tenant does not receive a paid salary, and is therefore not entitled to Vigo County benefits nor is eligible for unemployment benefits.

16. Termination of Agreement

The Agreement terminates if:

The Owner terminates the Agreement as provided in Section 17.

The Tenant terminates the Agreement with as provided in Section 19.

The Owner and the Tenant mutually agree to terminate the Agreement.

17. Termination of Agreement by Owner

The Owner may terminate the Agreement on the following grounds:

Serious or repeated violations of the Agreement.

Violation of Federal, State, or local law that imposes obligations on the Tenant in connection with the occupancy and/or use of the Residence.

Any misrepresentation or false statement of information on Tenant's application regardless of whether intentional or negligent.

Interfering with the management of the property.

Causing an undue financial burden on the Residence.

The Owner may terminate the Agreement for the following types of criminal activity by the Tenant and/or any additional residence member(s):

Any activity, including criminal activity, that threatens the health, safety, or right to peaceful enjoyment of Vigo County property by any park patron (including conduct/actions against the Owner and/or staff, and/or agents of the Owner).

Any activity, including criminal activity, that threatens the health, safety, or right to peaceful enjoyment of the premises by any persons in the immediate vicinity of the Residence property.

Any violent, criminal activity on or off Vigo County property.

Any drug-related, criminal activity on or off Vigo County property.

Any other activity which impairs the physical and/or social environment of Vigo County property.

Illegal use or possession of a controlled substance.

Abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by any park patron and/or any person in the immediate vicinity of Vigo County property.

Criminal activity directly relating to domestic violence, dating violence, sexual assault, other sexual offences, and/or stalking engaged in by the Tenant, additional residence members.

The Owner reserves the right to terminate the Agreement for criminal activity if the Owner determines that the Tenant and/or additional residence members has committed the criminal activity, regardless of whether the individual has been arrested or convicted for such activity.

In addition, the Owner may terminate the Agreement if the Tenant and/or additional residence members are:

Fleeing to avoid prosecution, custody, or confinement, for a crime or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees.

Violating a condition of probation or parole under Federal, State, and/or local law.

The Owner may terminate tenancy for any other good cause.

During the term of the agreement, other good cause for termination of the Agreement must be an action or lack of action the Tenant and/or additional residence member(s) did or failed to do.

The Owner may only evict by court action.

The Owner may only evict the Tenant from the Residence by instituting a court action.

18. Owner Termination Notice

The Owner must give the Tenant a notice that specifies the grounds for termination of the Agreement. The notice of grounds must be given at/or before commencement of the eviction.

19. Termination of Agreement by Tenant

Tenant must provide written notice of intent to surrender the Residence and terminate the Agreement no less than thirty (30) days prior to desired termination date so as not to be in breach of the Agreement.

If the Tenant vacates the Residence prior to the expiration of the term of the Agreement, Tenant shall be liable to the Owner for all reasonable costs incurred by Owner in turning over the Residence (cleaning the residence, carpet, painting, etc.) Advertising costs shall also be incurred until such time as a new tenant is found for the Residence. At the termination of the Agreement, a fee will be assessed to Miscellaneous Income (see section 8) for such damage.

20. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, executive orders, and regulations, the Owner must not discriminate against any person because of race, color, religion, sex, sexual orientation, national origin, age, familial status, disability, because a person intends to occupy the Residence with one or more minor children, or because a person is a recipient of public assistance in connection with the Agreement.

21. Disputes

All disputes are to be submitted in writing to the Vigo County Parks and Recreation Board for consideration.

22. Attorney's Fees

If the Tenant acts in violation of the Agreement, in any manner, the Owner shall be entitled to collect reasonable attorney's fees and other costs/expenses from the Tenant.