

CAMPER SPACE USE

ODIAK CAMPER PARK

PERMIT AGREEMENT

2022 SHORT TERM



PRIMARY CAMPER

Name :

Mailing Address :

City / State : ZIP Code :

Cell phone :

E-Mail :

Number of Adults : Number of Children/Youth :

DATES OF STAY

Check in Date: M M D D Y Y

Check Out Date: M M D D Y Y

Number of nights RV Tent

USE FEES

RV

Number of nights @ \$28.75 =

TENT

Number of nights @ \$12.50 =

OFFICE USE ONLY

days @) per day Date Paid Space #

Total Due

Cash Check # Credit

Staff Member initials

CAMPER SPACE USE PERMIT AGREEMENT

This Camper Space Use Permit Agreement (“Agreement”) acknowledges that, in consideration for receipt of the below-described Use Fee, the City of Cordova (“the City”) hereby agrees to permit the individuals specified above (the “Camper(s)” or “You”) to use a single designated camping space (the “designated space”) at Odiak Camper Park (the “Park”) for the time period specified above. In consideration of these premises, by signing below you agree as follows:

I. USE FEE. The Use Fee to occupy the single designated camping space for a period of less than thirty (30) nights is \$28.75/night for a RV or \$12.50/night for a tent. The Use Fee must be prepaid before occupying the designated space. Penalties will apply to late payments per City policy. The Use Fee for stays that exceed 30 days will be charged at a monthly rate of \$32.50/night. Payment for short term stays may be made at Bidarki Recreation Center, located at 103 Council Ave, P.O. Box 1210, Cordova, Alaska 99574, as well as via telephone at (907) 424-7282. The Use Fee incorporates electrical use charges that are metered to your spot, water, trash and dump station use. Connecting any appliances to a power source associated with another designated spot is a material breach of this Agreement which will entitle the City to terminate the agreement immediately per the terms in section II..

II. EARLY TERMINATION. Either the City or the Camper may terminate the term of the Camper’s stay in advance of the above-specified End Date with advance written notice of at least 7 days. In that instance, your fee for the remainder of your stay will be prorated back to you. In the event that you materially breach this Agreement and are required to immediately vacate the premises, your Use Fee will be similarly prorated back to you.

III. OCCUPANCY. Your designated space may be used and occupied solely by the persons identified in this Camper Space Use Agreement. Your designated space may not be assigned, sublet, leased, lent, or shared with or to any other person or persons. Trading spaces with other residents is prohibited, and is considered a material breach of this Agreement, though you may contact the City and request to be moved to another space or to trade spaces with another camper. You must obtain written permission from the City before using or occupying any space other than your designated space, and may not under any circumstances sleep or store property in any common areas. If you are absent from the designated space for a period of more than ten (10) days without prior written notice, you will be deemed to have abandoned the space. Any personal property remaining at the Park, and your Use Fee, will be deemed forfeited in the event of such abandonment. Nothing in this Agreement is intended to provide you with an interest in any real property owned by the City, nor shall it be considered a disposal of real property by the City.

IV. PARK RULES. You may not carry out any illegal acts on Park premises, and you must comply with and be bound by the attached list of Odiak Camper Park Rules (the “Park Rules”). The City may, in its sole discretion, periodically modify its rules, regulations, or policies with or without notice at any time. A copy of the current Park Rules may also be found at www.cityofcordova.net. Violation of the Park Rules constitutes a material breach of this Agreement which entitles the City, in addition to any remedies provided in Section II above, to immediately re-possess your designated space and require you to vacate the Park. By signing below, you further agree to report to the City any violation of Park Rules which you observe at the Park.

V. WAIVER. The City is not liable for any damage or injury of any kind of or to any Campers or their property entering the premises of the Park, nor is the City liable for any damage to or resulting from any goods or equipment kept anywhere on or near the Park, to include damage caused by or related to any natural occurrence, weather, illness, pandemic, or similar occurrence outside the City’s control. The City is likewise not liable for any interruption in use of the park caused by or related to any natural occurrence, weather, illness, pandemic, or similar occurrence outside the City’s control. By signing below, Campers agree to indemnify, defend, release, and hold harmless the City, and the City’s employees, agents, assignees, and representatives, from any and all claims or damages of every nature and kind, including those from Campers’ invitees, including, without limitation, claims or damages arising from assertions of negligence, mistake, or misconduct of the City related to or independent from any obligations under this Agreement or regarding use of the Park.

CAMPER SPACE USE PERMIT AGREEMENT

VI. NOTICES. Routine notices may be made to the Camper by the City in writing, and may be provided to Camper by placing a notice in the designated space, hand delivery, or e-mail communication to the address listed above. Notices from the Camper to the City must be in writing, delivered by post or by email, to the following addresses: Department of Parks & Recreation, located at 103 Council Street, P.O. Box 1210, Cordova, Alaska 99574; parksadmin@cityofcordova.net. Emergency notices may be made by phone to (907) 424-7282.

VII. ENFORCEMENT. In the event the City is required to retain the services of an attorney to enforce the terms of this Agreement, or to seek to recover the possession of the licensed space or damages arising under or relating to this Agreement, the Tenant shall be liable to pay the City's actual attorneys' fee incurred and all costs, whether or not an action or proceeding is commenced, or judgement obtained.

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS CAMPER SPACE USE PERMIT AGREEMENT, FULLY UNDERSTAND ITS TERMS AND THE RIGHTS YOU ARE GIVING UP BY SIGNING IT AND THE AFFIRMATIVE OBLIGATIONS IT PLACES UPON YOU, AND SIGN THE AGREEMENT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.

Camper (over 18) Signature

Date :
M M D D Y Y

Name

City Designee Signature

Date :
M M D D Y Y

Name

ODIAK CAMPER PARK RULES

COMMUNITY.

1. Follow City rules regarding noise. Loud noise can disturb other camper's right to enjoy their space in peace and is strictly prohibited (including but not limited to loud music, television/video games, physical/verbal altercations, etc.).
2. Any disturbance or action that requires police intervention is considered a material breach of your Camper Space Use Permit Agreement and will be grounds to terminate that agreement under the terms provided in the Agreement.
3. Alcoholic beverages are prohibited as per City Code: 6.12.030.
4. Your designated space must be kept in a clean and hygienic condition. Keep common areas free of trash, clutter, and obstructions. Construction or erection of any semi-permanent or permanent structures in your space, with the exception of conventional canvas-and-pole tents, is strictly prohibited.
5. Storing garbage outside, other than in receptacles specifically designated by the City for that purpose, attracts bears and is strictly prohibited. For purposes of this rule, garbage includes but is not limited to pet waste, refuse, cigarette butts, and chewing tobacco, cans, bottles, papers, and other items which are typically discarded on a day-to-day basis.
6. Fish cleaning stations are not available in the park. Do not dispose of fish or fish cleaning scraps in the dumpsters. Fish cleaning stations are located at the Harbor and on New England Cannery Road (toward Orca Inlet).
7. Campers are prohibited from dumping gray and black water on the ground; it must be dumped at the designated dumping station.
8. Commercial Operations: No campers shall be permitted to operate a business, hobby or other enterprise intended to draw customers or to offer for sale any goods or services from a location within the Park

PETS.

1. No more than two pets (2) are permitted per designated spot.
2. Dogs must always be kept on a leash, and their noise level and behaviors must not disrupt, offend, frighten, or interfere with other users of the Park.
3. Campers are responsible for any and all damages and claims arising from or relating to their pet, whether incurred by the Park or by other Campers.
4. Campers must promptly pick up, remove, and dispose any pet waste.

FIRES.

1. Fires permitted in fire rings only. Pallet fires are prohibited.
2. Split firewood is sold at a rate of \$5.00 per bundle (6 pieces) and is available from the Parks & Recreation Department office.
3. Please do not place trash in fire ring. Dumpsters are located onsite for your convenience.
4. The City Burn Pile is available for use for the disposal paper, cardboard, wood, and brush per City Code 8.28

PROPERTY.

1. Motor vehicles may only be parked in the parking space(s) designated in the Camper Space Use Permit Agreement. Vehicles may not be parked in unoccupied camper spaces or in other areas of the Park.
2. At least one wheel on each side of any recreational vehicle must always be adequately blocked front and rear to prevent rolling. All trailers must have enough jacks or jack devices to stabilize the unit on a long-term basis. Blocking or jacks should be securely and properly placed to be stable and not damage vehicle undercarriage.
3. Campers are advised to keep their vehicles locked. The City is not liable for damage of any kind, trespass to, or theft of Campers' property.
4. Personal property may not be stored in any Park common areas.
5. No net mending or boat storage is permitted in the Park.
6. Only one (1) grounded connection between the camping unit and the electrical post supplied by the City is permitted. Camper spaces are rated at specific amperage. It is the camper's responsibility to stay within the supply available. Damage to the camper's equipment and/or the City's electrical system will be the responsibility of the camper.

ODIAK CAMPER PARK RULES

VEHICLE SAFETY.

1. Only two (2) motor vehicles are permitted on each space, passes for which are issued with each use permit. These passes must be always displayed on the rearview mirror in the windshield.
2. Vehicles must be in good and safe working condition, and adequately sealed against the weather.
3. Vehicles should not extend beyond the boundaries of your designated space(s), intrude on other residents' spaces or vehicles, or encroach on the surrounding natural landscape.
4. Vehicles' waste and plumbing fixtures and systems must not leak or pollute the Park, and vents must remain unobstructed. Recreational vehicles must be equipped with a minimum of a simple filtration system for gray water.
5. Campers may not use cooking facilities, plumbing, propane appliances, gas appliances, electrical appliances, heating, and lighting components of their vehicle in a manner that is contrary to or deviates from the manner for which their use is intended. Campers are also prohibited from utilizing these devices in any manner that creates a health and safety hazard for themselves or others.
6. Vehicle and/or Boat Maintenance: No vehicle or boat maintenance, repair or washing of RVs or vehicles or boats is allowed within the Park.
7. Propane Tanks - No tank used to contain propane or liquefied petroleum gas may exceed a 50-pound rating. There shall be no more than two (2) tanks attached to a camping unit at one time. Propane tanks must be attached to the trailer or camping unit in the manner specified by the manufacturer, or in a cradle specifically designed to hold propane tanks to camping units. Freestanding tanks are not permitted.
8. Campers wishing to fill the potable water holding tank(s) in their camping unit from the Park water system may do so only if they make no changes or alterations to the Park plumbing fixtures and provided that an approved anti-siphon device is installed on the camping unit.
9. It is strictly prohibited to attach a garden hose or similar device to a Park water system for the purpose of rinsing wastewater or sewage-holding tanks.