

South Dakota Game, Fish & Parks  
Division of Parks and Recreation  
523 E. Capitol Avenue  
Pierre, SD 57501

**Return Agreement & payment to:**  
**Farm Island Recreation Area**  
**1301 Farm Island Road**  
**Pierre, SD 57501**

### Camper/Boat Storage Agreement

This Agreement is made between the South Dakota Department of Game, Fish and Parks (hereinafter referred to as "State"), and the undersigned camper/boat owner, (hereinafter referred to as "Owner"). "Owner" shall include the owner, his/her guests, assignees and invitees. This Agreement shall govern the conduct of the Owner pertaining to the storage area and lot rental.

**Owners' Name:** \_\_\_\_\_ **Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Owners' Phone #:** **Home:** \_\_\_\_\_ **Work:** \_\_\_\_\_ **Cell:** \_\_\_\_\_

<b>Camper Information</b> <b>Make:</b> _____ <b>Model/Year:</b> _____ <b>License Plate Number:</b> _____
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<b>Boat Information</b> <b>Make:</b> _____ <b>Model/Year:</b> _____ <b>Boat Number:</b> _____
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**Agreement Term (circle weeks of service requested):**  
**\$10.00/week or \$30.00/4 consecutive weeks (whole weeks only)**

<b>Apr. 30-May 6</b>	<b>June 11-June 17</b>	<b>July 23-July 29</b>	<b>Sept. 3-Sept. 9</b>
<b>May 7-May 13</b>	<b>June 18-June 24</b>	<b>July 30-Aug. 5</b>	<b>Sept. 10-Sept. 16</b>
<b>May 14-May 20</b>	<b>June 25-July 1</b>	<b>Aug. 6-Aug. 12</b>	<b>Sept. 17-Sept. 23</b>
<b>May 21-May 27</b>	<b>July 2-July 8</b>	<b>Aug. 13-Aug. 19</b>	<b>Sept. 24-Sept. 30</b>
<b>May 28-June 3</b>	<b>July 9-July 15</b>	<b>Aug. 20-Aug. 26</b>	
<b>June 4-June 10</b>	<b>July 16-July 22</b>	<b>Aug. 27-Sept. 2</b>	

**Assigned Lot (lot will be assigned by Park Manager – please leave blank):** \_\_\_\_\_

- CHARGES:** The rental fee for the above described storage lot is \$10.00/week or \$30.00/4 consecutive weeks for each camper or boat unit stored on the premises. Payment must be made to the park office before or upon arrival and before entering the storage area. The camper/boat must be removed on or before the expiration of this agreement specified hereinafter.
- LIMITATION OF LIABILITY:** The purpose for this Agreement is for the use of a storage lot for the storage only of a camper/boat. The use of such facilities and premises is at the sole risk of the Owner. It is expressly understood and agreed by the Owner that the State's liability under this Agreement shall be limited to breach of its contractual obligation to provide storage space and nothing more. The State shall not be liable to Owner for loss, damage, or injury to persons (including death) or to property, including the camper/boat, its contents, gear or equipment, whether such loss, damage or injury is due to fire, theft, vandalism, collision, weather event, or any other acts of God, war or terrorism. In no event shall the State be liable for economic loss; irrespective of its foreseen ability or cause of the loss resulting damage.

3. **INDEMNITY:** Owner agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of this Agreement. This section does not require Owner to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.
4. **LOT MAINTENANCE:** Owner agrees to maintain the rented storage lot in a clean and safe manner. All supplies, materials, accessories and other items must be stored within the camper/boat. Loose supplies, materials, accessories and other items are prohibited and are subject to removal by the State at the sole expense of the Owner. Owner is responsible for all trash removal on the rented storage lot.
5. **SEASON:** The season dates for camper/boat storage lot rental are April 30, 2011 to September 30, 2011.
6. **SIZE:** The camper/boat storage lot is clearly marked. All property belonging to Owner shall be confined to within the borders of the rented lot.
7. **SUBLEASING:** Subleasing of rental lots and transfer of campers/boats from one lot to another are prohibited.
8. **REPAIRS AND MAINTENANCE:** Repairs and maintenance to the boat or camper are not allowed in the storage area.
9. **OCCUPANCY:** Occupying the camper or boating unit for any period of time is prohibited.
10. **ABANDONMENT:** No property may be left on lands, owned or leased by the department without express written authorization, from an authorized representative of the department, after contract end date. Any items or property remaining on the premises after the season date will be determined abandoned and will be subject to removal, impoundment provisions afforded to the State.
11. **TERMINATION:** Violations of the terms of this Agreement or continued violations of laws and regulations by the Owner shall constitute cause for cancellation of this agreement. The State shall provide written documentation to the Owner stating specific cause for the termination. If this Agreement is terminated, then Owner shall immediately remove his/her property from the storage area. No refund shall be given in the event of termination.
12. **ENTIRE AGREEMENT:** All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constituted the entire agreement with respect to the subject matter hereof.

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DEPARTMENT OF GAME, FISH AND PARKS:

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
*Name, Park Manager*

OWNER:

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
*Name, Owner*

**AGREEMENT EXPIRATION DATE** \_\_\_\_\_, **2011**