

Indiana State Parks 2023 Mississinewa Lake Seasonal Camping Agreement

**Lottery Opens September 21, 2022 at noon EST
Lottery Closes October 7, 2022 at noon EST
Notifications will be issued via email on
October 17, 2022 at noon or after (EST)**

Mississinewa Lake Seasonal Campground is owned by the U.S. Army Corps of Engineers and operated by the Indiana Department of Natural Resources (“DNR”). First and foremost, the purpose of the lake and property is flood control downstream from the dam. The person or persons signing this camping agreement (“agreement”) for the use of a Recreational Vehicle (“RV”) site (“site”) is/are referred herein as the “Seasonal Camper,” whether singular or plural. By signing this agreement, you acknowledge that you have read and understand all the rules, regulations, seasonal information, and general property regulations applicable at Mississinewa Lake. The DNR’s General Property Regulations (312 IAC 8) are available online at: <https://www.in.gov/legislative/iac/T03120/A00080.PDF>.

All Indiana State, Federal, and DNR rules, regulations, and laws are to be followed at all times.

Mississinewa Lake Personnel

During your stay at Mississinewa Lake (“Property”), you will encounter a myriad of staff whose goal is to make your stay as fun and safe as possible. These people may include our property managers and several other full-time employees as well as seasonal gatehouse, security, and maintenance staff. Camp Hosts are also available within the Seasonal Campground to answer many of your questions and assist you when possible. We are all here to help you in any way we can, but we ask that you contact a property manager, office staff, or security supervisor for on-going issues or with questions regarding site changes, additions, or alterations.

Camping Season

The 2023 camping season will begin May 1, 2023 and ends on October 31, 2023. Please note that these dates are subject to change by the DNR due to weather, rising lake levels, other unforeseeable events and as deemed appropriate by DNR. Water at your site will only be available from May 1-October 31, 2023.

Occupancy

This site is rented to you and your immediate family only. The camping unit utilized on the site must be registered in the name of the renting occupant on the site. No other camping unit may be utilized at any time that is not owned by the renting occupant. Each site is limited to six people. Each site provides parking for one self-contained camping unit that has a shower, restroom, and the ability to function independently on LP gas, *without* connecting to outside water, electric, and sewer hookups. No more than two, licensed, passenger vehicles are permitted on a site. Campers under 18 years of age must be accompanied by a person at least 18 years of age. Seasonal Campers agree to provide property management with current and updated addresses and phone numbers, as well as any changes and other necessary contact information.

Site Description

Your site consists only of your concrete pad and adjacent water, sewage, and electrical outlet, or otherwise transferred by the Seasonal Camper to any connections and the use of a fire ring adjacent to the site. This agreement cannot be assigned, sublet, or otherwise transferred by the Seasonal Camper to any other party. Mississinewa Lake expressly reserves the exclusive right to reassign the site in the event the Seasonal Camper vacates the site and removes all property prior to the agreement ending date or if this agreement is terminated by notification of eviction/ejection by property management and/or law enforcement. In the event of such early termination, the **Site rental fee is not refundable**. A two-week written notice must be given when terminating your reserved site prior to the end of the rental season to allow property management to reassign the site with minimal vacant time. No Seasonal Camper may exchange sites with another or move to another site for any period of time without the express approval of property management. The sale of your camping unit does not entitle the purchaser to the use of your assigned site or to assume any interests under this agreement. With the mission of the U.S. Army Corps of Engineers, lake levels may fluctuate in the spring and throughout the season. This condition of fluctuation levels may nullify camping dates and the campground may be subject to evacuation and the removal of all personal property from your site. If this occurs, a pro-rated refund will be issued but only for the days that either the campground or your site is unavailable. No Seasonal Camper will be allowed to operate a business, advertise, or solicit any goods or services on the Property. Property Management reserves the right to rent any unused sites in the seasonal campground on a daily basis at the regular AA rate. Some sites, due to their proximity have additional parking adjacent to their site. This parking is for the specific sites identified. Sites 12 and 30 have this additional benefit.

Front Gate Entrance and Electronic Security Gate

Regular Gate Fees and Annual Passes will apply to all Seasonal Campers and Guests for Main Gate Entrance.

The security gate was installed to control the amount of traffic through the seasonal campground. Two security gate key cards will be issued to each seasonal camper. Security gate key cards will only be issued to two (2) immediate family members residing at the site who can legally operate

a motor vehicle in and out of the campground. In order for the security gate to serve its purpose, both gate key cards must be turned in at the end of the season. All issued key cards are kept on record. If you do not return your key cards, you will be charged \$25 per each key card that is not returned. Lost key cards may be replaced with a \$25 replacement fee.

Site Appearance and Alterations

A seasonal site consists only of your concrete pad and adjacent water, sewage, and electrical outlets, or otherwise transferred by the Seasonal Camper to any connections and use of a fire ring adjacent to the site. Fire rings are to be 6 feet from concrete to allow mowers access for maintenance. If fire rings are less than 6 feet from site, Seasonal Camper will be required to weed eat the area. Fire rings must not touch concrete pads. If Seasonal Camper decides to move fire ring onto concrete pad, they must be placed on 2 or more layers of fireproof pavers. If the concrete is damaged because of the fire ring, the Seasonal Camper will be billed for the repairs and/or replacement of the concrete pad.

All grassy areas are considered common use areas. All trailers shall remain mobile. All trailer hitches shall be accessible from the front of the site and remain attached to the unit. No vehicles of any kind will be allowed on the grassy area for movement of trailers. Vehicles, boats, trailers, deck boxes, firewood, etc. are to remain on the concrete pad only. No parking is permitted in the grass. Campers and vehicles should not extend over the grass or into the road. Property personnel or host should be able to mow your site with minimal effort. Vehicles may be parked on the roadway shoulders in natural/grassy areas.

Each Seasonal Camper agrees to maintain their site in a neat and well-groomed manner at all times. Site care (leaf pickup, site tidiness, woodpiles, etc.) is the responsibility of the Seasonal Camper. Property maintenance personnel will mow seasonal sites when conditions permit as determined by property management. All items on concrete pads are asked to be 4-6 inches from the edge to allow mower clearance so weed eating by the Seasonal Camper does not have to take place. The Property will provide one picnic table per site. Any damage to the picnic table will result in a fee being assessed for replacement. Commercially-purchased enclosures including canopies, dining tents, and camping tents are restricted to the concrete pad and will not be allowed in the grass. **No stakes, posts, fencing, or other objects are to be placed in the grass. If a mower is damaged as a result of this, repairs may be charged to the Seasonal Camper responsible.** A storage unit such as a Rubbermaid-style (earth tone color) deck box is approved with a size of 5' x 2' x 2'.

In addition, plastic storage sheds are allowed, but must meet the following specifications:

- ***Plastic Construction***
- ***Maximum of 56 square feet of floor space***
- ***Maximum of 392 cubic feet of storage space***
- ***Must be able to disassemble in 1 hour***
- ***Must remain on the concrete pad***
- ***Appearance of the shed must be appealing***
- ***Colors should be earth tones such as browns, tans, greens, and grays.***

All other type units must be pre-approved by management. Wood pallets are not allowed. While stand-alone barbeque grills are allowed, no propane tanks larger than 20lbs are allowed. No

herbicides or pesticides may be applied to the ground or used on your site. No nails, screws, lags, or hooks are allowed to pierce the bark of any tree. All clotheslines should be taken down when not in use.

Pets and Service Animals

The Property and the Seasonal Camper recognize that camping with their loved ones and pets is important. It is further recognized that pets within the seasonal campground should be properly cared for, properly contained, and should not interfere with the enjoyment of other campers. Seasonal Campers agree to the following:

- All pets must have collars with identification tags including at least the owner's contact information.
- Per 312 IAC 8-2-6 (b), if a pet or service animal appears likely to endanger a person or property or to create a nuisance, the owner may be required to immediately remove the pet or service animal from a DNR property.
- Property Management reserves the right to require the owner to remove any pet for any reason and at any time; these reasons may include but are not limited to:
 - a. Pets that cause disturbance (such as barking, snarling, growling, etc.)
 - b. Pets that invade the privacy of another camp site.
 - c. Seasonal Camper fails to keep campgrounds clean of pet litter at any time.
 - d. Damage to grass and trees.
- The Seasonal Camper shall clean up after his/her pet(s) at all times throughout the Property. Please carry bags with you when walking your pets and dispose of the waste in appropriate dumpsters.
- Pets shall not be left outside of the camping unit on the sites unless they are under supervision.
- Pets shall not be contained, anchored, penned, or tied in the grassy areas or to any tree.
- A person who possesses a pet or service animal must keep the animal caged or on a leash no more than six (6) feet long. A person must attend to a pet or service animal at all times.
- All dog walkers must be capable of controlling the dog(s) in all situations.

Dumpsters

The Property will provide a dumpster at a location of its choosing for use by Seasonal Campers for **only** household garbage generated while at the Property (No rugs, grills, lawn furniture, mowers, bikes, etc. are allowed in the property dumpsters.) Anyone disposing of items other than household garbage generated while at the park may be subject to a fine and possible ejection/eviction.

Campfires

Campfires are allowed only in the designated fire ring. One fire ring will be provided for each site. Property maintenance personnel will dispose of ashes when necessary. No burning of garbage of any kind is permitted in a campfire. When necessary, ashes only—no bottles, cans,

metal, plastic, or any other debris—will be disposed of from your fire ring. A fire must be extinguished immediately after use. An authorized representative may prohibit fires even in a designated area for public safety or to protect property.

Firewood

All firewood must remain neatly-stacked on the concrete pad. No more than 2' x 4' x 8' stacked firewood is permitted at the site. Firewood may be covered, but only with green or brown tarps. During times of fire restriction, no fires of any type are permitted. Our Property is located in Wabash, Grant and Miami Counties.

You can bring firewood from any tree species into a state park, reservoir, state forest or state fish and wildlife area if:

- It is from your home in Indiana and all bark has been removed and ½ inch of sapwood beneath the bark, too. Note: wood from surrounding states cannot be debarked and brought in due to federal quarantines.
- It is bundled and bears a USDA compliance stamp (usually sold at a gas station, grocery, department store, etc.)
- It is purchased from a local firewood vendor outside the property and has a state compliance stamp with it.
- It is purchased from the property.
- The firewood is kiln-dried split hard wood.

Guests and Family Members

All guests of Seasonal Campers must pay an entrance fee prior to entering our Property unless they possess an Annual Entrance or Golden Hoosier Pass which can be purchased at the Main Office or the Front Gatehouse. Please keep in mind that Seasonal Campers are responsible for their actions and those of their guests. Seasonal Campers are responsible and liable for all damages that you, your family, and/or your guests cause regardless of whether or not the Seasonal Camper is present. All Seasonal Campers are responsible for informing their guests of the rules, regulations and guidelines. With the two vehicle limit at each site, guests may need to park their vehicles in the lower (northernmost) parking lot at the beach. Parking in the street in the camping area and on the grass is prohibited.

The only boats allowed to launch from the Seasonal Campground boat ramp are those that are registered to Seasonal Campers. All guests and family members must launch their boats from the Miami SRA ramp unless they are camping in the Modern Campground, then they can use the Modern Campground Mooring Area if desired. Only Seasonal Campers are allowed to use the Seasonal Mooring Area.

Water Hookup and Usage

Each site includes two water spigots. The Seasonal Camper shall turn off water when it is not in use. No watering of grass is permitted. Water hookup must be made with an RV-approved hose and is not to be buried. No car washing is allowed at the site. When you leave your camping unit

for 24 hours or more, the water connection must be shut off to avoid losing substantial volumes of water in the event a hose or connection leaks or breaks. This will also protect your unit from a possible plumbing failure and subsequent flooding of the camping unit.

Sewage Hookup

Sewer hookups must be sealed. Rubber donut seals are recommended. The Property assumes no responsibility for plugged tanks or sticking valves. Maintenance and lubrication of valves is the responsibility of the Seasonal Camper. Septic chemicals and rapidly-dissolving toilet tissue must be used. Please remember to leave a small amount of grey water in your tank. Leaking valves, hoses, and tanks will result in the unit being required to be removed from the Property until the malfunction has been repaired. If a sewage blockage is found to have originated from your site and it is determined that the blockage was caused by debris other than sewage, all costs incurred by the Property to alleviate the blockage and pumping will be charged to and is the responsibility of the Seasonal Camper. Any intentional discharge of grey or black water may result in your ejection/eviction from the Property and possible prosecution. Property sewer hookups are not to be altered in any manner. RV site sewer caps may not be removed, per the Health Department.

Electric Hookup and Billing

The Property does **NOT** provide electrical service to Seasonal Campers; instead, it is supplied via a meter through the local utility company. This allows individuals to make personal choices in how they utilize electricity and to pay for what they use. The establishment of electrical service to an individual site is the responsibility of the Seasonal Camper renting said site. All sites are individually metered. The deposit, rate charge, and term of service will need to be established through the local utility by the Seasonal Camper. It is recommended by the Property that the term of service not begin before May 1 and not end later than October 31 as the site is not available for use by the Seasonal Camper outside of these dates. Electrical service is provided through Wabash REMC (260-563-2146). Electrical plugs must be UL approved. Any tampering with or altering of the electric pedestal is strictly prohibited. Each site contains a 30 and 50 amp outlet. Seasonal Campers shall not plug-in to a pedestal other than his/her own. Any Seasonal Camper found to be utilizing an electrical pedestal other than his/her own may be subject to a fine, prosecution, and eviction. Only in the event of a loss of electrical power may generators be used and only within Property noise regulations as set forth in 312 IAC 8-2-11 and 312 IAC 8-2-12.

Boat Mooring and Boat Trailer Parking

As stated earlier: All guests and family members must launch their boats from the Miami SRA ramp unless they are camping in the Modern Campground, then they can use the Modern Campground Mooring Area if desired. The only boats allowed to launch from the Seasonal Campground boat ramp are those that are registered to Seasonal Campers. Watercraft that are not required to be registered by the State of Indiana may be launched in the seasonal mooring area by guests and family members. All motorized and non-motorized boats will be required to display a current lake permit.

Only one boat per Seasonal Campsite is permitted to be moored at a time and there will be an adequate amount of mooring posts to accommodate each site. No swimming or wading is allowed in this area. Boat trailer parking will be provided near the mooring area. Only one watercraft trailer may be stored in the trailer parking area. If the camper wishes to have more than one watercraft trailer, their additional trailer will have to be parked on their campsite. The boat mooring area will be accessible as lake levels allow until the water level drawdown which could be as early as Oct. 1st and is subject to change. As this benefit is not a paid amenity, no refunds will be issued due to natural or man-caused flooding or other conditions that result in the mooring and/or parking areas being unavailable for use.

Theft/Vandalism

There is a “**ZERO TOLERANCE POLICY**” for any theft and/or vandalism on the Property. Anyone caught in any of these acts, including the party or parties responsible, will be reported to local authorities and may be subject to ejection/eviction from the property without refund.

Alcoholic Beverages

Possession or consumption of alcoholic beverages on the Property and on the site is a privilege, not a right. All state alcoholic beverage laws apply on the Property.

Moped & Scooter Laws

The following are some requirements for the operation of mopeds/scooters on the Property. It is not a complete listing of state law and regulation requirements. Seasonal Campers are responsible for knowing and complying with those laws. Motorized bicycles (mopeds) must comply with state laws and DNR property regulations. A person must be at least 15 years old to operate a moped. Mopeds must not be operated any faster than 25 mph the operator must obey all speed limits. Drivers must obtain an authorized ID card, permit, or license from the BMV; high school ID cards are unacceptable. Drivers under 18 must wear protective headgear meeting the standards set by the BMV or a helmet that meets standards established by the USDOT, plus protective glasses, goggles, or a transparent face shield. Mopeds must have a cylinder capacity of no more the 49cc. A cylinder capacity greater than 49cc is considered to be a motorcycle and the driver must have both a license plate and motorcycle license and comply with state laws and regulations. Mopeds are banned from sidewalks and trails and must remain on paved roads at all times. The Property reserves the right to ban mopeds/scooters as deemed appropriate, including but not limited to the following: recklessness, non-compliance with Property policies or state regulations and law; protracted loud noise; safety.

Motorized Carts

In order to operate a motorized cart and/or plated slow-moving vehicles on the Property, one of the following conditions must be met:

- 1) At least 65 years of age that is evidenced by the valid driver’s license.**
- 2) Has a disability, as defined by the Federal Social Security Administration**

guidelines (42 USC 416) that is evidenced by documentation from the SSA. A blue disability parking permit is not sufficient.

Per 312 IAC 8-2-7 (c-3):

A motorized cart must meet the following lighting requirements if operated between the hours of sunset and sunrise:

- (A) Have a lamp on the front exhibiting a white light visible at least five hundred (500) feet ahead of the motorized cart.
- (B) Have a lamp on the rear exhibiting a red light visible at least five hundred (500) feet behind the motorized cart.

When operating a motorized cart, the operator must comply with the following at all times:

- 1) All motorized carts must remain on paved roads within a campground at all times.
- 2) All speed limits and road rules must be adhered-to as if driving a passenger vehicle.
- 3) **A person must not operate a motorized cart/gator other than within the Seasonal Campground, Modern Campground, and beach area.**
- 4) The person fulfilling the requirement(s) for the use of a motorized cart must be present on the vehicle at all times while it is in-use.
- 5) The person fulfilling the requirement(s) for the use of the motorized cart is not required to be the driver, but the driver must be at least 16 years of age and possess a valid driver's license.
- 6) The Property reserves the right to ban motorized carts and/or plated slow-moving vehicles as deemed appropriate, including but not limited to the following: recklessness, non-compliance with Property policies or state regulations and laws; protracted loud noise; safety.

Registration and License Plates

All vehicles which can be operated upon the public highways must, at all times, be required to maintain and display a current and valid registration and/or license plate. This includes but is not limited to the following: all cars, trucks, recreational vehicles of all types including motor homes, fifth wheels and trailers, boats, boat trailers, storage trailers, motorcycles and mopeds. All motorized and non-motorized boats will be required to display a current lake permit.

Mail and Parcel Post Delivery

For mail and package delivery, the Seasonal Camper must establish a Post Office Box in the City of Peru. The Property and its employees cannot and are not responsible for mail or packages delivered to the Property. Therefore, such mail and packages will be returned to the sender.

Special Events

Events and programs will be scheduled throughout the summer camping season which may cause traffic disruptions. If Seasonal Campers plan to have guests during one of these events, our visitor parking policy still applies. A copy of the current month's scheduled events or programs will be available at any of the two gatehouses or the Main Office. The grassy field areas bordering the Seasonal Campground may be used by the Property when needed to assist with

property goals and objectives. An example of this would be a special event such as “Fireworks over the Mississinewa”.

2023 Pricing Details

For 2023, the price for May 1 to October 31, 2023, will be **\$3,400.00 plus tax**. Charges and deposits for electric service shall be the responsibility of the Seasonal Camper.

A deposit of \$500 ***must be paid for each lottery application***. If not successful in getting a site, the deposit will be refunded.

Final payment is due on or before **March 1, 2023**. All payments will be made through the website www.camp.in.gov (if paying in full) or by calling the Service Resolution Team at 1-866-511-5573 with the reservation number in hand to make partial or full payments.

Hold Harmless and Release of Liability

The Seasonal Camper understands that there are inherent risks associated with camping and outdoor activities and the Seasonal Camper, by signing below, accepts those risks and releases the U.S. Army Corps of Engineers and the State of Indiana and their agents, officials, and employees from any such liability.

Further, the Seasonal Camper agrees to indemnify, defend, and hold harmless the U.S. Army Corps of Engineers, and the State of Indiana and their agents, officials, and employees from all claims and suits including court costs, attorney’s fees, damages, and other expenses caused by any act or omission of the Seasonal Camper and/or its agents or guests pursuant to this Camping Agreement.

