



## **Procedures for selling or purchasing a cabin.**

Cabins or Lots can be sold only with written permission from the Indiana District of the UPCI. The contract and lease below must be signed before they go into effect.

1. Both the seller and the purchaser must sign the contract. Both must have a witness signature.
2. The lease agreement is between the purchaser and the Indiana District of the UPCI, the campground owner. The Indiana District of the UPCI's representative must sign and authorize it before the agreement can go into effect, and you can utilize the cabin.
3. After both documents are signed, please return to the campground.
  - a. **Indiana Conference And Training Center**  
**Attention:** Caretaker  
1900 E. Broadway St  
Fortville, IN 46060
4. The documents will be forwarded to the District Secretary, who may present them to the District of the UPCI Board before passing on them. Board meetings are held 3-4 times a year so that it may take a bit before completion. He will sign and return the paperwork to the camp caretaker.
5. The Camp Caretaker will file them in the Camp Office and notify all parties involved via email of the completion of the procedures, including the signed copies of all forms involved.

This completes the process, and the new owner can take possession of the cabin once all of this process has been completed.

Please remember, this is a summer camp only. Cabin areas are closed from mid-October to about the first of April. No water will be on during these times except for designated areas for camp staff who maintain the area throughout the winter months. There are no exceptions to this rule. Our tax-exempt status could be jeopardized if we allow people to stay all year in the cabins or lots. Our agreement with the local government is that we are a summer camp, which provides for our special status outside standard neighborhood conventions and rules.



## Proposal For Transfer Of Camp Cottage

Date Of Proposal: \_\_\_\_\_

### Property Information:

Lot (s) #: \_\_\_\_\_ or Cabin #: \_\_\_\_\_

### Seller's Personal information:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### Buyer's Personal Information

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

The amount Of **Assessments due** as of proposal date: \_\_\_\_\_

***(Property may not be transferred unless assessments are current.)***

Purchase Price for said property: \_\_\_\_\_

The buyer has agreed to satisfy and fulfill the purchase amount required by the seller.

Seller's signature: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

**I have read and agree to all rules and regulations listed in the contract received from the Indiana District UPCI concerning property ownership and responsibilities of said property. I propose to take possession of \_\_\_\_\_ upon approval from the Indiana District UPCI District Board.**

Purchaser's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

**Date Approved by District Board:** \_\_\_\_\_

District Secretary: \_\_\_\_\_

**All information must be complete before the District Board will consider this request!**



## LEASE CONTRACT

This agreement made and entered this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ by and between the INDIANA DISTRICT OF THE UNITED PENTECOSTAL CHURCH, INC. (hereinafter referred to as "Seller")

Witnesseth:

Whereas the District desires to extend the campground facilities to enable adherence to the Pentecostal faith as promulgated and other facilities on such campground and

Whereas the seller desires to lease such cottages or other facilities upon the terms after this set forth:

The cabins are to be used as summer cottages exclusively. Cottages are closed from mid-October to approximately the first of April. After the off-season, this policy includes all trailers, motorhomes, and campers. Exceptions to this rule will qualify for termination of the lease. Now, therefore, for and in consideration of the premises and of the agreements and covenants hereafter set forth, the parties hereto agree as follows:

### COTTAGES AND LOTS

1. Purchaser will lease from District a prefabricated structure and/or lot described as follows, to wit:  
Cottage or Lot Number \_\_\_\_\_
2. The purchaser agrees to lease the above-described structure for the sum of Dollars and issue a note for Dollars bearing an interest rate of Percent (%) per annum to the District. After the note has been fully satisfied, the lease shall remain in effect for \$1.00 per year plus a yearly assessment so long as the purchaser does not violate any covenant outlined in this agreement.
3. This installment promissory note may be negotiated or assigned to any bank or other lending institution to enable the district to raise funds to purchase such structure and for such other purpose pertaining to the District as it may deem proper.
4. The purchaser expressly agrees that they are not purchasing any part of the ground or real estate upon which such structure is located.
5. The parties hereto determine the site upon which such a building shall be erected. Still, to meet all requirements of the city of Ingalls and the State of Indiana, no building shall be erected closer than fifteen feet (15 ') from any street and six feet from the property line.
6. Any such structure erected on the premises shall have a minimum of one hundred sixty-eight (168) square feet of floor space. The Purchaser covenants and agrees to pay all contractors, subcontractors, and material land supplies promptly and hold the District harmless from any mechanic's lien filed against said structure or said real estate.
7. The leased property is to be used for the summer months only, from approximately April 1 until the middle of October every year. However, visits for repairs, maintenance, etc., may be conducted during this time if said visits are limited to 2 overnight stays.

The Purchaser agrees to abide by the rules and regulations governing the use of each building or lot, which the District may issue and promulgate occasionally.

This agreement and the covenants shall be binding on all parties hereto, their heirs, executors, administrators, personal representatives, successors, and assigns.

In Witness thereof, the parties have hereto executed the above and preceding instruments the day and date first above written.

Indiana District of the United Pentecostal Church, Inc.

By:

District Representative

Purchaser

**LEASE CONDITIONS**

- 1. A lot may be leased in a designated area as a temporary park for a "Recreational Vehicle."
- 2. After the lease-purchase price has been paid, the lease of said lot shall remain in effect for \$1.00 per year plus a yearly assessment.

**TERMINATION OF CONTRACT**

It is also agreed that this agreement shall terminate upon happening of any of the following events:

- A. The Purchaser may not sell or assign this contract without the prior written consent of the Board of Directors of the Indiana District of the UPCI.
- B. If the Purchaser is part of a UPCI church group and separates from such group or fellowship not under the UPC Indiana District of the UPCI.

If Purchaser shall convey, devise, or attempt to convey the structure to anyone who does not profess the faith as promulgated in the Articles of Faith of the United Pentecostal Church, Inc.

The failure of the Purchaser to keep the premises in neat and tidy conditions or if alcoholic beverages or tobacco in any form are used on the campground by the Purchaser or any of his or her guests.

- C. If Purchaser becomes delinquent on their payments at least ninety (90) days.

In this connection, the Purchaser agrees that the lease of said cottage or lot is designed primarily to enjoy, use, and advocate for the religious doctrines and tenants of the United Pentecostal Church, Inc., as stated in its Articles of Faith.

**CONDITIONS OF REPOSSESSION**

If any of the conditions of termination as herein above set forth shall not be corrected by Purchaser within a record of sixty (60) days after the happening of any one of the conditions herein above set forth or if the heirs or assignees of Purchaser shall not be a member of a United Pentecostal Church of the Apostolic Faith, then the District shall have the right to sell or assign to any member of the United Pentecostal Church, Inc. who is acceptable to the District and at the time such sale of the balance due on the installment promissory note herein above set forth, shall not be an obligation of Purchaser but any and all payments made on said note shall remain the property of the District. If the property is sold, any subsequent note issued by a new Purchaser shall be the property of the Indiana District.