

Cedar Creek Landing Camp Site Lease Agreement

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THIS AGREEMENT is between:

Cedar Creek Landing, LLC (Lessor)

and

_____ (Lessee)

1. Term and Location

(a) The term of lease shall be for the 2008 camping season, commencing on _____ 20__ and ending on _____, 20__.

(b) The site leased is Lot # _____ ("the site") as indicated on the attached plan which forms part of this Lease.

2. Inspection and Condition of Site

The Lessee acknowledges that Lessee has inspected the site in the presence of the Lessor or its authorized representative and is satisfied with the location and condition thereof.

3. Rates

The lease rate for the site shall be \$_____ payable in advance.

4. Lease Renewal

The Lessee shall have the first option to renew the lease for the next season prior to the expiration of this lease at the lease rates applicable for the coming season unless the Lessor, at its sole discretion, decides otherwise.

5. Disposal of Interest in the Lease

The Lessee may not sell, transfer, assign, or otherwise dispose of its lease interest without the prior written consent of Lessor.

6. Termination

The Lessor may terminate the lease for cause if the Lessee

(a) fails to observe, perform or keep any one or more of the terms of this lease; or

(b) fails to observe the rules and regulations governing the use, operation,

and administration of the site and common areas, set by the Lessor, as amended from time to time.

In addition to any other right or remedy the Lessor may have under this agreement or at law, the Lessor:

(c) may terminate this lease upon 48 hour written notice to the Lessee; or

(d) in the event Lessor, at its sole discretion, determines that Lessee has violated this lease or any of the rules and regulations of the Campground, may enter the campsite and at the cost of

the Lessee remove all persons and property and restore the site to the condition it was in at the time the Lessee took possession;

and

(e) lease the site to another lessee.

7. Conditions of Use

(a) For security purposes the Lessee shall check in at the registration desk upon arrival at the Campground.

(b) The Lessee shall not entertain or permit more than ten (10) persons at any time on the site unless prior written approval has been granted by the Lessor.

(c) Overnight guests of the Lessee must be registered at the office.

(d) Only the immediate family of the Lessee over the age of 21 may occupy the site in the absence of the Lessee and Lessor must be informed in writing 24 hours in advance of such camping as to the use of the site and the names and ages of those persons who are authorized to occupy it in the absence of the Lessee.

(e) The Lessor reserves the right to control and prevent access to the Campground any person (s) the Lessor deems undesirable or objectionable and may eject, without prior notice, any person who becomes objectionable, creates a disturbance, or causes a nuisance.

(g) The Lessee shall be responsible for any damages caused by any guest of the Lessee.

(h) The Lessee must comply with all applicable federal, state and local laws, this lease and the rules and regulations of the Campground.

(i) The Lessee shall not operate any business activity on the site.

(j) The Lessee will not interfere with the rights of other lessees.

(k) The Lessee will maintain the site in a reasonably clean condition, and

(l) The Lessee will vacate the site at the expiration of the lease unless arrangements have been made with the Lessor to keep the site for the following season.

(m) The Lessee must carry fire, theft, and public liability insurance (including damages caused by falling trees) pertaining to the site and all improvements and equipment brought onto the site and shall

provide the Lessor with proof of insurance annually.

8. Use of Common Areas

All of the communal land and facilities, including the clubhouse, pool, game room, store, bathhouses, hiking trails, pavilion, playground and other common areas including the roads ("common areas") may be used and enjoyed in common by all lessees. Use of the common areas shall be subject to the rules and regulations, including any charges for the use of certain common areas, established by the Lessor from time to time.

9. Lessor's right of first refusal on site development

Subject to competitive rates being charged, the Lessor shall have the right of first refusal for any site

development work, including driveway construction, requiring construction equipment and/or the sale of gravel or sand.

10. Site Restoration

At the expiration or termination of this lease, unless other arrangements are made with Lessor, Lessee shall vacate and surrender the site.

(a) The Lessee shall remove all vehicles, campers and all of its personal property from the site;

restore the site to the state it was in at the time of its initial lease to the Lessee; and leave the site in a condition satisfactory to the Lessor.

11. Disposal of sewage, grey water and garbage

Grey water shall not be disposed of on the site and the Lessee shall be responsible for (b) disposal of trash and garbage must be at designated dump sites.

12. Indemnification

The Lessee shall indemnify and save harmless other lessees and the Lessor, from any and all claims, costs and expenses in any manner arising by the neglect, default or misconduct of the Lessee or the Lessee's guests on the site, or out of the Lessee's occupancy, use of or operation on his site or the common areas. The Lessee hereby waives any right of set-off it may have against the Lessor.

13. Act of God

The Lessor shall not be responsible for any event the occurrence of which prevents the Lessee from occupying or using the site and which is not reasonably within the control of the Lessor.

Dated _____

Dated _____

Cedar Creek Landing
Campground

Print Name _____

By

Lessor

Lessee