

LAKE GROVE PARK Campsite Summer Lease (revision 7)
Lake Grove Park LLC, Box 12, 2619 County Route 6, Alpine, NY 14805,

READ this lease carefully. It describes the terms and conditions for camping at Lake Grove Park. After reading, complete the final page.

Information that is specific to the camper's lease is found before the signatures on page 6 titled **Information Specific for the Camper**. Paragraphs in the lease that reference this camper specific information use the notations **Information Specific**.

This lease is dated and made between the camper **Information Specific** and Lake Grove Park LLC ("LGP").

NOW, THEREFORE, in consideration of the rents, covenants, and agreements herein contained, LGP and Camper hereby covenant and agree as follows:

1. Campsite – LGP demises and leases to Camper and Camper leases from LGP the campsite described as **Information Specific** in the LGP campground, Town of Catherine, Schuyler County, New York. This campsite, including any improvements made by LGP, thereon is hereinafter sometimes described as "**demised premises**."

ON this campsite the camper places a "**Camp Unit**" that complies with the length definitions below and described as: **Information Specific**.

Camp unit: Acceptable units must be appropriate for lot size as determined by LGP. Maximum allowable length at LGP is 40 ft with the exception of motor homes. Park Models are permitted in designated areas only.

Age Limits: All camp units brought into LGP must be newer than 20 years at the beginning of the term of the lease.

Camper may access the lake by a Camper installed dock identified as "**dock**". Camper may install one dock only with the prior written consent of LGP, which consent may be granted or withheld in LGP's sole discretion, at such location as LGP may designate.

2. TERM – The term of this lease shall commence on May 15, and shall expire at noon on September 15 of each year and is called the camping "Season or Summer Season".
3. POSSESSION– Camper shall be entitled to possession of the site upon the later of the effective date of this lease or such other dates as may be specified in **Information Specific**.
4. RENT – Camper shall pay rent to LGP by mailing to LGP at the above address on or before May 15, 20__ a seasonal rent described in **Information Specific**.
5. LATE CHARGE – If any payment of rent contained herein is overdue by more than 15 calendar days, a late charge in the amount of 1.5% per month (shall not exceed limits set forth in applicable law) on the unpaid balance will be due to LGP.
6. SECURITY DEPOSIT for Summer Season – Camper will deposit with LGP by May 15, 20__ the sum of \$200.00 as a security deposit (SD) for the performance of all of

the covenants by the Camper hereunder. Within five (5) days of the commencement of the renewal period, if any portion of the SD has been expended during the term of the Lease for any reason, Camper shall pay to LPG the amount necessary to bring the SD up to the full amount required hereunder. An additional SD shall be required as follows: \$100 for an addition of an unenclosed structure; \$200 for an addition of an enclosed structure with or without windows. Security deposit, less the amount of charge against the security deposit permitted hereunder, shall be returned to Camper, without interest, within 60 days after expiration of the terms of the lease. LGP shall have the right but not the obligation to charge against the Camper's security deposit any amount for which the Camper shall be responsible hereunder.

7. UTILITIES: Camper shall at their own cost and expense pay all charges when due for gas, electricity, telephone, and sewage cleaning, and other utility charges incurred in the use of the demised premises during the term hereof, whether utilities are now or may hereafter be installed in the demised premises.
8. REPAIRS: LGP will make necessary repairs to the campsite within a reasonable time after receiving written notice from the camper of the nature and necessity of such repairs promptly upon discovery, and provided that if damage to the campsite shall have been caused by the action of Camper or Camper's guest(s) negligence or otherwise, Camper shall be responsible for the cost of such repairs.
9. ASSIGNMENT or SUBLETTING – Camper shall not assign this agreement in whole or in part, nor sublet, nor suffer nor permit the campsite or any part thereof to be used by others, including camper's children, without the prior written consent of LGP in each instance. Campers may not allow hunters or snowmobilers to use the campsite when they are not with them at the campsite. Any attempted assignment or sublease in violation of this section shall be void ab initio.
10. MAINTENANCE OF CAMPSITE: Camper shall maintain the campsite in a neat and clean condition, shall replace as necessary all fuses, wires, fittings, and pipes, and shall make such light repairs as necessary, all without offset against the rent. Camper shall not permit rubbish, refuse, or garbage to accumulate or any fire hazard to exist about the campsite. LGP can clean the property and make repairs and will charge these services to the camper.
11. ACCESS by LGP – LGP expressly reserves the following rights (which may also be exercised by agents of LGP): (a) to enter the campsite, camp unit, and addition(s) at any time during an emergency; (b) to enter the campsite during reasonable hours to examine the same and to show it to prospective Campers; (c) to enter the campsite during reasonable hours to make such repairs or improvements as LGP may deem necessary for the safety, improvement, or preservation thereof; (d) during or after the time tenant abandons the demised premises, to enter the camp unit and addition(s) and to treat same as abandoned property. The exercise of any reserved right by LGP shall never be deemed an eviction or disturbance of Camper's use and possession of the demised premises and shall never render LGP liable in any manner to Camper or to any other person.
12. ALTERATION and ADDITION by CAMPER – Camper may not, without obtaining the prior written permission of LGP, said permission to be effective only through written amendment to this lease, change the campsite or erect porches, rooms, extensions, sheds, or any other type or manner of addition. All additions and

structures shall be mounted on skids in a manner to permit movements and built so as to comply with all building codes and regulations and shall in no way harm the campsite or adjacent Campers.

13. **RENEWAL:** A Camper in good standing may renew this lease agreement for the next camping season by completing the form titled “Lease Renewal and Registration” and returning it to LGP by U.S. mail on or before May 15 of each year. Campers in good standing who desire to return the next camping season may leave their camping unit and additions at the campsite during the “off season” (September 15 through May 14 of the following year). Automobiles and other non-camping-related equipment may not be left on the site and Camper shall not inhabit his or her camping unit during the off season. LGP assumes no responsibility for any damage to Camper’s possessions from any causes, including, but not limited to, fallen limbs, wind damage, cold temperatures, trespassers, golf carts, or other Campers. Automatic renewal requires that the camping unit be less than 20 years old or, if older, in a well-maintained and attractive condition as determined by LGP. LGP reserves the right to refuse any renewal
14. **NOTICES** – Any notices, demands, requests or other instruments which may be or are required to be given under this lease shall be delivered in person or sent by United States Certified Mail, postage prepaid. Notice given as aforesaid shall be deemed given as of the date when deposited in any post office or in any post office box regularly maintained by the Federal Government addressed to the party at his last known address
15. **SURRENDER OF CAMPSITE**—Notwithstanding paragraph 13, at the expiration of term of this Lease, Camper shall surrender the campsite in the same condition as the campsite was in upon delivery of possession to Camper (alterations approved to be left by LGP, and reasonable wear and tear excepted) and shall surrender all pipes, sewage covers, and meters for the campsite to LGP. Camper shall leave the campsite free of trash with camp unit, addition(s), and dock removed. Camper’s obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this lease.
16. **ABANDONED PROPERTY** – If the Camper fails to remove any property upon surrendering the campsite or otherwise upon expiration of the term of this Lease, then said property may be deemed abandoned and thereupon becomes the property of LGP. LGP may, at its option, notify Camper to remove same at Camper’s own cost and expense, and Camper agrees to do so. LGP may, at its option, remove and store the same in a public warehouse, outside storage area at LGP, or elsewhere at the cost of and for the account of Camper. Outside storage at LGP accrues at a rate of \$20 per day. LGP assumes no responsibility and will not be liable for any damage to any property possessed by LGP pursuant to this paragraph. LGP has the right to dispose of any abandoned property at any time.
17. **TERMINATION and RIGHT TO ENTER CAMPSITE** – Upon a breach of the provisions of this lease by Camper, LGP shall have the right to immediately terminate the lease, reenter the campsite, remove the Campers and all persons therefrom, and to take exclusive possession of and/or remove all property thereon. All rights of Camper under this Lease shall immediately cease and for the purpose of such reentry, Camper hereby waives notice of any such failure or default and any demand for

possession of the campsite.

18. **RELEASE AND INDEMNITY** – The Camper accepts the camping privileges hereunder with the understanding that Camper does hereby release LGP, its employees, and its independent contractors from all liability for loss or damage to property and for personal injury arising out of Camper’s use of LGP’s properties and facilities, use of a golf cart or other vehicle on LGP’s properties, or breach of any provision of this lease. The Camper agrees to defend, indemnify and hold harmless LGP, its employees, and its independent contractors against all claims, causes of action, liabilities, judgments, and expenses (including without limitation reasonable legal fees and disbursements) resulting from loss or damage to property (including, without limitation, frost damage to a campsite’s water hydrant) or from personal injury to any party arising out of Camper’s use of LGP’s properties and facilities, which use includes, without limitation, the operation of a golf cart by Camper or any guest of Camper on LGP’s properties. All of Camper’s defense and indemnity obligations, whether in this section or elsewhere in this lease, shall survive the termination of the lease for any reason.
19. **RULES** – Camper agrees to read and comply with all LGP Campsite Rules as are or may be, from time to time, posted at the campground or on LGP’s internet site. Camper acknowledges that amendments to the Rules shall be effective upon posting. The Rules, as amended from time to time, are hereby incorporated herein.
20. **INSURANCE** – Camper agrees to obtain and maintain liability insurance in an amount sufficient to cover all liabilities arising from Camper’s use of the campsite, provided that such amount may not be less than \$300,000. LGP also strongly recommends property insurance on all property Camper places or uses within Lake Grove Park and golf cart liability insurance if Camper intends to use a golf cart at LGP (as LGP is NOT responsible for camper owned property or any loss or damage to property or personal injury resulting from the operation of a golf cart). Camper’s insurance shall cover Camper and all guests invited to the campsite. Camper shall provide LGP with a certificate of insurance and such other evidence of Camper’s maintenance of liability insurance as LGP may require, all in form and substance satisfactory to LGP, prior to commencement of this lease and promptly upon any request by LGP. Camper shall attach to this lease a Certificate of Insurance that shows coverage of the campsite and agrees to update the certificate yearly. All policies of insurance shall be written by insurers licensed to issue policies in the State of New York.
21. **FALLING LIMBS** – The Camper is responsible for removal of any small tree limbs or branches that may threaten the camp unit. Campers shall notify LGP of larger trees or limbs that may pose a hazard to persons or property immediately upon discovery. Within a reasonable time of receipt of notice, LGP will assess the risk posed by any trees or limbs identified by Camper. If LGP determines in its sole discretion that such trees or limbs do pose a hazard, LGP shall take such steps as are reasonably necessary, as determined by LGP, to eliminate such hazard within a reasonable period of time. LGP assumes no responsibility for any damage to the Camper's property, including but not limited to the camp unit, from falling trees or limbs.

22. PROHIBITED ACTIVITIES – Campers and guests may not engage in any commercial activities at the campgrounds. Campers and guests may not engage in any illegal activities at the campgrounds at any time.

23. SALE OR TRANSFER OF CAMPING UNIT – A Camper who has complied with and is in compliance with the terms of the Lake Grove Park Campsite Lease and all LGP Campsite Rules may sell his or her camping unit on his or her leased campsite if (a) LGP, in its discretion, approves the new owner to lease the campsite, (b) LGP receives from the purchaser a security deposit in the amount then required under the Lease, (c) the Camper’s camping unit is either less than 20 years old or in a well-maintained and attractive condition, as determined by LGP, (d) Camper has signed his or her lease for the campsite on which the subject camping unit is located no less than 2 years prior to the proposed sale, and (e) all other requirements set forth in this section are satisfied by the camper.

A Camper shall contact LGP’s Rental Agent (“rental agent”) before listing the unit for sale. In coordination with both buyer and seller, the Rental Agent will determine the date and time of the closing for the sale of the Camper’s camping unit. All sales of camping units, whether to a related or unrelated purchaser, shall be closed in the presence of a manager, rental agent or other individual authorized by LGP, and at such closing

- A. The selling Camper must pay to LGP in cash or by certified check a transfer fee equal to ten percent (10%) of the gross sales price paid by the purchaser for the camping unit and any of the following located on the selling Camper’s campsite at the time of sale (to the extent transferred to the purchaser): boats, docks, golf carts, dishes, and other items of personalty of any name or nature and all improvements and additions to said campsite in the nature of realty;
- B. The selling Camper must notify manager or rental agent of any offers and attest to the gross amount for the camping unit and personal item in sale. The sell and buyer will meet with the manager or rental agent for the final closure in exchanging monies to finalize the transfer. Manager or rental agent may reasonably request to substantiate the amount of such consideration. Buyer will sign a lease before occupying the camping unit.

A camper who conveys his or her camping unit and personal property located on his or her campsite to an immediate family member by gift shall pay LGP, in cash or by certified check, a transfer fee equal to the amount set forth in the then-applicable LGP fee schedule.

24. WAIVER – Waiver by LGP of any default by Camper under this lease is limited to

the specific occurrence and does not operate to waive any other default or violation. Any waiver by LGP, to be valid, must be in writing, identified as a waiver, and executed by LGP.

25. ACTION OF GUESTS: Campers are responsible and shall be held liable for the actions of their guest.

26. TERMINATION FOR ABANDONMENT OF CAMP PROPERTY – In the event that the camper abandons any property and/or unit on the campsite for more than thirty (30) days, not including the off season, LGP has the right to terminate the lease by delivery of written notice of termination to the Camper's address as set forth in the lease. In the event of such a termination, LGP shall have all the post-termination rights set forth in section 17 and elsewhere in the lease. Trailers, docks, or boats that are not registered with LGP and remain in the boat yard after Oct 15 of each camping season will be considered abandoned property. All such abandoned property will be subject to removal and/or destruction by LGP. No camper or other person purporting to have been the owner of abandoned property that is removed and/or destroyed by LGP shall have any claim against LGP with respect to the property, whether for compensation, replacement of the property, or otherwise.

27. PAYMENTS FROM CAMPER. In the event that LGP shall be entitled to any payment or reimbursement hereunder from the Camper, such payment shall be made by the Camper promptly, but in no event later than five (5) days after LGP's delivery to Camper of any written demand therefor. Any payment or reimbursement not made within such time shall bear interest at the rate set for in section 5 of this lease and may be charged against the Camper's security deposit. Failure of Camper to timely pay any amount due hereunder shall constitute a material breach of this lease, permitting termination hereof, notwithstanding any ability of LGP to charge such amount against the Camper's security deposit

Information Specific for Campers: summer LEASE

Camper & Date of Lease:

This Lease is made as of the _____ day of _____, 20__, by the individual(s) below with _____ people in their party, ("Camper") who give the following information:

Name: _____

Street: _____

City: _____

State: _____

Zip: _____

Telephone: home: _____

work: _____

Cell: _____

Referred by: _____

Employed by: _____

e-mail: _____

Campsite Number: _____ **Possession Date** (other than summer season): _____

Camp Unit:

- Select Type
Travel Trailer/ fifth wheel/motor home
- Description
MAKE _____ Size _____ ft
- Year Build _____ value: \$ _____
- Dock, if applicable, space D- _____

Additions: Paragraph 12: unenclosed porch or deck/Enclosed room/Storage Building

Security Deposit paragraph 6 \$ _____ paid on _____

Insurance: paragraph 20: Provide a current insurance Certificate, updated annually

- Underwriter (eg: Alstate, Northern, State Farm): _____
- Policy Number _____ [attach certificate of insurance]

Lease Payments: Payable as described in paragraph 4:

- Lot rent \$ _____
- Charges for Additions \$ _____
- Dock Space \$ _____
- Transfer Fee (Para 23) \$ _____

Total Due: \$\$ _____

In WITNESS WHEREOFF, LGP and Camper have executed this lease as of the day and year first above written.

_____ for LGP

_____ Camper

[Attach certificate of insurance]