

**SMUGGLER'S COVE OF OHIO,  
LLC RECREATIONAL VEHICLE PARK**

**LOT LEASE**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between **Smuggler's Cove of Ohio, LLC**, an Ohio Limited Liability Company, owner and operator of Smuggler's Cove, hereinafter referred to as "Owner" and \_\_\_\_\_ whose mailing address is \_\_\_\_\_ and whose telephone number is \_\_\_\_\_, hereinafter called "Resident."

WITNESSETH THAT, the Owner does hereby lease to the Resident and Resident does hereby rent from the Owner, Lot No. \_\_\_\_\_, (hereinafter the "leased site") situated in Smuggler's Cove, at 11539 Lake Drive, Lakeview, Logan County, Ohio, 43331, (hereinafter the "Park") for the current rental season, to be used and occupied only for recreational Guest purposes, and for no other purposes without the prior written approval of Owner. A rental season for the purposes of this Agreement commences on April 15<sup>th</sup> and ends November 1st.

**UPON THE FOLLOWING CONDITIONS AND COVENANTS:**

1. Guest covenants and agrees to pay to the Owner, as rent for the rental season, the sum of \$\_\_\_\_\_, to be paid as set forth in Paragraph 2 below, and received by the Owner at, and make payable to: **S&W Leasing L.L.C. 1920 Bible Rd. Lima Ohio 45801.**

2. Before October 15 of the year, one half of the rental fee is due. The balance of the rental fee plus a refundable security deposit of \$250.00 is due 10 days before the seasonal opening date which is May 1<sup>st</sup> of the following year. (Cancellation Policy) One half of the rental fee may be refunded prior to 30 days of the seasonal opening date.

3. The Owner shall provide to the Resident the following services: water, sewer, cablevision, and trash dumpsters. Cost of such services are included in the rental charge set forth above. Resident is responsible for the cost of electricity used at the campsite. Each campsite has its own electrical meter. All other services not specified in this paragraph, including electricity, must be arranged and paid for by the Resident.

4. The authorized number of Residents permitted on the leased site in the Park shall be limited to 6; Guests and Resident shall not exceed 10 in

number. Overnight Guests and Resident shall not exceed 6 in number. Only One (1) QUIET pet per lot are allowed in the Park as long as they are registered, and less than fifty (50) pounds and maintained on a leash.

5. The Premises shall be used for the placement of a recreational vehicle owned by the Resident for the rental season. Other installations may be permitted on the Premises only upon written permission of Owner. The recreational vehicle shall be used for recreational purposes with uses normally incident thereto. The recreational vehicle may be left on the lot after the rental season only if Owner's permission is obtained prior to the expiration of the current season and downpayment for the following season is paid prior to October 15<sup>th</sup>.

6. Owner has the right to approve or disapprove of any Recreational Vehicle that might be placed on the leased premises under any lease agreement based on its condition, age, and appropriateness for use. All Recreational Vehicles must be maintained in "like new" condition during the lease term. No vehicle over ten years of age allowed without park management approval.

7. The Resident shall obtain the Owner's approval of all accessory structures and equipment to be installed on the Premises prior to installation. Owner to have sole discretion as to whether to approve same.

8. The Park contains certain facilities for the common use of all Residents. The following facilities shall be provided to the Resident during the period of tenancy provided for in this Agreement: swimming pond, playground, and shelter house. The Owner is responsible for providing and maintaining the physical improvements in these common facilities in good working order and condition. Resident, and Resident's guests, shall use said facilities consistent with Park rules and regulations. Further, Resident agrees that the use of said facilities is at the Resident's, and Resident's guests, sole risk.

9. The Owner has designated reasonable rules and regulations for the Park which shall be updated from time to time. The purpose of the Park rules and regulations is to preserve the finest quality of operation and atmosphere for the convenience and enjoyment of Park Residents. The Resident acknowledges receiving a copy of the current edition of the Park rules and regulations, which are attached to and incorporated in this Agreement. The Resident agrees to comply with current and future Park rules concerning the use of the Premises. Further, Resident shall ensure Resident's guests are made aware of the rules and regulations and that the guests comply with same.

10. The Owner may amend, modify, add to, or delete any rules, services, equipment, and physical improvements of the Park. The Resident may present written suggestions for changes for the Owner's consideration. No amendment, modification, addition, or deletion shall take effect before at least thirty days' written notice is delivered by the Owner to the Resident.

11. The Resident may transfer any interest in the Resident's Recreational Vehicle while it is located in the Park, if the Resident gives the Owner written notice fifteen days in advance of closing the transfer.

12. If the Resident at any time intends to sell a Recreational Vehicle placed on the leased site and if it is the intent of the purchaser to have the Recreational Vehicle remain on the leased site after sale, the Resident shall obtain prior approval of the prospective purchaser from the Owner. The Owner will approve a purchaser who, as a prospective Resident, has the financial ability to pay the rent and charges of the Park unless the Owner reasonably determines that the purchaser will not comply with the Park rules and requirements of tenancy in the Park. If the Owner rejects a purchaser as a prospective Resident, the Owner shall inform the Resident.

13. The Resident must obtain prior written approval from the Owner before assigning all or any portion of the Resident's interests in the leased site. There is a nonrefundable administrative fee in the amount of \$ 150.00 which will be charged to Resident for all requests regarding assignment of this lease. The Owner shall not unreasonably withhold approval of an assignment. No approval may be given if the Owner reasonably determines that a prospective Resident will not comply with the Park rules.

14. If the Resident intends to vacate the leased site prior to the end of the rental season, for any reason, the Resident shall give the Owner at least thirty days' advance written notice of the intent to vacate.

15. This Agreement may be terminated by the Owner by giving the Resident verbal or written notice to vacate the Park. Within Ten (10) days from the date of delivery of the notice the resident must leave the Park. Termination may result only for one or more of the following reasons:

- a. Failure of the Resident to comply with local, state, or federal ordinances, laws, and regulations relating to Recreational Vehicle Parks within a reasonable time after the Resident receives notice of noncompliance from the appropriate governmental agency.

- b. Failure of the Resident, and/or Resident's guests, to comply with the reasonable rules of the Park now existing or as amended in the future.
- c. Nonpayment of rent, utility charges, or other service charges set forth in this Lease Agreement, and in the fee schedule attached to this Agreement.
- d. Condemnation or change in the use of the Park.

16. Any notice required under this Agreement shall state the specific facts of the reason or reasons for the notice and shall be personally delivered or mailed to the party at the address stated above or in person on Park property, unless another address has been designated by the applicable party in a writing received by the other party. Each party shall immediately notify the other of any change of address.

17. The Resident shall pay the rent for the full term of this Agreement and use the leased site only in the manner contemplated under this Agreement and the Park rules. The Resident shall surrender the leased site, on termination of this tenancy, in the same condition as received.

18. The Resident agrees to indemnify and hold the Owner harmless from and against any and all claims, actions, proceedings, damages, and liabilities arising from or connected with Resident's, or Resident's guests, use or occupancy of the leased site or Park or from any activity, work, or things done, permitted, or allowed by Guest, or Resident's guests, in, on, or about the leased site or Park, unless due to owner's gross negligence or willful misconduct.

19. Resident shall be solely responsible for carrying insurance on Resident's vehicles, equipment, personal belongings, household items, or personal property. Owner shall not be liable for any damage to or loss of property of Resident, and or Resident's guests, located on the leased site or Park. A current certificate of insurance must be in our file at all times.

20. Resident agrees that Resident, and or Resident's guest, shall not cause, permit or allow the handling, use, manufacture, storage, or disposal of any flammable, explosive, radioactive, toxic, hazardous, or similar materials on, under, or about the leased site or Park.

21. Owner shall not be liable for any damage or injury which may be sustained by the Resident, or Resident's guest, as a consequence of the failure, breakage, leakage or obstruction of the water, sewer waste or soil pipes, or the electrical, gas or oil system; or by reason of the elements; or resulting from the

carelessness, negligence or improper conduct on the part of any other Resident, guests, licensee, invitees, assignees, or successors; or attributable to any interference with, interruption of or failure, beyond the reasonable control of the Owner, or any services to be furnished or supplied by the Owner.

22. Upon the rental season ending, Resident shall remove the Recreational Vehicle and all personal property on or before the termination date unless other arrangements have been previously made with Owner.

23. ANY RECREATIONAL VEHICLES, LIVING UNITS, EQUIPMENT, FIXTURES, GOODS OR OTHER PROPERTY OF THE RESIDENT NOT REMOVED BY THE RESIDENT UPON THE TERMINATION OF THIS LEASE, OR UPON ANY QUITTING, VACATING OR ABANDONMENT OF THE LEASED SITE AND/OR PARK BY THE RESIDENT, OR UPON THE RESIDENT'S EVICTION, SHALL BE CONSIDERED AS ABANDONED AND THE OWNER SHALL HAVE THE RIGHT, WITHOUT ANY NOTICE TO THE RESIDENT, TO RETAIN, LEASE, SELL OR OTHERWISE DISPOSE OF THE SAME AT THE EXPENSES OF THE RESIDENT AND SHALL NOT BE ACCOUNTABLE TO THE RESIDENT FOR ANY PART OF THE PROCEEDS OF SUCH LEASE OR SALE, IF ANY. RESIDENT MAY REMOVE SUCH RECREATIONAL VEHICLE OR PROPERTY UPON PAYMENT TO OWNER OF ALL RENT OR OTHER CHARGES DUE OWNER. IF THE RESIDENT HAS NOT SO PAID AND REMOVED THE RECREATIONAL VEHICLE WITHIN THREE MONTHS OF SUCH TERMINATION, QUITTING, VACATING, OR ABANDONMENT, TITLE TO SAME SHALL PASS TO OWNER BY TITLE TRANSFER FROM RESIDENT OR, IN DEFAULT THEREOF, BY CONFESSION OR JUDGMENT FOR TITLE IN FAVOR OF OWNER IN THE MANNER SET FORTH ABOVE.

24. IN THE EVENT OF NONPAYMENT OF RENT OR OTHER CHARGES WHEN DUE, THE SAID RESIDENT, HEREBY CONFESSES JUDGMENT IN FAVOR OF SAID OWNER FOR THE WHOLE AMOUNT OF RENT AT ANY TIME REMAINING UNPAID, AND ANY OTHER CHARGES HEREUNDER, WHETHER THE SAME SHALL HAVE BEEN DUE OR NOT, WAIVING STAY OF EXECUTION, INQUISITION AND ALL EXEMPTION LAWS NOW IN FORCE OR WHICH MAY HEREAFTER BE PASSED, AND AUTHORIZED THE ADDING OF REASONABLE ATTORNEY'S FEES, FOR COLLECTION, AND FURTHER DOES HEREBY, UPON THE BREACH OF ANY OF THE CONDITIONS OF THIS LEASE, AUTHORIZE ANY ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR HIM AND CONFESS SUCH JUDGMENT AND ENTER AN AMICABLE ACTION OF EJECTMENT AND CONFESS A JUDGMENT OF EJECTION THEREIN FOR THE PREMISES HEREIN DESCRIBED AND DOES AUTHORIZE THE IMMEDIATE ISSUING OF A WRIT OF POSSESSION AND EXECUTION FOR COSTS WITHOUT ASKING LEAVE OF THE COURT. A PHOTOCOPY OF THIS LEASE MAY BE USED FOR CONFESSION OF JUDGMENT FOR UNPAID RENT, OR FOR CONFESSION OF JUDGMENT IN EJECTMENT. SUCH REMEDIES SHALL BE CUMULATIVE, AND NOT ALTERNATIVE, AND MAY BE RE-EXERCISED AS NECESSARY.

25. The lease and the aforesaid rules and regulations constitute the entire agreement between the parties and same is not subject to any oral modification. Further, this agreement shall be legally binding upon the parties hereto, and their respective heirs, successor and assigns.

26. This agreement and any amendments shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio.

27. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this agreement.

28. In case any one or more of the provisions contained in this lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

29. No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

30. The rights and remedies provided by this lease are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

31. No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.

**WARNING: BY SIGNING THE PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE, AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.**

**IN WITNESS WHEREOF**, the undersigned Owner and Resident hereto executed this agreement and all addendums this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

OWNER:

SMUGGLER'S COVE OF OHIO, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

RESIDENT:

\_\_\_\_\_

RESIDENT:

\_\_\_\_\_

In addition, resident has read and agrees to the rules and regulation and all addendums for Smuggler's Cove of Ohio, LLC.

RESIDENT:

\_\_\_\_\_

RESIDENT:

\_\_\_\_\_

**Please sign and return one copy of this signature page, payment of rental fee as stated in contract and current certificate of insurance.**

## **ADDENDUM A**

Guest shall indemnify and hold Owner harmless from and against any and all claims, demands, costs and expenses, including reasonable Attorney fees arising from, and any and all damages or injuries caused by fire, water, wind or acts of God, Owner and/or Guest's action or inaction (or those of their employees, agents or invitees), or any other cause related to Guest's use or occupation of their leased site and/or the property of the Park. Likewise, Owner assumes no liability for any damage to Guest, Guest's RV or Guest's property while at the Park, including but not limited to the falling of tree limbs. Guest specifically acknowledges the risks and probability of fallen tree limbs at the Park and the potential damage such tree limbs can cause.

Rules and Regulations Paragraph 31: Recreational

Vehicle Park Lease Paragraph 19: