

SPRINGVALE CAMPGROUND, INC.

LEASE AGREEMENT

Seasonal Campground Lease

1. Parties: This lease agreement is made this _____ day of _____, by and between Springvale Campground, Inc., "Landlord" and _____ "Tenant" (the Lessee). In addition to the Tenant, the following family members (dependent children under 18) of said Tenant may also use the Lot and campground facilities:
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Pets: Each Tenant is allowed a maximum of 2 pets as described under paragraph 14 number 2. List each pet and its breed.

The Tenant may also have Guests. "Guests" include adult children, grandchildren, other relatives, friends and persons not registered on this Lease and who will be spending the day or overnight in your trailer or renting a visitor site. Said Guests of the Tenant shall be required to:

- a) Register at the registration booth or office upon first entering the campground.
- b) Pay the required fee for the use of the facilities which includes use of the grounds, restrooms, playgrounds, swimming pool and for extra activities which may be happening from time to time. The first and last 2 weeks of the camping period will not require a fee to enter.
- c) Guests only staying for the day must leave the campground by 10:00 pm each day.
- d) Guests failing to register when entering will be charged an additional \$10/person fee.

The Tenant shall be responsible for all acts of the Tenant, his/her family, Guests, or pets and shall promptly reimburse the Landlord any expenses the landlord incurs on account of said Tenant, family, Guests or pets.

2. Rental Unit: This lease agreement shall be for the rental of Lot _____ (the "Lot"). This rental allows the Tenant to place one camping unit on the Lot. Describe the Make, Model and Year of your camper and a brief description of accessory building and deck currently on your site.
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In addition, if the Tenant submits written plans for placement of a screen porch/gazebo, deck or one (1) shed on the Lot which is approved by the Landlord, then the Tenant may place said improvements upon the Lot in accordance with said written plans. Decks must be built in easily removable sections no larger than 4' x 8' with an overall footprint not larger than the base camper size. Screen porches will be no larger than 12' x 12' with a soft roof (no hard roofs allowed). Sheds will be no larger than 36 square feet and 7' high. No hard awnings allowed. Exclusive sites may be allowed variances to these rules as requested and by approval of Springvale Campground, Inc. Approval of any plans is in the sole discretion of the Landlord. The Landlord will not allow improvements which are physically attached to the Tenant's camping unit. Tenant shall obtain the written consent of Landlord prior to installing any satellite dishes or antennas, poles, fire pits or other holes or trenches to be used for any purpose. All improvements must be able to be removed without doing any harm to or altering the lot. Structures must not be built using posts that are buried in the ground. The Landlord assumes no liability for said improvements on account of having accepted said written plans. Tenant is renting the Lot in its "as-is" "where is," "with all faults" condition.

3. Term: This Lease shall be for the camping period commencing 8:00 am April 28, 2023, to 12:00 pm noon September 24, 2023. In addition, this lease shall allow the Tenant to store his/her camper and other personal property associated with said lease on the Lot for the off season period starting at 12:00 pm noon September 25, 2022 through 8:00 am April 28th, 2023 provided that there is a signed lease for the 2023 camping period and all payments are current. All personal items will be secured and stored on decks or inside. No items will be allowed in the designated storage or parking area. Tenant shall be solely responsible for winterizing their own camper. Access during the off-season storage period will be limited to Sunday, April 9th, 2023; Sunday, April 16, 2023, and Monday, April 17, 2023 by appointment, with walking access only.
4. Use: Tenant shall, at its expense, comply with all current and future local, state and federal laws, governmental orders, regulations, rules and local ordinances and any covenant, condition or restriction of record relating to the use and condition of the Lot. Tenant shall not take any other action which would constitute a nuisance or would disturb or endanger any other tenants of the campground or interfere with the use of any other lot or common areas of the campground. If the Lot is or

becomes infested with vermin, including without limitation, woodchucks, Tenant shall, at Tenant's expense, cause the same to be exterminated or trapped from time to time to the satisfaction of Landlord and shall employ such exterminators and such exterminating company or companies as shall be approved by Landlord. Tenant shall conduct himself/herself and shall instruct all Guests and invitees to conduct themselves, in a reputable and moral manner and in accordance with the standards, rules and regulations of the campground. Failure to abide by the terms of this Section 4 shall be deemed a default. Landlord reserves the right to immediately terminate this Lease and/or restrict access to the Lot in the event Tenant or its Guests and invitees are determined to be a risk to other tenants and all Rent paid shall be forfeited. Use of cell phone cameras, cameras or other recording devices is strictly prohibited in all common restrooms and changing rooms. In the event of any discrepancy between any rule or regulation and the terms of this Lease, the terms of this Lease shall apply. Any site without a current lease as of 12:00 noon September 24th, 2023 needs to be cleared and restored to its original condition or the owner will incur a \$24 per day holdover fee everyday until the site is cleared and restored to its original condition. If Springvale Campground, Inc. removes the camping unit from the site, there will be a minimum \$500 charge. The daily fee will continue until the camping unit and personal property are removed from the premises.

5. Assumption of Risk and Insurance: Tenant acknowledges that the camper and all personal property or products of any kind that may be in or upon the Lot shall be kept at the sole risk of Lessee. Except to the extent caused by landlord's negligence, misconduct or breach of its obligations under this lease, Landlord shall not be liable to Tenant, or to any other person or entity, due to any of the following: (a) damage, loss or injury, either to persons or property in or upon the Lot or the campground; (b) the parking areas, sidewalks or streets adjoining or appurtenant to the Lot and campground being or becoming out of repair; (c) the happening of any accident, however occurring; (d) any act or neglect of Tenant or its Guests or invitees, or any other tenant or occupant of the Lot, or of any person, persons or entities; (e) water, snow, rain, backing up of water mains or sewers, frost, steam, sewage, illuminating gas, sewer gas, odors, electricity or electric current, bursting, stoppage or leaking of pipes, radiators, plumbing, sinks and fixtures in or about the Lot or the campground.

Tenant, upon the commencement of the term of this Lease, shall, at its sole cost and expense, obtain and keep in force, at its expense, for the term of this Lease and any extension thereof, fire and extended coverage insurance, including an all risk endorsement and necessary coverage for any type of water or other damage on Tenant's camper and all personal property and improvements made by Tenant, if any, to the Lot on a replacement cost value. Tenant shall indemnify and save harmless Landlord against all liabilities, damages, claims, fines, penalties, costs and other expenses, including, reasonable attorneys' fees, which may be imposed upon, incurred by, or asserted against Landlord by reason of any use or condition of the Lot or campground or any failure on the part of Tenant to perform or comply with any covenant or agreement required to be performed or complied with by Tenant under this Lease.

6. Rent: The Tenant shall pay as rent ("rent") for the lot for the term of this lease, the sum of as follows:

\$2,595.00 (30 amp site) \$2,645.00 (50 amp site) \$2,885.00 (Premier site) \$3,545 (Exclusive site)
Sites are identified on attached map

- Option 1: September 10th \$400.00 Non-refundable Deposit with lease; March 15th \$400; Balance due April 27th
- Option 2: September 10th \$400.00 Non-refundable Deposit with lease; monthly automatic payments by card or bank transfer of \$300.00 due on or before the last day of the month starting September 30th with balance due April 27th.
- Option 3: September 10th \$400 Non-refundable Deposit with lease; September 25th full payment by cash or check with a \$200 discount.

Payments not received on its agreed to due date as specified above will be charged a \$100.00 penalty. Payment and penalty must be received within 10 days of due date. If payment is not received as specified the lease will not be renewed and will be considered in default.

7. Default: In the event that during the term of this Lease or extension hereof, any of the following occur: (a) Tenant shall have failed to pay any installment of rent or any other charge provided herein, or any portion thereof, within thirty (30) days of the date when the same shall be due and payable, or (b) Tenant shall have failed to comply with any other non-monetary provision of this Lease and does not cure such failure within ten (10) days after written notice from Landlord specifying the nature of the default, then landlord may elect either (i) to immediately terminate this Lease followed by prompt notice of same to lessee, or (ii) to terminate Lessee's right to possession only without terminating this Lease. In all events of default, Tenant's shall forfeit all Rent paid and any Rent balance remaining to be paid shall be immediately due and owing.

Landlord's election shall be effective immediately upon notice to Lessee and if Landlord elects under (i) above, the lot shall be effective immediately upon notice to lessee and if Landlord elects under (i) above, the lot shall be immediately surrendered. The Tenant shall pay all costs associated with any default and/or eviction, including reasonable attorney's fees. Notwithstanding the fact that initially Landlord elects under (ii) above to terminate Tenant's right to possession only, Landlord shall have the continuing right to terminate this Lease upon five (5) days' notice to Tenant of such further election and shall have the right to pursue any remedy at law or in equity that may be available to Landlord.

8. Included Services: The Landlord shall provide basic garbage removal and recycling services at no charge. The Tenant shall be responsible for the payment of all electric bills for the Tenant's Lot. The Tenant shall be billed monthly by the Landlord for the amount of electricity used and shall pay said bill by the end of the month in which it is billed. If the bill is not timely paid, then the Landlord may either (a) shut off the particular utility until such time as the full amount due has been paid, or (b) terminate the Tenant's lease and require surrender of the premises. The Tenant shall not operate more than one air conditioner at a time. The Landlord shall provide sewer and water services. Lawn watering is not allowed. The Tenant may not wash the exterior of the camping unit or any automobiles at times when there is peak water usage by other Tenants of the campground but may do so at other times.

The Tenant shall be responsible for the payment of all personal property taxes levied by the county or any other taxing authority and the payment of any hazard or liability insurance the Tenant wishes to maintain.

9. Maintenance: The Tenant shall be responsible for keeping the Lot and the camper in good condition, clean and tidy. This includes trimming of grass on the Lot. No carpet shall be placed on the ground. All boats, utility trailers and additional motor vehicles (no campers or commercial vehicles) shall be parked in designated storage or parking areas only. (Limit of one registered item in storage area.) All sewer connections shall require Landlord's prior approval and must be hard piped to the Landlord's system in accordance with all local and State codes. All utility cords and water hoses must be buried if the distance from the camper unit to the connection is more than five (5) feet. In the event that the Tenant does not trim the grass or keep the Lot neat and tidy, then the Landlord in its discretion, may do so and charge the Tenant a reasonable fee. Said fee shall be added to the electric bill and paid in the month that it is presented. If the bill is not timely paid, then Tenant shall be in default and the terms of Section 6 shall apply. Any construction debris or excess building materials must be promptly removed from the Lot.
10. Subletting or Sale: The Tenant may not sublet their Lot to another party without the prior written consent of the landlord. The Landlord in its sole discretion shall determine if a sublet will be allowed. The Tenant shall not offer his/her camper unit for sale with the intention of leaving the camper unit on the Lot rented without getting prior written consent of the Landlord. In the event that the Tenant sells his/her camper unit without prior written consent of the Landlord, then said camper unit must be removed from the premises immediately after the sale. Whether or not a camper unit must be removed from the premises shall be within the sole discretion of the Landlord. Any camping unit and personal property to remain on site following a sale of said property will require a new lease with the new owner/owners. There will be no refunds of payments upon sale. No leases will be written with new owners on camping units with any attached structures, porches, decks or sheds that do not conform to section 2 of this agreement. The new owner will be required to sign a new lease and pay the total yearly site lease amount or the nightly rate whichever is less to a minimum of \$1,000.00.
11. Surrender of Lot: Springvale Campground, Inc. will be involved with all moving or alterations to site including campers, sheds, decks, porches and other structures conforming or non-conforming. Initial move in of camper will be free of charges (not including leveling). All other moves or alterations may involve extra charges.

Owners must notify Springvale Campground, Inc. in writing prior to removing a camper from the site. Failure to do so will require a \$100 charge for camper to return to premises at which time Springvale Campground, Inc. will try to accommodate a site if the vacated site is currently occupied. Any site without a licensed, registered commercial manufactured RV will be considered vacated unless notification has been given in writing. Any site vacated without notice will be available for Springvale Campground, Inc. to use as it sees fit including overnight camping.

When the Tenant surrenders the Lot, all blocking and improvements made to the lot shall be removed by the Tenant at their cost. The Tenant shall leave the premises in its original condition. Any property left on a Lot for 15 days after surrender of a Lot shall be considered abandoned and will be removed by the Landlord. The Tenant shall be responsible for the cost of removal of said abandoned property.

12. Bankruptcy or Insolvency: If at any time during the term hereof proceedings in bankruptcy shall be instituted by or against the Tenant which result in an adjudication of bankruptcy, or if the Tenant shall file, or any creditor of the Tenant shall file, or any other person or persons shall file any petition under the Bankruptcy Act of the United States of America, as the same is now in force or may hereafter be amended, and Tenant be adjudicated bankrupt, or if a receiver of the business or assets of Tenant be appointed and such appointment be not vacated within sixty (60) days after notice thereof to Tenant, or the Tenant makes an assignment for the benefit of creditors, or any sheriff, marshal, constable or keeper take possession thereof by virtue of any attachment or execution proceedings and offer same for sale publicly, then Landlord may, at his option, in either or any of such events, immediately take possession of the demised premises and terminate this Lease. Upon such termination all such installments of rent earned to the date of termination and unpaid shall at once become due and payable, and in addition thereto, Landlord shall have all rights provided by the bankruptcy laws relative to the proof of claims on an anticipatory breach of an executory contract.
13. Motorized Vehicles: Tenant may operate a golf cart in the campground, provided the Tenant or operator is licensed and at least sixteen (16) years old; capable of operating the golf cart in a safe manner; insured; and not intoxicated. Last name must be displayed on front of cart. All such operations shall be at the sole risk of Tenant. Guests may not operate golf carts without prior approval of the Landlord. If golf carts or bicycles are used after dark, they must have proper lights for operation after dark. No other recreational vehicles (i.e., ATVs, scooters, etc.) may be operated in the campground. Landlord reserves the right to revoke Tenant’s right to operate a golf cart in the event Tenant is operating the golf cart in an unsafe or negligent manner. Owner of the golf cart must carry liability insurance with a minimum of \$100,000 coverage. Insurance information must be on file in the office.
14. Miscellaneous:
1. No firearms or archery equipment shall be used or be visible anywhere on the lot or in the campground.
 2. A maximum of two (2) pets are allowed, provided the pet does not pose a health or safety risk, but must be leashed at all times. A Tenant must promptly clean up after his/her pets and controls any excessive barking. No pets which are not registered on a lease are allowed – no pets of visitors are allowed. Springvale Campground, Inc. reserves the right to ban any pet from the premises.
 3. Excessive consumption of alcohol, beer kegs, or “keg parties”, are not allowed in the campground.
 4. All Tenants shall maintain quiet time from 10:00 pm to 8:00 am on Sundays thru Thursdays and 11:00 pm to 9:00 am on Fridays and Saturdays.
 5. If construction is taking place on a lot, during Fridays, Saturdays, and Sundays only, the hours of construction shall be limited from 9:00 am to 4:00 pm.
 6. No one under the age of 18 shall be allowed to rent site or stay in seasonal camper without supervision or approval.
 7. No one under the age of 14 shall be allowed to use the pool without adult supervision. Failure to observe all posted rules will result in removal from the pool area and possible revocation of pool privileges for the remainder of the season.
 8. All current and future rules of the MN Department of Health will be followed by Tenant and enforced by Landlord. Any firewood sold at the Campground must be DNR approved and upon the request of Landlord, the Tenant shall provide proof of such approval.

Landlord:

Tenants:

Date

Springvale Campground, Inc.

By _____
Bruce Yerigan, President

Springvale Campground, Inc.
 36955 Palm Street NW
 Stanchfield, MN 55080