

## CAMPGROUND LEASE

THIS CAMPGROUND LEASE made and entered into by Jonathan Creek Campground having an address of 80 Oaktree Lane, Benton, Kentucky 42025, hereinafter referred to as "JONATHAN CREEK" and

\_\_\_\_\_, having an address of

\_\_\_\_\_, hereinafter referred to as "TENANT"

WHEREAS, Jonathan Creek is engaged in the business of operating a campground on Jonathan Creek in Marshall County, Kentucky; and, WHEREAS, Tenant is desirous of renting Campsite Number \_\_\_\_\_ for camping purposes only; and WHEREAS, it is necessary and desirable in the conduct and operation of the campground to establish rules and regulations for its operation and for the benefit of all persons in the campground so that it may be conducted and maintained in a clean, safe, wholesome and proper manner for the benefit of all tenants of the campground.

### WITNESSETH:

In consideration of the Tenant being permitted to use said campground, they agree to abide by and strictly conform to the following conditions, rules and regulations and to such further conditions, rules and regulations as may hereinafter be prescribed by Jonathan Creek for the tenants thereof or by other proper authority.

1. The campsite is rented on an annual basis for a total rental of Three Thousand Dollars (\$3,000.00). Failure to pay rent on a timely basis will result in remedies set out in Paragraph 12 below. If rent is not paid and received by Jonathan Creek within five (5) days from its due date, there will be a five percent (5%) late penalty with any balance over thirty (30) days bearing interest at the rate of one and one-half percent (1.5%) per month.

2. Campsite is intended for use by Tenant and Tenant's guests only. No subleasing or renting of camper/campsite allowed.

3. There shall be only one camper per leased space and one car or truck parked at the leased space unless other arrangements are made with Jonathan Creek Campground. No vehicles shall be stored here that are not in good running order. Please do not park on adjoining lots. You are allowed to store your boat at your site but not on adjoining lots.

4. The Tenant may use Jonathan Creek for camping purposes only. Campers have access to campground year round. We do not shut off any utilities at any time during the year. The camper is responsible to make sure provisions are made so that their water does not freeze. If it does, camper will be responsible to pay Jonathan Creek Campground for any water charges incurred from their leak.

5. The Tenant may not construct any site improvements without prior approval of Jonathan Creek. All construction must be in a good and workmanship-like manner and any improvements attached to the real estate may only be removed with prior written approval of Jonathan Creek. Any permanent improvements not removed shall become the property of Jonathan Creek, and any permanent improvements that Jonathan Creek requires to be removed, which are not removed, may be removed by Jonathan Creek at the expense of the Tenant.

6. The Tenant shall be responsible and pay their own electric services to the property, set out in RULES and REGULATIONS.

7. The Tenant agrees to keep the campsite in a neat and clean condition and return it to Jonathan Creek in the same condition as when received and prior approved permanent improvements left at campsite only with the permission of Jonathan Creek. Nothing may be stored/parked on the utilities section of your lot. Also no excessive belongings will be allowed to accumulate around your camper.

8. The Tenant assumes all risk of any damage to person or property at the campground and agrees to hold Jonathan Creek harmless from any injury to person or property caused by the Tenant or their guests while using the campsite or other facilities located at the campground. The Tenant agrees to carry liability insurance in a minimum amount of One Hundred Thousand Dollars (\$100,000.00) and to defend any action brought against Jonathan Creek due to the result of negligence of the Tenant or their family and guests. "The Tenant shall provide Jonathan Creek with a copy of a **CERTIFICATE OF INSURANCE**" before camper is allowed to be brought onto the property.

9. The Tenant shall be responsible for all items of personal property brought to the premises and carry insurance on all personal property located on premises in the amount that the Tenant desires. Each party releases the other from subrogation to the extent that any loss covered by insurance and is not contrary to the terms and conditions of this agreement.

10. The Tenant shall refrain from manufacturing or use of illegal drugs or any other illegal activities. Illegal

behaviors will not be tolerated.

11. The Tenants shall notify Jonathan Creek by October 31<sup>st</sup> each year that they will continue to lease the campsite for the next year. The lease term shall then begin on the day the lease is signed and rent will be due on that same date on the next year if paying yearly, or on that day of the month in 6 months is paying every 6 months, or on that day of the month each month if paying monthly. We ask that you give at least a 30 day notice if planning to move out of the campground. If no notice is given no refund will be given for any unused time that is paid up. Any refunds are at the discretion of Jonathan Creek Campground.

12. Jonathan Creek reserves the right and it is clearly understood by the Tenant and the Tenant agrees to remove their campers and improvements within five (5) days' time if asked to do so by Jonathan Creek. "If the request to remove the improvements is for reasons other than a breach of this contract, the Tenant may be returned a portion of advanced rental payments, which shall be the only remedy of Tenant under this provision". It shall not be necessary for Jonathan Creek to specify any reasons for asking any Tenant to leave and when requested to leave, the Tenants are to voluntarily leave the campground and to leave the area occupied by their camper and other personal property in a clean and undamaged condition.

If the Tenant fails to vacate the premises after being given five (5) days' notice as set out above, breaches this lease or fails to make any rental payments, Jonathan Creek shall have the right to remove any property of the Tenant from the leased campsite area and to remove it to another area of the campground. Jonathan Creek shall have a lien against the property for any amounts due and shall not be responsible for any damage, theft or loss to the personal property if it is removed pursuant to a default by the Tenant or failure to vacate the campground after issuance of written notice.

13. In the case of default by the Tenant if it is necessary for Jonathan Creek to incur costs and attorney's fees, the Tenant agrees to be responsible and reimburse Jonathan Creek for the court costs and its reasonable attorney's fees in enforcing the terms and conditions of this agreement.

14. There are attached hereto certain RULES and REGULATIONS, which are made part of this lease agreement as if set out herein verbatim. The Tenant agrees to comply with all current RULES and REGULATIONS, together with any subsequent reasonable RULES and REGULATIONS which may be adopted by Jonathan Creek for the general benefit of all Tenants and guests in the campground. Any violation of these rules or any one (1) of them shall be cause for termination of this agreement at the option of Jonathan Creek, and the Tenant shall immediately vacate the premises upon receipt of written notice forfeiting any lease payments to date.

15. This agreement is binding upon the heirs, successors and assigns of the parties and can only be amended in writing properly when executed by all parties. This contract automatically renews unless cancelled by one or both parties. By signing this lease you are confirming that you have read and understand the terms of this lease and the rules and regulations and agree to abide by them.

16. Golf carts will be allowed, only for licensed drivers and must stay on campground property. no children's motorized vehicles, scooters, ATV's, or UTV's, etc. are to be used on grounds. However, street legal and motorized handicap vehicles are allowed, if needed.

**PAYMENTS MAY BE MADE YEARLY, EVERY 6 MONTHS OR MONTHLY WITH THE FOLLOWING RATES:**

**YEARLY: \$3000**

**6 MONTHS: \$1800**

**MONTHLY: \$350**

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_  
Jonathan Creek Campground                      Tenant                      Tenant

THIS LEASE IS EFFECTIVE WHEN SIGNED BY PAMELA HOBBS OR RALPH HOBBS.