



Carol Lynn Resorts, Inc.

33 Fremont Avenue, Woodbine New Jersey 08270

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General Lease Agreement – Carol-Lynn Resorts, Inc.

*** see attached Assignment of Lease**

Camper:

Dated:

Site: #

**SAMPLE
LEASE AGREEMENT**

IT IS AGREED BETWEEN the parties hereto as follows;

1. Definitions

- (a) “**Campground**” refers to the Campground known as Carol-Lynn Resorts located at 33 Fremont Avenue, Woodbine, New Jersey and its owner and operator Carol Lynn Resorts, Inc.
- (b) “**Campground property**” is known as Lots 12.01, 12.02, 12.03, 12.04, 2 and 3, Block 90 on the Tax Map of the Borough of Woodbine, New Jersey and any future re-designation of that property on the municipal map.
- (c) “**Camper**” means the tenant of any Site pursuant to this lease.
- (d) “**Guest**” means any person not a party to this Lease allowed onto a site by a camper.
- (e) “**Site**” means the leased parcel of land set forth above located on the Campground property.

2. Term and Scope of Lease. This lease is for a term of 99 years commencing

_____ given year subject to the provisions of this lease, the Rules & Regulations of the campground (including those governing “Year-Round” Occupancy) and any restrictions or provisions of applicable federal, state and local laws, regulations, ordinances and other governmental requirements. Without limitation, the Borough of Woodbine has enacted an ordinance which as of the date of this lease will affect the ability of a camper to lawfully occupy a site throughout the year.

3. **Rent.** The total rent for the site hereinafter mentioned shall be \$ _____ and shall be paid in full upon signing of the lease agreement. Rental payment not paid within ten days of when due shall be subject to a late fee of 5% of the amount of the late payment and shall thereafter be subject to an interest rate of 18% per annum.
4. **Service Charge (also known as the Maintenance Fee).** The campground shall annually assess the Camper a service charge. This charge shall cover the estimated cost of sewage, water, trash removal, electricity and repairs and other charges to those portions of the campground not specifically leased to a particular camper. Such fees shall also include insurance as set forth in Paragraph 5(j) of this Lease and general maintenance to those portions of the campground not specifically leased to a particular camper. **Certain property taxes are billed by the Borough of Woodbine directly to the Camper and are the sole responsibility of the Camper.**

The service charge paid by the camper shall bear the same relation as to the total cost of such services as the number of sites then leased in the campground. The camper shall be responsible for the repair and or replacement of all real improvements located on his or her Site or exclusively servicing that Site including but not limited to, the following: concrete, fencing, trees, individual electric, sewer and water lines and any fixtures related to such. Campers sharing

such improvements shall be jointly and severally liable to the Campground if Campground repairs or replaces such improvements.

The service charge shall also include an annual administration charge limited to no more than 15% of the dollar value of the services provided. The Service Charge shall be payable immediately when levied. The campground may at its option, prohibit occupancy of the Site if the Service Charge has not been paid. If the Service Charge has not been paid when due, the Campground may notify the Camper in writing of its intention to prohibit the Camper and his or her guests from occupying the Site for failure to pay the annual Service Charge. The Campground shall also notify the Camper that the Camper has one month to pay the assessment in full and that upon the Campers' failure to do so at campground's option, the campground may terminate this Lease. Written notices of such termination shall be sent to the Camper after the decision to terminate is made. Upon termination, all rental payments made shall be forfeited to the Campground.

The Campground reserves the right to increase or decrease the Service Charge in subsequent years and to further assess the Camper additional sums for work performed or services provided to the Site subject to this Lease. It is anticipated that the Service Charge will increase over time.

5. General Provisions.

- (a) The camper shall not affix anything of a permanent nature to the site or to any personal property belonging to the Campground.
- (b) The Camper shall be responsible for keeping the Site in an orderly condition satisfactory to the Campground. If within a reasonable time, the Camper fails to comply with a request by the Campground to correct an unsatisfactory condition existing on his Site, the Campground may, at its option, correct the condition and assess the cost to the Camper.
- (c) The Camper is bound by all federal and state laws and regulations, ordinances and other governmental requirements which in any way regulate the use and/or condition of the Site. The Camper shall be responsible for compliance with such laws, regulations, ordinances, and other requirements unless the burden of compliance is specifically placed by the governmental authority upon the Campground. The cost of compliance with any provisions of law, regulation, ordinance, or other governmental requirement may be passed on to the Camper by the Campground.
- (d) The Campground shall supply to the Camper sewage treatment, water, and trash removal together with repairs and general maintenance to those portions of the Campground not specifically leased to a particular Camper.
- (e) The Camper shall be subject to the reasonable Rules and Regulations of the Campground, including but not limited to those provisions concerning the need for permits and "Year-Round" occupancy as that term is defined in the Rules. The receipt of one copy of the current Rules and Regulations is acknowledged by the Camper by signing this Lease. The Campground may modify, add to or delete from those Rules and Regulations without prior notice to the camper as it sees fit. Any modification shall become effective upon its being posted in the Campground office.
- (f) The Camper may sublet the Site subject to the terms of this Lease only with the prior written permission of the Campground. Such written permission includes not only the approval of the identity of the sub-lessee, but the right to approve any equipment that sub-lessee should desire to bring to the Site. The campground's written permission shall not be

unreasonably withheld, but before giving such permission, Campground must be afforded ample time (usually not less than ten days) in order to conduct an adequate review of the proposed sub-lease and the proposed sub-tenant. The campground may require financial and criminal history information with respect to any proposed sub-tenant.

- (g) **The site let to camper under this lease is Site # [REDACTED].** The Site may be occupied by not more than **SEVEN** people at one time. This limit may be lowered by a change in state, federal or local law, regulation, ordinance or other governmental requirement.
 - (h) The Camper may invite guests to his or her Site. All guests are subject to this Lease and the Campground's Rules and Regulations. At no time shall the site be occupied by more than the number of people mentioned in subparagraph (g) hereof. The Camper shall have the responsibility to assure that his or her guests comply with this Lease and the Campground's Rules and Regulations. The breach of any applicable provision by a guest shall be deemed a breach Camper.
 - (i) The Campground will maintain liability insurance with limits of at least \$500,000 per occurrence and in the aggregate for personal injury and \$25,000 per occurrence for property damage, which insurance shall cover the entire Campground Property. Each camper shall pay a percentage of the cost of insurance as part of the Service Charge as set forth in Paragraph 4 hereof. Campground makes no representation that such insurance will cover the Camper individually and suggests that each Camper procure individual liability and property coverage protecting the Camper and Camper's property.
 - (j) Camper hereby releases the Campground, its owners and managers, and their directors, shareholders, employees, successors and assigns from any and all liability for damage or injury caused to the Camper or to any person arising out of or related to the occupation or use of the Site, and further agrees to defend, indemnify and hold harmless Campground, its owners, managers, and their directors, shareholders, employees, successors and assigns, from any loss or damage arising out of or related to the use or occupancy of the Site, except for negligence or willful misconduct of the Campground or its employees. Camper represents that he or she has the authority to make this paragraph binding upon the Camper's guests, sub-lessees and assigns.
 - (k) In the event that Camper violates this Lease or the Rules and Regulations and the Campground engages legal counsel to enforce any of their terms, in addition to any other relief to which Campground may be entitled, Camper shall be responsible for reimbursing Campground its reasonable legal fees and other litigation expenses.
6. All words should be construed in the singular or the plural if the sense thereof requires.
 7. Any and all improvements to the demised premises shall belong to the Camper, who shall have the right, at any time, to remove said improvements. Any improvement not so removed by the Camper within 30 days after termination of the Lease, shall thereafter belong to the Campground.
 8. In the event a camper fails to pay any installments of rent or the Service Charge within 30 days of the due date therefore, such failure shall constitute a default under this Lease. In addition, a violation of any other provision of this Lease, if not corrected after written notice, shall constitute a default under this Lease. In the event of a default the Campground may, at its option, terminate the Lease without

further responsibility to the Camper, seek to remove Camper from the Campground, and/or seek monetary damages or other relief.

9. Any notice called for herein to be sent to a Camper shall be sufficient if placed in the United States mail addressed to the Camper at the following address:

_____ writing after the date of this Lease. In the event this Lease is terminated for violation of any provision of this Lease not amounting to a failure to pay rent or Service Charges, the Campground shall have no further claim against the Camper for rent, except for any payment due but unpaid at that time. In the event of a termination, there shall be no obligation upon the Campground to lease this site before it leases any other site available in the Campground. In the event that no sums are due and owing from Camper and this Site is then leased to another camper, the Camper who had executed this Lease shall have no further obligation to pay rent.

10. This Lease is a legal document binding upon the Camper and the Campground, their heirs, successors and assigns. By signing this Lease, Camper acknowledges that he or she has read and understands it and has made any independent inquiry deemed appropriate by Camper about the impact that any laws, regulations, ordinances and other governmental requirements may have on the Lease. Camper further acknowledges that he or she has not relied upon the Campground or its representatives for any explanation of the Lease, laws, regulations, ordinances or governmental requirements. Camper also acknowledges that he or she has been free to consult with legal counsel of Camper's choice before signing this Lease, and if Camper has not done so, he or she has voluntarily relinquished this right.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first above written.

CAROL LYNN RESORTS INC. By: _____
Carol L. Saduk, VP Date

_____ **CAMPER:**

SAMPLE LEASE AGREEMENT

Date

Prepared/Witnessed By: _____
Katherine Bailey, Property Manager Date