

# HOLIDAY TRAV-L-PARK RESORT 9-MONTH SEASONAL LEASE AGREEMENT

THIS LEASE AGREEMENT, made this 1<sup>st</sup> day of March, 2018, by and between, WATSON'S INC. dba HOLIDAY TRAV-L-PARK RESORT (herein referred to as "Owner") and \_\_\_\_\_ (herein referred to as "Lessee").

## STATEMENT OF PURPOSE

Owner is the operator of "Holiday Trav-L-Park Resort" located at 9102 Coast Guard Road in Emerald Isle, North Carolina, 28594 which offers campsites (herein referred to as "Premises") for rent. Lessee desires to have their RV/Park Model Unit set up on Premises and Owner has agreed to lease said space subject to the terms and conditions of this Agreement.

Please legibly fill in **ALL** highlighted information. This is very important!! Holiday Trav-L-Park Resort needs to be able to reach you at all times.

NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

\_\_\_\_1. RENT & LEASE OF SPACE. Owner hereby Leases to the Lessee and Lessee hereby Leases from Owner, **Site #** \_\_\_\_\_ (herein called the "Premises"). Lessee shall pay to Owner rent for the Premises at the rate of \$ \_\_\_\_\_ in (4) installments of \$ \_\_\_\_\_. Installments are due: **FEB. 1<sup>ST</sup>; APR. 1<sup>ST</sup>; JULY 1<sup>ST</sup>; SEPT. 1<sup>ST</sup>**. **A one-time invoice for these dates is enclosed with this lease – this will be your only invoice for the year.**

- a. Owner is not responsible for damages to **ANY** property of Lessee caused by any natural events such as falling trees, heavy rains, flooding, strong winds, freezing pipes, etc. and/or any acts of negligence from the Lessee.
- b. If payment is received after the 10<sup>th</sup> of the month, a **\$150.00 Late Fee** will be added to Lessee's invoice.
- c. Electric meters are read approximately four (4) times a year and billed accordingly. Please note, leaving appliances on will result in a higher electric bill i.e. converter boxes, A/C units, refrigerators, outdoor lighting, etc. As trivial as they may seem, they do contribute to an increased bill during their use. Owner is not responsible for **ANY** electrical problems including, power surges; electrical shortages; electrical outages; tampering with electrical boxes or hookups; disconnecting of electrical plugs from the electrical boxes; etc. If payment for electric is received after the 10<sup>th</sup> of the month, a **\$50.00 Late Fee** will be added to Lessee's invoice.

- d. In addition to electric meter readings, a cable bill of **\$19.95** and a utility fee of **\$15.00** per month will be added to each invoice throughout the year.
- e. On site storage for the RV/Park Model Unit, December through February, is **\$150.00** per month. **A one-time invoice** will be sent to Lessee in November for this storage fee.
- f. Lease includes sewer, water and trash pickup.

**Please do not include golf cart, electric, utility fee, cable payments or on-site storage with your quarterly lease payment. Please write a separate check! Thank You 😊**

\_\_\_\_2. USE. Lessee shall use the Premises solely for the purpose of parking an RV/Park Model Unit described as follows: (PLEASE FILL OUT LEGIBLY)

MAKE/MODEL	YEAR	LENGTH

\_\_\_\_3. TERM. The term of this Lease shall be for a period of **9 Months** from **Thursday, March 1, 2018** through **Friday, November 30, 2018**. Lessee must vacate by **Saturday December 1, 2018**.

\_\_\_\_4. GENERAL RULES. Please help us set an example for other Guests by abiding by all Holiday Trav-L-Park Resort Rules and Regulations. Lessee agrees that he/she, their visitors, and their invitees shall comply with all rules and regulations for the safety, cleanliness and preservation of good order to the Premises.

- a. In order to maintain our 5-Star Rating, Lessee must keep Premises neat and clean at all times. Inspections will occur periodically by Management and Park Staff.
- b. All clotheslines, porches, decks, permanent awnings, outbuildings or fences must be approved by the Park Manager. Old wood, blocks, bricks, flower pots, etc. should be placed inside sheds, not behind or removed from Premises. Absolutely no metal buildings allowed on Premises.
- c. If Lessee digs, drive stakes, flag poles, etc. into the ground on the Premises and damages electrical, telephone, cable or water lines, Lessee is responsible for all damage costs. Please ask the Park Manager before digging.
- d. Please observe quiet hours beginning at 11pm and ending at 7am throughout the Resort (including the playground and gazebo area).
- e. Please make a conscious effort to conserve water and electricity. Turn off any appliances when they are not needed and "Think Green"! Please **DO NOT WATER GRASS** Friday – Sunday between Memorial and Labor Day.
- f. In the event of a storm, Lessee is responsible for cleaning the debris on Premises and placing it by the road for Park Staff to pick up.
- g. **DUE TO THE CAPACITY OF OUR ELECTRIC:**
  - i. **ONLY USE LP GAS HOT WATER HEATERS**
  - ii. **NO CLOTHES DRYERS**
- h. **DUE TO THE CAPACITY OF OUR SEPTIC SYSTEM:**
  - i. **ONLY USE RV TOILET TISSUE**
  - ii. **NO FEMININE PRODUCTS**
  - iii. **NO FLUSHABLE WIPES BECAUSE THEY ARE NOT BIODEGRADABLE**
  - iv. **NO WASHERS**
  - v. **NO DISHWASHERS**
  - vi. **NO GARBAGE DISPOSALS**

\_\_\_\_5. GARBAGE. Park Staff will pick up garbage twice daily – once at 9am and again at 4pm. Do not leave garbage out on Premises after 5pm.

- a. Park Staff WILL NOT pick up grills, refrigerators, microwaves, awnings, vacuums, bedding, chairs, old deck furniture, or ANY other related items. It is Lessee's responsibility to dispose of these items at the county landfill located at **Fire Tower Road and Hwy. 58 North**.

- b. Recycle bins are located by the trash compactor on Reed Drive and at each bathhouse. Do not leave any items outside of the trash compactor. We ask Lessee's cooperation in recycling to help keep our Resort clean and green!

\_\_\_\_6. LESSEE. The Lessee will, in every respect, comply with the rules and ordinances of the Town of Emerald Isle, the County of Carteret, the North Carolina Board of Health, and the Police, Sheriff and Fire Departments; communicated from time to time by Owner. It is expressly understood between the parties that the rules and regulations posted online and in the Resort Office of the Holiday Trav-L-Park Resort are a part of this Lease and Owner expressly reserves the right to alter, add to, or amend such rules and regulations from time to time. Lessee shall not use the Premises in any manner which may violate the insurance or increase the rate of insurance on the Holiday Trav-L-Park Resort.

- a. This is a recreational campground, not a permanent living address. **No permanent living is allowed.** Please do not use this as a permanent address.

\_\_\_\_7. VISITORS & SUBLEASING. There will be no subleasing of Premises. Use of Premises is limited to the Lessee and Lessee's family, which, for purposes of this lease, is defined as and includes **Parents, Grandparents, Children, and Grandchildren.**

- a. Anyone not mentioned above is, for purposes of this lease, visiting the resort with the Lessee, is defined as a "visitor", and is subject to the visitor fee of \$5.00 per person per day/night. All visitors, regardless of age or affiliation, must register and obtain a visitor's pass in the resort office. Visitors staying overnight in the lessee's absence are considered "invitees", and must pay the prevailing rate at the time of their stay. Violation of these rules will result in a fine.
- b. Lessee agrees and acknowledges that he/she will make their family, their visitors, and their invitees aware of all resort rules and policies and will ensure that their family, their visitors, and their invitees will comply at all times with all resort policies and rules.

\_\_\_\_8. VEHICLES & CAR PASSES. Lessee shall be issued (2) 2018 Car Passes when Lessee picks up their signed lease at the Resort Office. 2018 Car Passes must be placed on the exterior front windshield of vehicle. See reverse side of cover page for placement instructions.

- a. Lessee must have a valid 2018 Car Pass for any vehicle parked on Premises – **no more than (2) vehicles on Premises at any given time.** All vehicles without a 2018 Car Pass are required to obtain a valid Parking Pass from the Resort Office, which must be visible at all times while on Premises.
- b. If there are already (2) vehicles parked on Premises, extra vehicles must be parked behind the maintenance building or in the overflow lot located near the Shrimp Stand on Reed Drive – a valid parking pass is required to park in these areas. Please let Park Staff know before parking in either of these areas. DO NOT park in the main parking lot in front of the Resort Office or Emerald Isle Wine Market.
- c. DO NOT laminate, cut, change, or physically edit the 2018 Car Passes in anyway. See reversed side of cover page for placement instructions.
- d. Any vehicle that does not display the proper pass is subject to removal from resort grounds at sole cost and expense to Lessee. Towed vehicles may be reclaimed at Roy's Automotive - 137 Eastview Dr., Emerald Isle, NC 28594 | (252) 354-6050.

\_\_\_\_9. BOATS. Boats are not classified as a second vehicle. Boats must be put in the storage area during Lessee's stay, **no exceptions.** If Lessee chooses long term storage (two weeks or more), Lessee must obtain a storage agreement, a storage number, and pay the applicable storage fees to Owner. If it is found that Lessee has put anything in storage without Owner's knowledge, Lessee is subject to a **\$200.00 fine.**

\_\_\_\_10. GOLF CARTS. Beginning March 1, 2018, Lessee can obtain their 2018 Golf Cart Pass (if applicable) in the Resort Office from 9am – 5pm. If you have a golf cart, you must provide the Resort Office with valid proof of insurance and purchase a **\$50.00 Seasonal Golf Cart Pass.**

- a. The speed limit is **5mph**.
- b. Drive carefully and obey ALL traffic signs and street arrows.
- c. Golf cart drivers must be **21 years of age or older** and have a valid driver's license in their possession.
- d. Driving while intoxicated is PROHIBITED.
- e. Driving a golf cart after midnight in the Resort is PROHIBITED.
- f. Due to possible fire hazards, please do not charge (plug in) unattended golf carts.
- g. **Violating any of these rules will result in a fine & termination of golf cart privileges for the remainder of the year.**

\_\_\_\_11. INSURANCE. Lessee shall carry, at Lessee's sole cost and expense, throughout the term of this Lease, an insurance policy covering the RV/Park Model Unit and the Premises against theft, pilferage, fire, windstorms, water damage, hail, any acts of God, nature, and/or vandalism. Lessee's insurance policy must cover a minimum amount of \$300,000 for injury and/or death and property damage. It is expressly understood and agreed between the parties hereto that this agreement is simply for the lease of space and does not constitute a bailment of any nature whatsoever, and consequently, Owner shall not in any way be responsible for any loss or damage to any property of the Lessee and Lessee hereby releases Owner from any and all such liability.

- a. Owner needs to have a valid copy of insurance from Lessee, no later than **March 1<sup>st</sup>, 2018**. It is Lessee's sole responsibility to ensure a valid and up-to-date copy of their insurance has been submitted to Owner – regardless of submission from the previous year.

\_\_\_\_12. 15 YEAR RV REPLACEMENT. This rule applies to RVs/Park Model Units at Holiday Trav-L-Park Resort that are year models 2003 to 2015. If Lessee's RV/Park Model Unit is a 2003, it must be replaced by **March 1, 2019** with a Park Model outlined in item #13. Lessee's site must be clean and ready for the new Park Model Unit by **December 15, 2018**.

\_\_\_\_13. 20 YEAR PARK MODEL UNIT REPLACEMENT. The Park Model Unit Replacement must be an A-frame unit. According to the Division of Public Health, On-Site Water Protection, Park Model Units typically do not contain holding tanks and are dependent on connection to on-site water and sewer utilities. Therefore, all floor plans submitted for approval should note that it **DOES NOT** have a dishwasher, garbage disposal and washer/dryer. The Park Model Unit Replacement MUST MEET ALL of the following specifications:

- a. An "angled" 5-window front bay, 1-fixed trapezoid window centered above.
- b. Side bay windows on the door and/or porch only.
- c. Cannot exceed 399 sq. ft.
- d. Width of unit cannot be any wider than [11' 6"]
- e. 5/12 pitch roof or [13' 6"] ground to peak.
- f. No Dormers.
- g. Must have white, pearl or light pale green vinyl siding, dark green metal roofs and dark green shutters. All colors must be approved by Tammy, the General Manager (tammy@htpresort.com).
- h. LP gas hot water heaters **ONLY** with (2) 30lb or (2) 40lb LP tanks mounted in the rear of the unit with an approved cover (not on the ground).
- i. Must have a mini-split AC/heat system mounted in the rear of unit (not on the ground) or 13,700 BTU ducted belly A/C system with return on a 20amp breaker.
- j. (1) indoor tub/shower and (1) 1.5 flush toilet with low flow fixtures - NO ½ baths
- k. **DUE TO THE CAPACITY OF OUR SEPTIC SYSTEM:**
  - i. **ONLY USE RV TOILET TISSUE**
  - ii. **NO FEMININE PRODUCTS**
  - iii. **NO FLUSHABLE WIPES BECAUSE THEY ARE NOT BIODEGRADABLE**
  - iv. **NO WASHERS**
  - v. **NO DISHWASHERS**
  - vi. **NO GARBAGE DISPOSALS**

- I. No sky lights or satellite dishes.

**All units will be subject to approval as well as inspection before being set up on Premises. Please have your RV Dealer email Tammy - tammy@htpresort.com – to approve and sign off on a New Park Model Unit Layout before purchasing or ordering. 5-day notice required.**

\_\_\_\_14. TERMINATION. At the expiration of the term of this Lease, Lessee shall remove all of Lessee's property from Premises, provided all rents and feeds due hereunder have been paid in full. Lessee hereby acknowledges that Owner shall have a lien against the property of Lessee pursuant to Chapter 44A of the North Carolina General Statutes for all unpaid rent, services or other claims that Owner may have against Lessee as of the termination of this Lease, whether by expiration of the term or otherwise.

- a. If Lessee chooses not to renew their upcoming lease, Owner must have a 30-day written notice on file for Lessee not to be responsible for the lease. This may be sent by email to tammy@htpresort.com. It may also be sent by certified US mail to Holiday Trav-L-Park Resort located at 9102 Coast Guard Road, Emerald Isle, NC, 28594.
- b. If Lessee should remove their RV/Park Model Unit from Premises at the end of the season (by December 1<sup>st</sup>, 2018) and not renew their lease, Premises must be left clean, free of debris, etc. Should Premises require cleaning or attention of any kind by the Park Staff, Lessee will be subject to a **\$500.00 Cleanup Fee**, before vacating Premises.
- c. Prior to assuming a Lease, selling the RV/Park Model Unit, the new buyer must have an approved credit application on file. The credit application can be obtained in the Resort Office. A transfer fee in the amount of \$2,500.00 payable to Holiday Trav-L-Park Resort is due at the time of sale. All outstanding invoices relating to the Premises (i.e. electric, cable, utility fees, on-site storage, etc.) must be paid in full prior to sale and transfer.

\_\_\_\_15. DEFAULT. In the event Lessee defaults in the payment of rent, electric, cable and on-site storage as herein agreed, or fails to observe any of the covenants and agreements set forth herein agreed, or fails to observe any of the rules and regulations now or hereafter established, it shall be the right of Owner any time thereafter, at the Owner's option, without notice, to declare the Lease term ended and to re-enter the Premises, either with or without process of law, expense, using such force as may be necessary to do so, and to repossess and enjoy the Premise as before this for breach of contract by Lessee, Lessee expressly waiving all rights to any notice or demands under any statute of this state relating to forcible entry or detainer. Lessee further agrees that Owner shall have, at all times, the right to detain for rent due, and shall have a valid first lien on all property of Lessee, whether exempt by law or not, as security for the payment of the rent reserved herein.

\_\_\_\_16. SUIT AND ATTORNEY FEES. It is expressly agreed by the parties hereto, that after the service of notice, or the commencement of a suit, or after final judgement for possession of the Premises, Owner may receive and collect any rent due, and the payment of such shall not waive or affect such notice, suit, or judgment. Lessee further agrees to pay and discharge all reasonable costs, including attorney fees and expenses that shall be made or incurred by Owner in enforcing this Lease.

\_\_\_\_17. GOVERNING LAW. This Lease shall be construed and interpreted under the laws of the State of North Carolina.

\_\_\_\_18. TOWN OF EMERALD ISLE ORDINANCES. According to the Town of Emerald Isle Ordinances, all RVs/Park Model Units on Premises must be towable at any time. Lessee is responsible for inspecting their RV/Park Model Unit regularly for safe towing. The salt air will deteriorate the integrity of a RV/Park Model Unit frame.

- a. In 2004, each site was issued a Disaster Re-entry Pass. This pass needs to be placed in a safe, convenient and accessible place in case of a disaster. This pass is for Lessee's site, not the

Lessee as an RV/Park Model Unit owner i.e. if Lessee sells their RV/Park Model Unit, the pass needs to be a part of the transaction. If Lessee misplaces or loses the re-entry pass, there is a \$25.00 replacement fee. Replacement passes can be obtained in the Resort Office.

\_\_\_\_19. NORTH CAROLINA STATE LAWS.

- a. The minimum drinking age in the state of North Carolina is 21 years of age. Please abide by this rule in the Resort.
- b. Bicycle operators or riders under the age of 16 must wear protective headgear at all times.

In Witness Whereof, the parties hereto have executed this Lease as of the day and year first above written.

I, the Lessee, have read and initialed all numbered items. I understand the above Lease Agreement, and I will abide by the Lease while leasing at Holiday Trav-L-Park Resort.

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**LESSEE SIGNATURE**  
**RV/PARK MODEL UNIT OWNER**

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**OWNER SIGNATURE**  
**HOLIDAY TRAV-L-PARK RESORT REP**