

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

THIS LEASE AGREEMENT, made this 1st day of March, 2019, 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 RV sites (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 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. 1ST; APR. 1ST; JULY 1ST; SEPT. 1ST**. **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 event (acts of God) such as falling trees, heavy rains, flooding, strong winds, freezing pipes, hurricanes, tornadoes, etc. and/or any acts of negligence from the Lessee.
- b. If payment is received after the 10th of the month, a **\$150.00 Late Fee** will be added to Lessee's invoice.
- c. Electric meters are read approximately three (3) times a year and billed accordingly. 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 10th of the month, a **\$50.00 Late Fee** will be added to Lessee's invoice.
- d. In addition to electric meter readings, a utility fee of **\$15.00** per month will be added to each invoice throughout the year.
- e. On-site storage for Lessee's 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, cable, trash pickup and 2019 Golf Cart Decal.

**Please do not include electric, utility fee or on-site storage with your quarterly lease payment.
Please write a separate check for each of these items! Thank You 😊**

___2. USE. Lessee shall use the Premises solely as a single-family unit and for the purpose of parking an RV/Park Model Unit described as follows: (PLEASE FILL OUT LEGIBLY)

MAKE/MODEL _____ **YEAR** _____ **LENGTH** _____

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

___3. TERM. The term of this lease shall be for a period of **9 Months** from **Friday, March 1, 2019** through **Sunday, December 1, 2019**. Lessee must vacate by **Monday December 2, 2019**.

___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 Resort Staff. Lessee may receive a letter from Management that describes the necessary repairs and/or cleanup for the Premises. Failure to perform the specific repairs and/or cleanup in a timely manner (4 weeks) could result in termination of this lease.
- b. All clotheslines, porches, decks, permanent awnings, outbuildings or fences must be approved by Management and put on file in the Resort Office. 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 – confirm with Management before digging on Premises.
- c. 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.
- d. Please observe quiet hours beginning at 11:00pm and ending at 7:00am throughout the Resort (including the playground and Gazebo area).
- e. Please clean up after your dog(s).
- f. 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.
- g. **DUE TO THE CAPACITY OF OUR ELECTRIC:**
- i. **ONLY USE LP GAS HOT WATER HEATERS**
 - ii. **NO CLOTHES DRYERS OR HOOKUPS FOR A DRYER**
- h. **DUE TO THE CAPACITY OF OUR SEPTIC SYSTEM:**
- i. **ONLY USE RV TOILET TISSUE**
 - ii. **NO FEMININE PRODUCTS**
 - iii. **NO WIPES IN THE PIPES - THE PACKAGE MAY SAY FLUSHABLE WIPES HOWEVER, THEY ARE NOT BIODEGRADABLE!**
 - iv. **NO WASHERS OR HOOKUPS FOR A WASHER**
 - v. **NO DISHWASHERS**
 - vi. **NO GREASE IN THE PIPES - DO NOT POUR GREASE DOWN YOUR SINK!**
 - vii. **NO GARBAGE DISPOSALS**

- ___5. STORM & NATURAL DISASTER POLICY. In the event of a storm or natural disaster, such as a hurricane, tornado, fire, etc:
- a. Owner is not responsible for damage and/or any and all effects caused by a natural disaster.
 - b. Owner is not responsible for the lost time during lease in the event of a natural disaster that results in the closure of Premises for any amount of time.
 - c. Lessee is responsible for preparing Premise. This includes:
 - i. Securing any chairs, tables, garden items, refrigerator equipment, and anything else that has the potential to be flying projectiles/debris.
 - ii. Securing their Unit i.e. boarding up windows, securing their awnings, etc.
 - iii. Insuring that they have a Disaster Re-Entry permit. These permits can be obtained in the Resort Office with a \$25.00 cash deposit.
 - d. Lessee is responsible for cleaning up and repairing Premises in a reasonable amount of time (4 weeks) so that Premises returns to its previous state before the natural disaster.
 - e. Lessee forfeits the right to re-enter the Resort and Premises until Owner can thoroughly inspect the safety of the Resort and Premises in a timely manner. Once the owner determines the Premises is operable and is safe for Lessee to return, Lessee will be notified via email and/or a phone call.
- ___6. GARBAGE. Resort Staff will pick up garbage twice daily – once at 9:00am and again at 4:00pm. Do not leave garbage out on Premises after 5:00pm.
- a. Resort Staff WILL NOT pick up air conditionings, hot water heaters, 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!
- ___7. 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.
- ___8. 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 and possible termination of this lease.**
 - 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 rules and policies.
- ___9. VEHICLES, CAR PASSES & CAR DECALS. Lessee shall be issued 2019 Car Decals when Lessee picks up their signed lease in the Resort Office. 2019 Car Decals must be placed on the exterior front windshield of vehicle. See reverse side of cover page for placement instructions.
- a. DO NOT laminate, cut, change, or physically edit the 2019 Car Decal in anyway. See reversed side of cover page for placement instructions.

- b. All vehicles without a 2019 Car Decal are required to obtain a Visitor Parking Pass from the Resort Office, which must be visible at all times while on Premises.
- c. **No more than (2) vehicles on Premises at any given time.** 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 Resort 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.
- 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.

____10. **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.**

____11. **GOLF CARTS.** Beginning March 1, 2019, Lessee can obtain their 2019 Golf Cart Decal (if applicable) in the Resort Office from 9:00am – 5:00pm. If you have a golf cart, you must provide the Resort Office with valid certificate of liability insurance and obtain a Seasonal Golf Cart Decal

- 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.
- 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.**

____12. **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, flooding, hail, any acts of God, nature, animals, 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 certificate of liability insurance from Lessee, no later than **March 1st, 2019.** It is Lessee's sole responsibility to ensure a valid and up-to-date copy of their certificate of liability has been submitted to Owner – regardless of submission from the previous year.

____13. **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 2004, it must be replaced by **March 1, 2020** with a Park Model outlined in item #13. Premises must be clean and ready for the new Park Model Unit by **December 15, 2019.**

____14. **PARK MODEL RECREATIONAL VEHICLE REPLACEMENT.** As defined by the North Carolina Department of Insurance, a Park Model Unit is a single living unit that is primarily designed and completed on a single chassis, mounted on wheels, to provide temporary living quarters for recreational, camping or seasonal use, is certified by the manufacturer as complying with all applicable requirements of ANSI A119.5 and:

- a. Has a gross trailer area not exceeding 400 square feet (37.15 square meters) in the setup mode.

We have included a Park Model Unit Replacement Checklist at the top of the following page for your personal use. For an RV dealer Approval Checklist, please go to our website and download it: www.htpresort.com.

<ul style="list-style-type: none"> ○ A-Frame 5/12 or 3/12 Pitch Roof. ○ Max Width 11' 6" – Outside wall to outside wall (depending on lot size). ○ Max Height 14' 6" ground to peak of a-frame. ○ Does not exceed 399 square feet. ○ Angled 5-bay front window with trapezoid window centered above. ○ Bay window/bump out allowed on deck side only (optional). ○ Hunter green metal roof and shutters. ○ White, pearl, beige, pale yellow or pale green vinyl siding. ○ Mini-split AC/Heat system mounted in rear of unit or on deck. 	<ul style="list-style-type: none"> ○ LP gas hot water heater only - mounted on side of unit or built in. ○ Satellite Dish placement approved prior to installation (if applicable). ○ 1 Shower or tub. ○ 1-1.5 gallon flush toilet with low flow fixtures. ○ No ½ bath. ○ No dishwasher. ○ No garbage disposal. ○ No washer/dryer or washer/dryer hookups. ○ No sky lights. ○ No Dormers. ○ 2-30 or 2-40 covered LP gas tanks mounted in rear of unit or on deck.
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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.

____15. UNDERPINNING, DECKING & STORAGE SHEDS. All underpinning, decking and storage sheds must meet a certain set of criteria for their visual appeal and longevity.

- a. The bottom section of Unit's underpinning should sit **at least 4 inches off the ground**. It is advised that Lessee use **4 or 6 inch Ground Contact Pressure Treated Lumber blocks**.
- b. All decks have a max width of 10 feet (may vary depending on site width).
- c. Storage sheds must be **no bigger than 8 feet by 10 feet and can have T1-11 siding (painted in Holiday Trav-L-Park Resort Colors) or Vinyl siding**.

____16. 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 2nd, 2019) 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 Resort 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 or downloaded on our website. Please give Management a sufficient amount of time (48 hours) to review the credit application. 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, utility fees, on-site storage, etc.) must be paid in full prior to sale and transfer.**

____17. DEFAULT. In the event Lessee defaults in the payment of rent, electric, and on-site storage or any other outstanding balance 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.

____18. 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.

____19. GOVERNING LAW. This lease shall be construed and interpreted under the laws of the State of North Carolina.

____20. 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. Salt air will deteriorate the integrity of a RV/Park Model Unit frame. Lessee is responsible for inspecting their RV/Park Model Unit on a regular basis for safe towing.

- a. In 2004, each Premises 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 Premises, not the Lessee as an RV/Park Model Unit owner i.e. if Lessee sells their RV/Park Model Unit, the pass must 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.

____21. 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.

LESSEE PRINTED NAME
RV/PARK MODEL UNIT OWNER

OWNER PRINTED NAME
HOLIDAY TRAV-L-PARK RESORT REP

LESSEE SIGNATURE
RV/PARK MODEL UNIT OWNER

OWNER SIGNATURE
HOLIDAY TRAV-L-PARK RESORT REP

DATE

DATE