

# HOLIDAY TRAV-L-PARK RESORT 6-MONTH LEASE AGREEMENT

THIS LEASE AGREEMENT, made this 1<sup>st</sup> day of May, 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 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: **Oct. 16, 2018; MAY 1<sup>ST</sup>; JUNE 1<sup>ST</sup>; AUG. 1<sup>ST</sup> and SEPT 1<sup>st</sup>, 2019 - 50AMP service will be due in full.**
- 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.
  - 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.
  - Lease includes 30 amp electric, sewer, water, cable, trash pickup and 2019 Golf Cart Decal.

**Please do not include 50 AMP payments with your lease payment.  
Please write a separate check for 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
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\_\_\_\_3. TERM. The term of this Lease shall be for a period of **6 Months from Tuesday, May 1, 2019 through Wednesday, October 31, 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. Anything stored under your RV needs to be in a storage bin when you leave the premises. NO bikes can be placed under your RV. All sun tents, and/or satellite equipment must be stored in your absence. **Please keep "Yard Art" to a minimum - Less is Best.**

**b. HARD PIPE sewer/water/electric are required.**

c. ONLY One(1) wooden deck is allowed no larger than 12' wide X 25' long. All decking needs to be uniform in direction, color, etc. Please store your golf cart and grill on this deck when leaving to go home. Absolutely no metal buildings allowed on Premises. Lessee may have an approved Rubbermaid plastic bin for storing items. The bin must be placed neatly on the deck. **All decking is Lessees' responsibility to be removed at the end of this lease.**

d. 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.

e. Please observe quiet hours beginning at 11pm and ending at 7am throughout the Resort (including the playground and gazebo area).

f. Please clean up after your dog(s).

g. 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.

h. **DUE TO THE CAPACITY OF OUR ELECTRIC:**

i. **ONLY USE LP GAS HOT WATER HEATERS**

i. **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 DISHWASHERS**

v. **NO GREASE IN THE PIPES - DO NOT POUR GREASE DOWN YOUR SINK!**

vi. **NO GARBAGE DISPOSALS**

\_\_\_\_5. **STORM & NATURAL DISASTER POLICY.** In the event of a storm or natural disaster, such as a hurricane, tornado, fire, thunderstorm, 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. If Lessee decides to temporarily vacate premises due to a natural disaster (hurricane), Lessee is responsible for completely cleaning and clearing the Premises. This includes:

i. Removing any chairs, tables, garden items, refrigerator equipment, and anything else that has the potential to be flying projectiles/debris from Premises.

- ii. Removing their deck, any blocks/wood supporting their deck, and any hard-piped sewer connections.
    - iii. If Premises is not cleared by Lessee and Resort Staff have to clean and clear Premises, Lessee will be subject to a \$500.00 fine.
  - d. 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.
  - e. 6 Month Lessee will not receive, or be given, and should not ask for a Disaster Re-Entry pass in the event of an evacuation of the island.
- \_\_\_\_ 6. GARBAGE. Resort Staff will pick up garbage twice daily – once at 9am and again at 4pm. Do not leave garbage out on Premises after 5pm.
- 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 Red and Blue bathhouses and also by the fish cleaning area near the entrance to the Resort. 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.
- 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.
- \_\_\_\_ 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 May 1, 2019, Lessee can obtain their 2019 Golf Cart Decal (if applicable) in the Resort Office. 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 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 certificate of liability insurance from Lessee, no later than **May 1<sup>st</sup>, 2019**. 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.

\_\_\_\_13. TERMINATION. If Lessee should remove their RV Unit from Premises at the end of the season (by October 31st, 2019) and not renew their lease, Premises must be left clean, free of debris, decking, 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.**

- a. A transfer fee in the amount of \$2,500.00 payable to Holiday Trav-L-Park Resort is due if you choose to sell your RV unit. All outstanding invoices relating to the Premises (i.e. rent, 50AMP, etc.) must be paid in full prior to sale and transfer.

\_\_\_\_14. DEFAULT. In the event Lessee defaults in the payment of rent, golf cart, 50AMP and cable 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.

\_\_\_\_15. 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.

\_\_\_\_16. GOVERNING LAW. This Lease shall be construed and interpreted under the laws of the State of North Carolina.

\_\_\_\_17. TOWN OF EMERALD ISLE ORDINANCES. According to the Town of Emerald Isle Ordinances, all RV Units on Premises must be towable at any time. Lessee is responsible for inspecting their RV Unit regularly for safe towing. The salt air will deteriorate the integrity of a RV Unit frame.

\_\_\_\_18. 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**