

2020

Holiday Trav-L-Park Resort 6-Month Lease Agreement



**PLEASE READ  
ALL  
INFORMATION  
IN ITS ENTIRETY**

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

THIS LEASE AGREEMENT, made this 1<sup>st</sup> day of May, 2020, 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 INFORMATION BELOW!

**This is very important! Owner needs to be able to reach Lessee at all times.**

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

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

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

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

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

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

### READ AND INITIAL EACH NUMBERED ITEM IN THIS LEASE

**LESSEE'S INITIALS INDICATE THAT LESSEE HAS READ, UNDERSTOOD AND AGREES TO EACH ITEM**

1. **RENT & LEASE OF SPACE.** Owner hereby Leases to Lessee and Lessee hereby Leases from Owner, **Site #** \_\_\_\_\_ (herein called the "Premises"). Lessee must pay to Owner rent for the Premises at the rate of \$ \_\_\_\_\_ in (4) installments of \$ \_\_\_\_\_. Installments are due: **Oct. 16, 2019; MAY 1<sup>ST</sup>; JUNE 1<sup>ST</sup>; AUG. 1<sup>ST</sup> and SEPT 1<sup>st</sup>, 2020 | 50-AMP service will be due in full.**

- 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, fire, 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. Lease includes 30-amp electric, sewer, water, cable, trash pickup and 2020 Golf Cart Decal. Lease does not include Internet & WiFi access on Premises.

**DO NOT include 50 AMP payments with your lease payment.  
Please write a separate check for these items.**

2. **USE.** Lessee must 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 will be for a period of **6 Months** from **Friday, May 1, 2020 through Sunday, November 1, 2020.**

4. **GENERAL RULES.** 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 and any and all visitors comply with all rules and regulations for the safety, cleanliness and preservation of the Premises.

- a. Observe quiet hours beginning at 11:00pm and ending at 7:00am throughout the Resort (including the playground and Gazebo area).
- b. Clean up after your dog(s) and other pets.
- c. Do not let your dog(s) run off-leash at any point in time.
- d. Please make a conscious effort to conserve water and electricity. Turn off any appliances when they are not needed and "Think Green"!
- e. **DUE TO THE CAPACITY OF OUR ELECTRIC:**
  - i. **ONLY USE LP GAS HOT WATER HEATERS**
  - ii. **NO CLOTHES DRYERS OR HOOKUPS FOR A DRYER ALLOWED IN LESSEE'S UNIT**
- f. **DUE TO THE CAPACITY OF OUR SEPTIC SYSTEM:**
  - i. **ONLY USE RV TOILET TISSUE.**
  - ii. **NO FLUSHING OF 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 ALLOWED IN LESSEE'S UNIT**
  - v. **NO DISHWASHERS ALLOWED IN LESSEE'S UNIT**
  - vi. **NO GREASE IN THE PIPES - DO NOT POUR GREASE DOWN SINKS!**
  - vii. **NO GARBAGE DISPOSALS ALLOWED IN LESSEE'S UNIT**

5. **PREMISES RULES & REQUIREMENTS.** Lessee must keep Premises neat and clean at all times. Inspections will occur periodically by Management and/or Resort Staff. Anything stored under your RV needs to be in a storage bin when you leave the premises.

- a. **HARD PIPE sewer/water/electric are required.**
- b. **Please keep "Yard Art" to a minimum - less is best.**
- 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 the 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. If Resort Staff have to clean up behind Lessee, Lessee is subject to a \$500.00 fine.**
- 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.

6. **PANDEMIC, STORM & NATURAL DISASTER POLICY.** In the event of a pandemic, storm or natural disaster, such as a hurricane, tornado, fire, thunderstorm, etc. **SEE ATTACHMENT #1 (Page 6)**

- 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 or pandemic 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 the deck, any blocks/wood supporting the 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 if they remove their RV from Premises.

\_\_\_7. **GARBAGE.** Resort Staff will pick up garbage twice daily – in the morning beginning at 9:00am and in the afternoon beginning 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.

\_\_\_8. **VISITORS & SUBLEASING.** There will be no subleasing of Premises. Use of Premises is limited to the Lessee and Lessee’s IMMEDIATE FAMILY, which, for purposes of this Lease, is defined as and includes Grandparents, Parents, Children & their Spouse, and Grandchildren & their Spouse.

- a. Any person 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 \$100 fine per unregistered person and possible termination of current 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 will be issued 2020 Car Decals when Lessee signs this Lease in the Resort Office. 2020 Car Decals must be placed on the exterior front windshield of vehicle. **Fill out Page (7) with the required information. See Page (8) for placement instructions.**

- a. Destroy any old parking decals as they do not transfer from year to year.
- b. DO NOT laminate, cut, change, or physically edit the 2020 Car Decal in anyway.
- c. All vehicles without a 2020 Car Decal are required to obtain a Visitor Parking Pass from the Resort Office, which must be visible at all times while on Premises.
- d. **No more than (2) vehicles on Premises at any given time. PARK ON YOUR SITE ONLY. DO NOT PARK ON OVERNIGHT SITES OR NEIGHBORING SITES.** If there are already (2) vehicles parked on Premises, extra vehicles must be parked beside the maintenance building or in the overflow lot located near the Shrimp Stand on Reed Drive. DO NOT park in the main parking lot in front of the Resort Office or Emerald Isle Wine Market.
- e. **2020 Car Decals are for IMMEDIATE FAMILY MEMBERS ONLY (see Item (8) - VISITORS & SUBLEASING).** All other visitors or invitees must register in the front office and obtain a Visitor Parking Pass for the length of their stay.
- f. Any vehicle that does not display the proper pass is subject to towing from Resort grounds at sole cost and expense to Lessee and/or owner of the vehicle.

\_\_\_10. **BOATS & TRAILERS.** Boats and trailers 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 **\$250.00 fine.**

\_\_\_\_11. **GOLF CARTS.** Beginning May 1, 2020, Lessee can obtain their 2020 Golf Cart Decal(s) (if applicable) in the Resort Office. If Lessee has a golf cart, Lessee must provide the Resort Office with valid certificate of liability insurance and obtain a 2020 Golf Cart Decal.

- a. The speed limit is **5mph.**
- b. Obey ALL traffic signs and street arrows. Reckless driving will not be tolerated.
- c. No playing loud and obnoxious music on golf carts. Be respectful to other guests.
- d. Golf cart drivers must be **18 years of age or older** and have a valid driver's license.
- e. Driving while intoxicated is PROHIBITED.
- f. Driving a golf cart after midnight in the Resort is PROHIBITED.
- g. **Violating any of these rules will result in a \$250 fine & termination of golf cart privileges for the remainder of the year.**

\_\_\_\_12. **INSURANCE.** Lessee must carry, at Lessee's sole cost and expense, throughout the term of this Lease, an insurance policy covering the RV/Park Model Unit and 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 will 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>, 2020**. 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. **EARLY TERMINATION OR TRANSFER.** If Lessee should remove their RV Unit from Premises prior to the end of this Lease (November 1, 2020), this Lease will be terminated and 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 and 50AMP (if applicable) 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 forcibly entry or detainer. Lessee further agrees that Owner will have, at all times, the right to detain for rent due, and will 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. **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 will 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.

\_\_\_\_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 will 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 will be made or incurred by Owner in enforcing this Lease.

\_\_\_\_ 17. **GOVERNING LAW.** This Lease will 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 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.

\_\_\_\_ 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.

\_\_\_\_\_  
**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**

# ATTACHMENT #1

## Pre-Hurricane Cleanup Policy

If Lessee decides to temporarily vacate premises due to a hurricane, Lessee is responsible for completely cleaning and clearing the Premises. Before Hurricane Florence in 2018, many sites were left behind with all kinds of objects that could have been flying debris. Here are a few of many sites, 2 days before Florence:



Leaving a site like this before a hurricane is not only dangerous, but extremely disrespectful to Resort Staff and Park Model Unit Owners in the surrounding area. Everything that is left behind has the potential to be flying, projectile debris in high winds that could result in serious damage. Removal of items on Premises include:

- Any chairs, tables, refrigerator equipment, coolers, camping accessories, etc.
- Decks, blocks of wood (big and small), planks, and hard-piped sewer connections.

**If Premises is not cleared by Lessee and Resort Staff have to clean and clear Premises, LESSEE WILL BE CHARGED A \$500.00 CLEAN UP FEE.**

## Vehicle Information for 2020 Car Decal(s)

Car Decals will be issued on May 1, 2020 and are for **IMMEDIATE FAMILY MEMBERS ONLY**

For purposes of this lease, Owner defines Lessee's immediate family members as their:

**Grandparents | Parents | Children & their Spouse | Grandchildren & their Spouse**

Please fill out the vehicle information below:

### **Car #1 (Lessee's Vehicle)**

Year: \_\_\_\_\_ Color: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_ Lic. Plate \_\_\_\_\_

Name: \_\_\_\_\_ HTP Decal # \_\_\_\_\_

### **Car #2 (Relationship to Lessee: \_\_\_\_\_)**

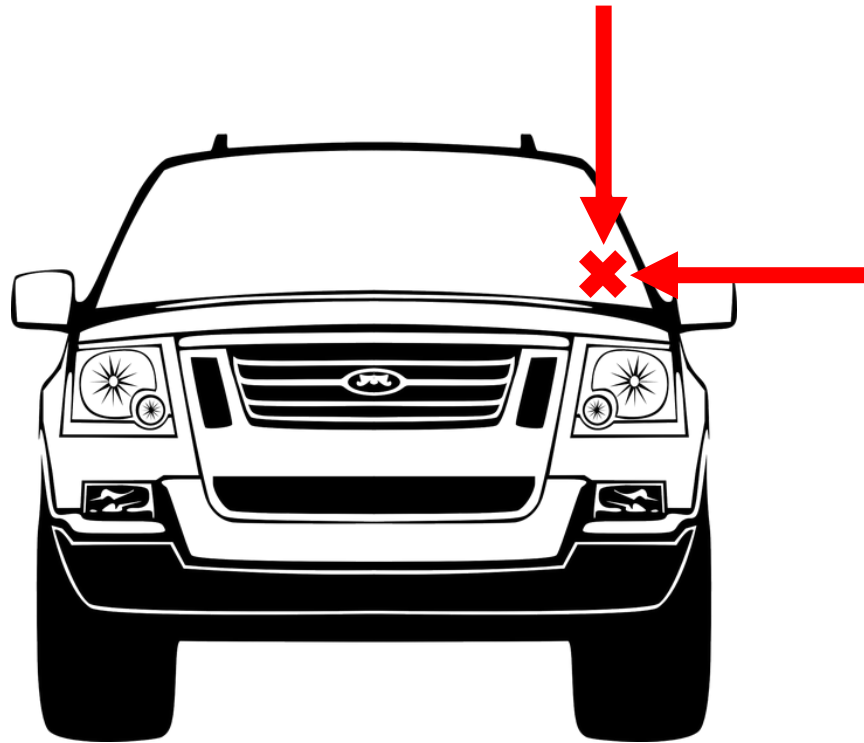
Year: \_\_\_\_\_ Color: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_ Lic. Plate \_\_\_\_\_

Name: \_\_\_\_\_ HTP Decal # \_\_\_\_\_



# Holiday Trav-L-Park Resort

## 2020 Car & Golf Cart Decal Placement



**“X” Marks The Spot** where 2020 Car & Golf Cart Decals should be placed. Place decals on the **Exterior Front Windshield** – it must be visible at all times. If your decal is not placed in the proper location, your vehicle is subject to Tow, Citation, and a Violation Fine of **\$100.00**.