

2021

Holiday Trav-L-Park Resort 9-Month Lease Agreement



**PLEASE READ
ALL
INFORMATION
IN ITS ENTIRETY**

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

THIS LEASE AGREEMENT, made _____, by and between, WATSON'S INC.

dba. Holiday Trav-L-Park Resort (herein referred to as "Owner") and _____
(herein referred to as "Lessee"). (print Lessee's name)

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 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, UNDERSTANDS AND AGREES TO EACH ITEM

1. **RENT & LEASE OF SPACE.** Owner hereby leases to Lessee and Lessee hereby leases from Owner, Site _____ (herein referred to as "Premises"). Lessee will 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, 2021. A one-time invoice for 2021 payment dates is enclosed with this Lease – this will be your only invoice for the year. It is located on the last page of this Lease.**

- 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 10th of the month that it is due, a **\$150 Late Fee** will be added to Lessee's invoice.
- c. Electric meters are read in June, September, and December 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 following month that it is due, a **\$50 Late Fee** will be added to Lessee's invoice.
- d. In addition to electric meter readings, a utility fee of **\$15** per month will be added to each electric invoice throughout the year.
- e. On-site storage for Lessee's RV/Park Model Unit, December through February, is **\$150** per month. **A one-time invoice will be sent to Lessee in November for this storage fee.**

- f. Lease includes [4] car decals, [1] golf cart decal, cable TV, water, sewer, garbage pickup twice daily, mowing and weed eating. Lease does not include Internet & WiFi access.

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.

___ 2. **USE.** Lessee will use the Premises solely as a single-family unit and for the purpose of parking an RV/Park Model Unit described as follows (LESSEE MUST FILL OUT LEGIBLY):

MAKE/MODEL	YEAR	LENGTH
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- a. This is a recreational campground, not a mobile home park. **No permanent living is allowed. DO NOT use this as a permanent address.**

___ 3. **TERM.** The term of this Lease is for a period of **9 Months from Monday, March 1st, 2021 to Wednesday, December 1st, 2021.**

___ 4. **MONTHS OF CLOSING: DECEMBER - FEBRUARY.** During the months of December, January, and February, Premises is closed to Lessee. Overnight stays are prohibited during this time. If Lessee needs to enter Premises to perform a check-up on their unit and/or perform any necessary maintenance to their unit during this time, Lessee must first get approval from the Resort Office.

___ 5. **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**

___ 6. **MAINTENANCE, UPKEEP & IMPROVEMENT OF 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 Office Management and/or Resort Staff. Lessee may receive a letter from Office 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:

- i. Lessee has 4 weeks to abide by Office Management Inspection Letter via email.
- ii. If maintenance/repairs/cleanup are not completed by week 4, a phone call will be made to Lessee by a manager outlining maintenance/repairs/cleanup.
- iii. If Lessee disregards the management phone call by the next inspection, Lessee will be fined \$250 dollars and Lessee will jeopardize their current Lease agreement.

- b. For any improvements to Premises i.e. landscaping additions (excluding flowerbeds), decks, permanent awnings, outbuildings, fences, pavers, etc., Lessee must have written, signed approval by Office Management before adding them to Premises.
- c. Lessee must confirm with Office Management and get approval before digging on Premises. 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.
- d. Old wood, landscaping timbers, concrete blocks, bricks, flowerpots, underpinning, etc. should be placed inside sheds, not behind, in front of, or around Premises. If Lessee does not store items correctly on Premises, Owner will dispose of them without notifying Lessee.
- e. Any plant or tree limbs, leaves, or other vegetative debris must be taken to the overflow lot and placed in the designated area on Reed Drive - VEGETATIVE DEBRIS ONLY! DO NOT put anything else in this area i.e. pieces of lumber for decks, wooden blocks, bags of leaves, etc.

7. **STORM, NATURAL DISASTER & PANDEMIC POLICY.** In the event of a pandemic, 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 or pandemic that results in the closure of Premises for any amount of time.
- c. Lessee is responsible for preparing Premise in the event of a hurricane. 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. Ensuring that they have a Disaster Re-Entry permit – each site is allowed (1) permit! These permits can be obtained in the Resort Office with a \$25 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 Owner determines the Premises is operable and is safe for Lessee to return, Lessee will be notified via email and/or a phone call.

8. **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 5:30pm.

- a. Resort Staff **WILL NOT** pick-up air conditioners, 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.**

9. **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 \$10 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.

10. **VEHICLES, CAR PASSES & CAR DECALS.** Lessee will be issued 2021 Car Decals when Lessee picks up their signed lease in the Resort Office. 2021 Car Decals must be placed on the exterior front windshield of vehicle. 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, exchange, or physically edit the 2021 Car Decal in anyway.
- c. All vehicles without a 2021 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 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. Towing is enforced in these areas.
- e. **2021 Car Decals are for IMMEDIATE FAMILY MEMBERS ONLY (see Item (9) - 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.

___11. **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 fine.**

___12. **GOLF CARTS.** Beginning March 1st, 2021, Lessee can obtain their 2021 Golf Cart Decal (if applicable) in the Resort Office. Extra decals are \$50. If Lessee has a golf cart, Lessee must provide the Resort Office with valid certificate of liability insurance and obtain a 2021 Golf Cart Decal.

- a. The speed limit is **5mph.**
- b. Obey ALL traffic signs and street arrows. Reckless driving will not be tolerated.
- 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. **Violating any of these rules will result in a \$250 fine & termination of golf cart privileges for the remainder of the year.**

___13. **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 **March 1st, 2021.** 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.

___14. **15 YEAR RV REPLACEMENT.** Lessee understands that RVs/Park Model Units manufactured between 2005 to 2015 must be replaced once they turn 15 years old. Lessee can check with the Resort Office to find out when their unit needs to be replaced when needed.

___15. **20 YEAR 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 has a gross trailer area not exceeding 399 square feet (37.07 square meters) in the setup mode.

For an RV Dealer Approval Checklist, please go to our website and download it: www.htpresort.com/long-term-leasing/

RV Park Model Unit Replacement Checklist

<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 front windows 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, pale green, or pale gray 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.○ No above awning windows around the top.
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All units are subject to approval. 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. Please allow 72 hours for approval.

- ___16. **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**, but it is recommended that Lessee use **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. **Beginning March 1st, 2021, storage sheds must be no larger than 8 feet by 10 feet and must have Vinyl siding. All sheds built before March 1st, 2021 are grandfathered in.**
- ___17. **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 Holiday Trav-L-Park Resort.
- ___18. **TERMINATION.** At the expiration of the term of this lease, Lessee will remove all of Lessee's property from Premises, provided all rents and fees due hereunder have been paid in full. Lessee hereby acknowledges that Owner will 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, 2021) 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 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 from our website. Please give Office Management a sufficient amount of time (48 hours) to review the credit application. A transfer fee in the amount of \$2,500 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.

____ 19. **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 will 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.

____ 20. **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.

____ 21. **GOVERNING LAW.** This lease will be construed and interpreted under the laws of the State of North Carolina.

____ 22. **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 an 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 replacement fee. Replacement passes can be obtained in the Resort Office.

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

2021 Car Decals & Vehicle Information for Site

Car Decals will be issued on March 1, 2021 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: Circle the owner's relationship to Lessee: [Grandparent] [Parent] [Child] [Grandchild] [Other]

Year: _____ Color: _____ Make: _____ Model: _____ Lic. Plate _____

Name: _____ HTP Decal # _____

Car #3: Circle the owner's relationship to Lessee: [Grandparent] [Parent] [Child] [Grandchild] [Other]

Year: _____ Color: _____ Make: _____ Model: _____ Lic. Plate _____

Name: _____ HTP Decal # _____

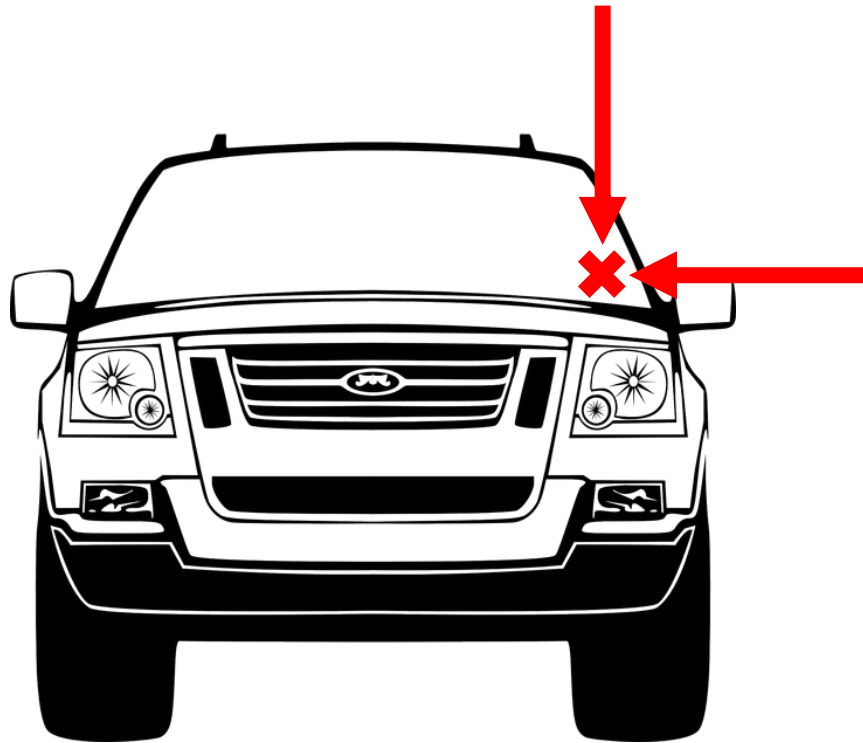
Car #4: Circle the owner's relationship to Lessee: [Grandparent] [Parent] [Child] [Grandchild] [Other]

Year: _____ Color: _____ Make: _____ Model: _____ Lic. Plate _____

Name: _____ HTP Decal # _____

Holiday Trav-L-Park Resort

2021 Car & Golf Cart Decal Placement



“X” Marks The Spot where 2021 Car & Golf Cart Decals should be placed. Place decals on the **Exterior Front Windshield** – it must be visible at all times. If the decal is not placed in the proper location, the vehicle is subject to Tow, Citation, and a Violation Fine of **\$200**.