



SUNSET ON SENECA CAMPSITE'S LEASE AGREEMENT (2017)

This agreement (hereinafter referred to as "Lease Agreement"), is entered into by and between Sunset on Seneca Campsites, L.L.C. ("Landlord") and _____ ("Tenant").

RECITALS

1. WHEREAS, Landlord is the owner of the Campground;
2. WHEREAS, Landlord and Tenant enter into this Lease Agreement to have Tenant lease the Property from Landlord; and
3. WHEREAS, the Parties desire to define their relationship according to the terms and conditions of this Lease Agreement.

DEFINITIONS

4. "Campground" means the property known as Sunset on Seneca Campsites located at 8449 Lower Lake Road, Seneca County, Lodi, New York 14860.
5. "Landlord" shall mean Sunset on Seneca, L.L.C., its subsidiaries, parent corporations, successors and predecessors in interest and present and former agents, representatives, employees, officers, directors, shareholders, contractors, subcontractors, invitees, licensees, attorneys or anyone acting on its behalf or at its direction.
6. "Parties" means the parties to this Lease Agreement.
7. "Property" means the campsite assigned by Landlord, which is located in the Campground.
8. "Campground's Rules and Regulations" means the rules and regulations attached as Exhibit "A" to this Lease Agreement.
9. "Tenant" means _____, his/her family members living on the Property and any authorized guest who has been approved by Landlord.
10. "Tenant's Property" means Tenant's camper or trailer and any other personal property located on the Property.

TERMS AND CONDITIONS

11. NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereto agree as follows:
12. Lease of the Property. Landlord hereby agrees to lease the Property to Tenant.

13. Term. The term of this Lease Agreement is six (6) months, beginning on April 15th and ending on October 15th, unless terminated sooner or extended as provided in this Lease Agreement.

14. Renewal of Lease Agreement. This Lease Agreement is automatically renewed on April 15th of the following year unless Tenant is in default of this Lease Agreement; Tenant provides written notice of termination no later than September 15th of the current year; or Landlord provides thirty (30) day written notice of termination.

15. Lease Payment. Tenant promises and agrees to pay Landlord \$ _____ as rent for using and occupying the Property during the term of this Lease Agreement. Landlord reserves the right to increase rent during the renewal period. If Landlord does increase rent during the renewal period, Tenant may terminate the Lease Agreement by providing written notice within thirty (30) days of Tenant's receipt of notice by Landlord of the rent increase.

16. Security Deposit. At the time of execution of this Lease Agreement, Tenant has deposited with Landlord the sum of 0 Dollars (\$0), the receipt of which is hereby acknowledged, as a security deposit, which is to be held by Landlord as a guarantee for the full and faithful performance by Tenant of all the terms and conditions of this Lease Agreement. This security deposit is not a lease payment and shall never be applied by Tenant as payment in whole or in part to any lease payments under this Lease Agreement. In the event of any violation of the terms of this Lease Agreement by Tenant, this security deposit, or a portion thereof, may be retained by Landlord as partial damages.

17. Late Payment. Tenant will pay Landlord an initial \$25.00 late fee for any payments received by Landlord after due date. Tenant will pay \$25.00 additional for every 30 days the payment is late there afterwards.

18. Returned Checks. Tenant will pay Landlord \$50.00 for any checks returned for insufficient funds. In the event a check is returned to Landlord, Tenant hereby agrees to make all future payments to Landlord either by cash, money order or cashier's check.

19. Utilities. Landlord shall pay the cost of electric (maximum 20 amps), water and 1000 gallons of septic pumping from April 15th through October 15th. Tenant agrees to pay for any septic pumping in addition to the first 1000 gallons that the Landlord pays for during a camping season.

20. Use of Property. The Property will be used by Tenant as a single-family residence only and for uses normally incident to such a residence and for no other purpose. Tenant may not use the Property for business purposes or allow others to use the property without the Tenant present.

21. Campground's Rules and Regulations. Tenant will observe the Campground's Rules and Regulations at all times. Tenant is responsible for informing Tenant's guests, invitees and family members of the Campground's Rules and Regulations.

22. Acts or Omissions Constituting Default. The following events shall be deemed to be events of default by Tenant under this Lease Agreement:

- (a) Tenant's failure to pay rent in accordance with the terms of this Lease Agreement;
- (b) Tenant's failure to perform or comply with any term or condition in this Lease Agreement; or
- (c) Tenant's failure to comply with the Campground's Rules and Regulations.

23. Landlord's Remedies for Default. In the event of default by Tenant, Landlord shall have the option to terminate this Lease Agreement by providing thirty (30) days written notice of termination. Pursuit of termination of this Lease Agreement shall not preclude pursuit of any other remedies provided in this Lease Agreement or provided by law, nor shall pursuit of termination of this Lease Agreement constitute forfeiture or waiver of any lease payment due to Landlord hereunder or any damage accruing to Landlord by reason of Tenant's default.

24. Maintenance of the Property. Tenant will throughout the term of this Lease Agreement and any renewals or extensions of it, at Tenant's own expense and risk, maintain the Property (e.g., fireplace, fire pit, fire ring, porch, patio, lawn, landscaping, trash, etc.) and all improvements on the Property in good order, appearance, and condition, including but not limited to making all repairs and replacements necessary to keep the Property and improvements in that condition. Any tree or limbs on the Tenants site that becomes dangerous or poses a threat to any structures which the Landlord is unable or decides is unsafe to remove because of the Tenant's camper, trailer, boat, garage, shed, carport or other property of Tenant that the Landlord decides must be removed will become the expense and responsibility of the Tenant unless they are able to move their property so that the tree or limb can be disposed of safely by the Landlord.

25. Failure to Maintain Property. If Tenant fails to perform its obligation to maintain the Property within a reasonable time after written notice from Landlord of the need for repair, improvement or maintenance, Landlord may enter the Property and make the repair or improvement or perform the maintenance or Landlord may have the repair or improvement made or maintenance performed by another. In either event, Tenant will be responsible to reimburse Landlord for the cost of such repair, improvement or maintenance.

26. Right of Inspection. Upon reasonable notice to Tenant, Landlord shall be entitled to enter upon the Property and inspect the Property at any time during normal business hours. Landlord shall cooperate with Tenant to insure that such inspections shall not unreasonably interfere with Tenant's use or enjoyment of the Property.

27. Alterations to the Property. Tenant shall not alter the Property or any part thereof without first obtaining Landlord's written approval of such alteration; and Tenant agrees that any improvements to the Property shall become the property of the Landlord and shall remain upon the Property; unless Landlord shall elect to require the restoration of the Property to its original condition, in which event Tenant agrees to comply with such requirement prior to the expiration or other termination of this Lease Agreement.

28. Guests. Guests means any other person not listed on Page 6 of this Lease Agreement. Guests of Tenants are required to pay a \$5.00 fee per night to stay at the property past 11pm. Tenant must be present at all times during guest's stay at the property. There will be no exceptions to this rule.

29. Storage of Personal Property. During the term of this Lease Agreement Tenant shall be entitled to store Tenant's Property on the Property. Storage of Tenant's Property shall be stored at the sole risk of Tenant. Landlord is neither responsible, nor liable if Tenant's Property is lost or stolen or damaged in anyway.

30. Abandonment of Tenant's Property. If at any time, Tenant abandons Tenant's Property, Landlord shall have the right, without notice, to store or otherwise dispose of Tenant's Property at Tenant's expense.

31. Winter Storage of Tenant's Camper or Trailer. Tenant may leave Tenant's camper or trailer on the Property after October 15th. Any of Tenant's Property that is stored on the Property during this time period is being stored at the sole risk of Tenant. Landlord is not responsible, nor liable for any of Tenant's Property that is lost, stolen or damaged in anyway. It is the sole responsibility of the Tenant to winterize their own campers and trailers. All water hoses must be removed from the water line at the completion of the season. (October 15)

32. RELEASE. TENANT HEREBY AGREES THAT LANDLORD SHALL NOT IN ANY EVENT BE LIABLE TO TENANT FOR ANY CLAIMS, LOSSES OR DAMAGES OF ANY NATURE, UNLESS SPECIFIED IN THIS LEASE AGREEMENT, ARISING AT ANY TIME, FROM ANY CAUSE WHATSOEVER, WHETHER ARISING IN TORT, CONTRACT, WARRANTY, STRICT LIABILITY, BY OPERATION OF LAW, OR OTHERWISE, EVEN IF AS A RESULT OF LANDLORD'S NEGLIGENCE OR FAULT, CONNECTED WITH TENANT'S USE OR OCCUPANCY OF THE PROPERTY OR THE CAMPGROUND.

33. INDEMNIFICATION. TENANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS LANDLORD FROM ANY THIRD PARTY CLAIM, LOSS OR DAMAGE RESULTING FROM THIS LEASE AGREEMENT OR ARISING OUT OF TENANT'S USE OR OCCUPANCY OF THE PROPERTY OR THE CAMPGROUND.

34. LIMITATION OF REMEDIES. TENANT AGREES THAT THE SOLE REMEDIES FOR ANY CLAIM, LOSS OR DAMAGE RESULTING FROM OR ARISING OUT OF THIS LEASE AGREEMENT OR OUT OF TENANT'S USE OR OCCUPANCY OF THE PROPERTY OR THE CAMPGROUND SHALL BE LIMITED TO THE TOTAL AMOUNT OF LEASE PAYMENTS TENANT PAID TO LANDLORD UNDER THIS LEASE AGREEMENT.

35. Force Majeure. Landlord shall not be deemed in default with respect to Landlord's performance of any of the term or condition under this Lease Agreement if any failure of Landlord's performance shall be due to any restrictions of law, regulations, orders or other governmental directives, labor disputes, war, blockade, strike, lockout, riot, civil commotion, rebellions, invasions, sabotage, epidemic, fire, explosion, accident, flood, storms, acts of God or other similar events.

36. Assignment. This Lease Agreement may not be sold, assigned or transferred by Tenant without prior written approval of Landlord.

37. Alternative Dispute Resolution. In the event of any controversy between the Parties involving the construction or application of any of the terms or conditions of this Lease Agreement, or involving the performance or lack of performance of any of the terms or

conditions of this Lease Agreement, the Parties shall use their best efforts to resolve such controversy by exchanging relevant information and negotiating in good faith.

38. Legal Costs. If any action at law or in equity becomes necessary to enforce or interpret any term or condition of this Lease Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and necessary disbursements (including but not limited to, expert witness fees and deposition costs) incurred or made by it in addition to any other relief to which it may become entitled.

39. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

40. Forum Selection. Any action arising out of or relating to this Lease Agreement shall be brought and deemed to arise in Seneca County, New York. The Parties hereby submit to the exclusive jurisdiction of Seneca County, New York.

41. Prior Agreements, Understandings and Representations. This Lease Agreement supersedes all prior agreements, understandings and representations.

42. Modifications. This Lease Agreement cannot be altered, changed or modified except in a writing executed by a duly authorized representative for each of the Parties, and the provisions of this Lease Agreement may not be waived by the Parties unless that waiver is expressed in writing and signed by a duly authorized representative of each of the Parties.

43. Successors and Assigns. This Lease Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Parties to this Lease Agreement.

44. Waiver. Waiver by either party of any breach of any provision of this Lease Agreement shall not be deemed to be a waiver of any other breach of said provision or any other provision of this Lease Agreement.

45. Unenforceability or Invalid. If any provision of this Lease Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not render the entire Lease Agreement invalid. Rather, the Parties' intention is that the Lease Agreement should be construed as if not containing the particular invalid or unenforceable provision, and the rights and obligations of each party should be construed and enforced accordingly.

46. Notices. All notices required and/or sent under this Lease Agreement shall be delivered by hand or courier or sent to the Parties by postage-paid first class mail at the following addresses until either party notifies the other party of a change in the notifying party's address:

Landlord:	Sunset on Seneca Campsites, L.L.C. Attn.: William Shangraw/Carolynn Shangraw 8449 Lower Lake Road Lodi, New York 14860-9623
-----------	--

Tenant:

Adult #1 _____

Adult #2 _____

Child under 18 years old: _____

Child under 18 years old: _____

47. Joint Efforts. The Parties agree that this Lease Agreement shall be deemed for all purposes prepared through the Parties' joint efforts and shall not be construed against one party or the other as a result of the preparation, drafting, submittal, or other event of negotiation, drafting or execution of this Lease Agreement.

48. Good Faith. The Parties agree to perform their obligations under this Lease Agreement, in all respects in good faith.

49. Titles, Headings and Indexes. Titles, headings and indexes of sections of this Lease Agreement are for convenience of reference only and shall not affect the construction of any provision of this Lease Agreement.

LANDLORD

TENANT

By: _____

By: _____

Name:

Name:

Title: Managing Member of Sunset on Seneca Campsites, L.L.C.

Date: _____

Date: _____

Campsite # _____ Trailer or Camper? _____

Tenant/Tenants Name _____

Address _____

Telephone Number _____ Email: _____

EXHIBIT "A"

SUNSET ON SENECA CAMPSITE'S RULES AND REGULATIONS

1. A Tenant may have no more than two pets on the Property. A Tenant is not allowed to have a Pit Bull, Doberman, Chow Chow or Rottweiler on the Property or in the Campground. All pets on the Property or in the Campground must be leashed at all times. Tenant must clean up after Tenant's pet(s). Tenant must submit proper up-to-date shot records to Landlord for filing. Tenant is responsible for any claim, loss or damage caused by Tenant's pet(s). Landlord, at any time, may request a pet be removed from the Property or the Campground.

2. The speed limit in the park is 5 miles per hour. Tenant is responsible for Tenant's guests, invitees and family members' compliance with the speed limit in the Campground.

3. Tenant is not allowed to cut or remove any trees, flowers, shrubs, foliage or any other similar item without prior written approval from Landlord.

4. Tenant must accompany at all times any children under the age of seven (7) on the Property or in the Campground. Tenant is responsible for any claim, loss or damage caused by Tenant's children, guests, invitees or other family members.

5. Generators, electric hot water heaters, electric stoves, washing machines, dryers, dishwashers and **electric space heaters** are not allowed on the Property or in Tenant's camper or trailer. Any occurrence where a Tenant is found to have violated this rule there will be a \$25.00 penalty to cover costs occurred and the item such as a heater must be removed from the campground.

6. Tenant may not leave outside camp lights on all night. Nor may a camper leave lights on inside the camper during times they are not at the campsite.

7. Quiet time in the Campground is from 11:00 p.m. until 7:00 a.m. Tenant may not play loud music or make any other similar loud noises during quiet time.

8. Check out time is at 11:00 a.m.

9. Tenant must have all household garbage securely contained in plastic bags. All fish, meat and/or poultry items must be wrapped in a newspaper and doubled bagged before being placed in the Campground dumpster. Tenant is responsible for the removal of Tenant's own trash (e.g., microwave ovens, vacuum cleaners, metal objects, carpets, chairs, etc.).

10. Tenant must keep all fires within the fire pit, fire ring or fireplace. Tenant may not have a fire on the Property that exceeds five (5) feet. Tenant must extinguish all fires prior to leaving the Property. Tenants shall not burn leaves or garbage in their fire rings.

11. No one shall drive motor vehicle on the grass.

12. There will be no washing of vehicles, which includes but is not limited to boats, trucks, cars, SUVs, etc.

13. Tenant will park his or her vehicles and boat at Tenant's Property. If there is no room for a boat, the boat should be parked in the designated boat area.

14. There will be one trailer/camper per site. With Landlord's permission, a small pup tent is allowed for small children. No other tents/campers are allowed on Tenant's Property.

15. Tenant and Tenant's guests, invitees and family members must wear helmets while bicycle riding within the Campground. Bicycle riding is not allowed on the hill going up to Section D of the Campground.

16. Motorized pleasure vehicles (e.g., ATV's, mini bikes, go carts, golf carts, etc.) are not allowed on the Property or in the Campground. (Electric Golf Carts are allowed by permit. See the office)

17. Tenant is not allowed to have an unlicensed person operate a vehicle on the Property or in the Campground.

18. Campground playground is open until dusk. Only children 12 and younger are permitted to use the playground.

19. Dangerous materials are not allowed on the Property or in the Campground. Tenant shall not at any time have anything of a dangerous, inflammable or explosive character on the Property or in the Campground.

20. Firearms are not allowed on the Property or in the Campground.

21. Fireworks are not allowed on the Property or in the Campground.

22. Tenant may not allow a minor to consume or possess alcohol on the Property or in the Campground.

23. Illegal or non-prescription drugs are not allowed on the Property or in the Campground.

24. Unruly, rowdy, immoral, lascivious or intolerable behavior is not allowed on the Property or in the Campground. Tenant and Tenant's guests, invitees and/or family members are to conduct themselves in a respectable manner.

25. Landlord reserves the right to remove any person from the Property or the Campground for any violation of these rules or regulations at any time. Those who are told to leave the campground must do so immediately.

26. NO FIREWOOD SHALL BE ALLOWED INTO THE CAMPGROUND FROM OUTSIDE SOURCES. ALL FIREWOOD MUST BE PURCHASED AT THE CAMPGROUND.