

THIS LEASE AGREEMENT is made this _____ day of _____, 20__ between **FAMILY AFFAIR CAMPGROUND, LLC (“FAC”)**, 9640 Findley Lake Road, North East, PA 16428.

AND

Name _____ (“**Tenant**”)

Address _____ (Street)

Address _____ (City, State, Zip)

Phone # _____ Email _____

Name _____ (“**Tenant**”)

Phone # _____ Email _____

In consideration of the mutual promises hereinafter contained, and intending to be legally bound hereby, Family Affair Campground ("FAC") agrees to lease to the Tenant the right and privilege to use a campsite (“Site”) of the FAC facilities located at 9640 Findley Lake Road, North East, PA 16428 ("Campground") under the following terms and conditions:

1. TERM. The Lease Term begins October 1 and ends September 30 or when this Lease Agreement is signed and expires September 30. The camping season is from May 1 through September 30. The off-season is from October 1 through April 30. During the off-season, the park is closed and may be used for the storage of camper only. Tenant may not enter during the off-season without permission. There is no discount if the camper is removed from the campground during the off-season.

2. RENT. Tenant agrees to pay to FAC Rent of \$1,900.00 plus electric for the right to use the site. Tenant further agrees to pay FAC the Rent in full prior to the use of the site or by May 15, whichever occurs first. If Tenant fails to pay the Rent as of May 15 of the Lease Term, FAC’s obligations to Tenant under this Lease Agreement shall terminate. Upon termination, FAC shall have the right but not the obligation to remove tenant’s property from the site. See Exhibit B Abandoned Property Policy in the event that FAC or Tenant terminates the lease.

A deposit of \$200.00 is due on or before October 1 to guarantee Tenant’s site for the next season. Outstanding balances must be paid in full before a deposit is accepted. If site fee is paid in full by December 31, Tenant is given a \$50.00 discount. If credit cards or Paypal are used to pay the site fee, Tenant will incur a 3% credit card fee.

3. FAC RULES & REGULATIONS. Tenant agrees to use the Site for camping only. Tenant agrees that the Site cannot be sublet except with the written consent of FAC. Tenant also agrees to comply with all Family Affairs Campground, LLC Rules and Regulations (“**Rules and Regulations**”) in effect or as may be amended during the Lease Term. A copy of the current FAC Rules and Regulations are attached as “**Exhibit C.**”

4. UTILITIES. FAC shall provide a water and an electrical service “hook up” at the Site. Sites within the Campground will be provided with either a “hook up” to the sewage disposal system or will be provided a weekly “pick up” service. FAC will also provide garbage dumpsters at a common location, and no outside debris shall be placed in the dumpster. Public rest rooms and general maintenance of the common areas will also be provided. It is the Tenant’s full responsibility to provide a proper working electrical cord to the FAC electrical box. Tenant shall also provide a working water hose from FAC’s water connection to the camper. Tenants who have direct sewage system connection are responsible for the correct hose connection to the sewage system. A properly working gate valve on all campers, whether they are direct sewage connection or “pick up” service, needs to be maintained. Tenant shall supply and maintain a backflow prevention devise at all times at FAC’s water connections.

5. ALTERATIONS. Tenant agrees to accept the site in an AS-IS condition and agrees to maintain the site within the boundaries. Tenant also agrees that no alterations shall be made to the site without the consent of FAC. Sheds and decks need written permission. At the end of the lease when camper is permanently removed from campground, the site is to be cleared of all debris, including but not limited to sheds and decks. If cleanup is necessary by FAC, a fee will be charged to camper.

6. RELEASE AND INDEMNIFICATION. FAC and FAC's agents and employees shall not be liable to Tenant, and Tenant assumes sole responsibility for any cost, expense, damage or loss to Tenant, Tenant's family and/or Tenant's guests, or any property of Tenant in or about the Site, arising from or relating to any cause whatsoever, including, without limiting the generality of the foregoing: (a) theft, fire, mysterious disappearance, animals and/or acts of God; or (b) fracture, breakage, leakage or obstruction of the water, plumbing, sewer or water pipes or of the electric power provided by FAC; or (c) by reason of the elements; (d) the carelessness, negligence (active or passive) or improper conduct on the part of FAC or FAC's agents, employees or guests. Tenant also agrees and shall indemnify, defend and hold harmless FAC and FAC's agent and employees from and for any and all losses, payments, expenses, damages to property or injuries to persons occasioned by Tenant or Tenant's agents, guests, invitees or from any cause or reason whatsoever arising out of or by reason of the occupancy of the Tenant of the Site or use by the Tenant of the common areas of the Campground.

7. INSURANCE-LIABILITY. Tenant, at Tenant's own cost and expense, shall obtain and provide and keep in full force for the benefit of FAC, during the Lease Term, and/or any period in which Tenant stores its property at the Site pursuant to Paragraph 11 of this Campsite Lease Agreement, general public liability insurance insuring Tenant and FAC against any and all liability or claim of liabilities arising out of, occasioned by, or resulting from, any accident or conduct of the Tenant, Tenant's family or guests, in or about the Site and/or the Campground, from injuries to any person or persons for limits of not less than \$100,000 for injury to any one person and \$300,000 for injuries to more than one person in any one accident or occurrence, and for loss or damage to the property of any person or persons, including FAC, for not less than \$ 100,000. The policy or policies of insurance shall be of a company or companies authorized to do business in the Commonwealth of Pennsylvania. Tenant shall produce proof of said insurance upon request by FAC.

8. INSURANCE-PROPERTY. Tenant may, at Tenant's own cost and expense, obtain and provide and keep in full force an insurance policy for all of Tenant's property kept at the Site. Tenant hereby releases FAC and FAC's agents and employees from any and all claims for loss or damage to Tenant's property that are caused as a result of risks which are insured by any such insurance policy purchased by Tenant or which would be insured if Tenant had purchased an insurance policy.

9. NO WARRANTY. FAC hereby disclaims any implied or express warranty, guarantee or representations of the nature, condition, safety or security of the Site and/or the Campground. Tenant hereby acknowledges that Tenant has inspected the Site and Campground, or has waived the right to do so, and hereby acknowledges and agrees that FAC does not represent or guaranty the nature, condition, safety or security of the Site and/or Campground.

10. RENEWAL. If Tenant has conducted itself in accordance with the provisions of this Lease Agreement and the FAC Rules and Regulations, Tenant shall have the option to lease the Site for the following season upon deposit of \$200.00 made by October 1. A \$50 discount is offered if the following year's seasonal fee is paid in full by December 31. Non-returning Tenants will be charged a monthly storage fee of \$125.00 starting on October 1 for as long as the camper is left at the campground to include the off-season period of October 1 through April 30. After that, the camper needs to be removed and the Abandoned Property Policy, Exhibit B will take effect. The park and roads are closed and the equipment and staff are not available from October 1 through May 1. Therefore, campers who are not returning will not be permitted to pull their camper from the campground during that time period. Any camper that is not renewing the Lease Agreement and fails to make the monthly storage fee payment will be subject the Abandoned Property Policy, Exhibit B.

11. TERMINATION. In the event that Tenant chooses to terminate the Lease Agreement, Tenant agrees that the seasonal fee is not refundable. FAC may terminate this Lease Agreement upon Tenant's breach of any violation of the FAC Rules and Regulations or Tenant's involvement in any illegal activity on Campground property. In the event FAC elects to terminate the Lease, Tenant shall not be discharged from any of the obligations or liabilities for the remainder of the lease period, and the seasonal fee is not refundable.

12. PROPERTY REMOVAL/ABANDONED PROPERTY. If the Lease Agreement is terminated, whether terminated by Tenant or FAC, or if the lease has expired and Tenant has not renewed, Tenant agrees that it has ten (10) days to claim their property in writing or it will be considered abandoned property. See the Abandoned Property Policy , Exhibit B. FAC shall not be liable for any loss or damage to Tenant's property suffered during the removal and/or storage of Tenant's property.

13. UNENFORCEABILITY OR INVALIDITY. Whenever possible, each provision of this Lease Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Campsite Lease Agreement shall be invalid or prohibited under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Lease Agreement.

14. ADDITIONAL RIGHTS. Any and all provisions in this Lease Agreement relating to FAC's rights upon the breach of Tenant's obligations under this Lease Agreement are in addition to, and supplemental of, any and all rights, claims or remedies existing at law or in equity.

15. ASSUMPTION OF RISK. Reasonable effort has been made to make the Campground safe for the Tenant. Anyone using Campground facilities do so at his or her own risk as FAC will not assume any responsibility for Tenant's safety. FAC assumes no responsibility for loss or damage of personal property.

16. SITE MAINTENANCE. Tenant will, throughout the term of this Lease Agreement and any renewals or extensions, at Tenant's own expense and risk, keep the site neat, weeds and grass trimmed, and the exterior of their camper in good repair and appearance. Only lawn furniture is to be used outside of the camper (no couches, chairs, etc.). No garbage or other items are to be left outside.

If there is a need for the Landlord to do upkeep on the Site, there will be charges for those services which will be passed onto Tenant as Additional rent. Tenant is responsible for securing Tenant's property at all times.

Tenant is responsible for lawncare at their site. If it is necessary to dispatch FAC staff to mow the grass because tenant fails to do so, the fee will be \$15.00 for each mowing.

17. CAMPERS/TRAILERS. Campers and/or trailers more than ten (10) years old are not permitted to enter FAC. When an existing Tenant camper and/or trailer is more than ten (10) years old, it is subject to a yearly inspection to determine if it will qualify for a renewal under the lease terms. If the camper does not meet the requirements of FAC, Tenant will receive a written notice.

18. RIGHT OF INSPECTION. FAC shall be entitled to enter upon the Site and inspect the Site at any time for utilities and/or safety concerns as deemed by FAC.

19. LEGAL COSTS. FAC is entitled to recover its reasonable attorney's fees, costs and necessary disbursements incurred in order to enforce any of the terms or conditions of this Lease Agreement.

20. ASSIGNMENT. This Lease Agreement may not be sold, assigned or transferred by Tenant without prior written approval of FAC. Any camper, shed, or deck that is going to remain on site must have the written approval of FAC prior to being sold and/or purchased.

21. FORCE MAJEURE. FAC shall not be deemed in default with respect to its performance of any terms or conditions under this Lease Agreement if any failure of FAC's performance is due any restrictions of law, regulations, orders or other governmental directives, epidemic, fire, explosion accident flood acts of God or other similar events.

22. CHOICE OF LAW. This Lease Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

23. PRIOR AGREEMENTS. This Lease Agreement supersedes all prior agreements, understandings and representations.

24. MODIFICATIONS. Any changes or modifications to this Lease Agreement shall be in writing.

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The parties have hereunto set their hands, all as of the same day and year first above written.

FAMILY AFFAIR CAMPGROUND, LLC

(Signature)

(Print Name)

(Date)

TENANT

(Signature)

(Print Name)

(Date)

(Signature)

(Print Name)

(Date)

**Family Affair Campground, LLC
Exhibit A
General Tenant Information**

20__ Season

Description of the RV/trailer to be placed on the leased site is as follows:

Make _____

Model _____

Year _____

Color _____

Serial _____

Size _____ x _____

Names, birthdates and relationship to Tenant of children expected to use tenant's site:

Family Affair Campground, LLC
Exhibit B
Abandoned Property Policy

FAC is not responsible for property left behind. Upon the expiration or termination of this Lease Agreement, FAC has the right to remove Tenant's property from Tenant Site and store Tenant's property in any available area within or outside of the Campground.

In accordance with *48 Pa.C.S. §1331*, property left behind will be assumed to be abandoned if not claimed in writing within ten (10) days of the termination or expiration of this Lease Agreement.

If claimed by Tenant within ten (10) days, FAC will only hold the property for an additional ten (10) days. Any and all Property not removed within ten (10) days of claiming the property will be considered abandoned and will be disposed of by FAC in any manner it deems appropriate without any liability.

I have read and agree to the FAC Abandoned Property Policy as stated.

TENANT:

(Signature)

(Signature)

(Print name)

(Print name)

(Date)

Family Affair Campground, LLC
Exhibit C
Rules and Regulations

1. All Seasonal Tenants must check in at the office on their first visit to the campground for the season.
2. Family includes 2 adults and biological, adopted or legal ward children under 18 years old. All others are considered visitors and are required to pay a guest fee. Tenants have the option to purchase a \$100.00 guest fee, which allows their guests to enter the campground without having to pay the guest fee. Seasonal campers and guests are required to have a hang tag in their vehicle at all times.
3. Parents are responsible for their children at all times. Children under 14 must be accompanied by a parent to the pool and fishing pond.
4. Speed limit on campground roads is 5 MPH.
5. Bicycles are to be back at the campsite by 8:30 PM.
6. All children must be back at their campsite by 11:00 PM. If parents do not enforce this rule, they will be asked to take their children home.
7. Putting up a tent on your site other than for your minor children requires paying a non-electric site fee per night per tent. Tent must be taken down when not in use or when tenant leaves the campground.
8. Sites must be kept neat (i.e. camper clean, debris picked up, wood stacked, no trash heaps). Violators will be notified once in writing. If no action is taken, the site will be cleaned up at the tenant's expense.
9. Only one shed is allowed per site and needs to be approved by FAC prior to installation.
10. Decks and sheds need approval prior to construction or installation. Decks and sheds need to be maintained for appearance and safety.
11. Only 2 vehicles are permitted at a site. Extra cars are to be parked in the public areas.
12. Campfires must be attended. Tenant is responsible for damage caused by improper care of campfires.
13. Fences are prohibited. Decoration and landscape fences need permission.
14. Yard sales can be held at campsites on the weekends of Memorial Day, July 4th, Jamboree and Labor Day.
15. Discharge of firearms or explosives of any type is not allowed. This includes air guns, archery equipment, slingshots, and fireworks, or any other weapons that can be construed as weapons of defense or offense.
16. Hunting is not permitted on FAC property.
17. As a common courtesy, there is no cutting through other camper's sites—stay on the roads.
18. Pets are allowed at the campground but are required to be on a leash and kept quiet and controlled by Tenant. You must clean up after your pet. Pets must not be left outside and unattended at campsite. Children are not to walk dogs that they cannot control. All dogs brought onto the campground must have proof of Rabies Vaccination.
19. Tenant should not deface or cut trees or plants for any reason.
20. Electric golf carts in proper working order and condition are permitted and must be driven only by persons that have a valid, unrestricted driver's license. Mini bikes, 3 & 4 wheelers and unlicensed motorcycles are prohibited.
21. Quiet hours are from 11:00 PM to 8:00 AM., and music or loud noise of any kind is not permitted. Music during non-quiet hours shall not be excessive, vulgar or demeaning.
22. Pennsylvania law requires all waste water, to include grey water, to be held in tanks and to be dumped into facilities designed for this purpose. Violations will not be tolerated.
23. All visitors must be registered at the office, regardless of their length of stay or if Tenant has a Seasonal Guest Pass. Campers are responsible for the conduct of their visitors. Guest fees do not include the use of camper if Tenant is not present. The Seasonal Guest Pass fee must be paid in full before it will be applied to any guests.
24. The pond is for "catch and release" fishing only. No swimming or floating devices of any kind permitted.
25. Children under the age of 14 are not permitted to be in the pool area without an adult. A teenage sibling does not qualify as an adult. Swimmers must wear a bathing suit (no cut-offs), no food, gum, or beverages are to be taken inside the pool area. Horse play, running and diving are strictly prohibited.

By initialing here, I acknowledge that I have read the Lease Agreement and the Exhibits, including the Rules and Regulations.