# FAMILY AFFAIR CAMPGROUND
## Seasonal Camping Lease Agreement: 2027 Season

In consideration of the mutual promises hereinafter contained, and intending to be legally bound hereby, Family Affair Campground ("FAC") agrees to lease to the CAMPER 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 (or when this Lease Agreement is signed) and expires on 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 campground is closed and cannot be used, and vehicle traffic is not permitted on the campground roads.

**2. RENT.** Camper agrees to pay FAC Rent of $2,000.00 plus electric for the right to use the site. The site fee is due in full by May 15 or the first time the campground is used, whichever comes first.

A non-refundable deposit of $500.00 and a signed lease is due by September 30 to guarantee CAMPER’s site for the next season. If site fee is paid in full by December 31, CAMPER will receive a $50.00 discount. If credit cards or Paypal are used to pay the deposit or any portion of the site fee, a 3% credit card fee will be charged for that portion of payment.

CAMPERS new to FAC will pay a non-refundable one-time setup fee of $250.00 when they sign a lease agreement.

If the site fee is not paid in full by May 15, FAC will have to right to suspend the use of CAMPER’s site until the site fee is paid in full. Beginning May 15 and every month to follow, a late fee of $100.00 will be charged on the 15th of each month.

**3. UTILITIES.** FAC shall provide a water, electric, and sewer hookup at each site. If a site is not on direct sewer, FAC will provide a weekly pickup. FAC will provide garbage dumpsters, and no outside debris shall be placed in the dumpsters. Dumpsters are for day-to-day household garbage only that is generated inside the campground.

**4. ALTERATIONS.** CAMPER accepts the site in an as-is condition and agrees to maintain the site within the boundaries. No alterations shall be made to the site without the consent of FAC. Sheds and decks need written permission. If the lease is terminated or not renewed and the camping unit is permanently removed from campground, the site is to be cleared of all debris, including but not limited to sheds, decks and rubbish, and the debris is not to be dumped on FAC property or in FAC’s dumpsters. If cleanup is necessary by FAC, a fee will be charged to CAMPER. Dumpsters are for day-to-day household garbage only that is generated inside the campground.

**5. SITE MAINTENANCE.** CAMPER will keep the site neat, weeds and grass trimmed, and the exterior of their camping unit 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 FAC to do upkeep on the site, there will be charges for those services. If it is necessary to dispatch FAC staff to mow the grass and tend to the weeds because CAMPER failed to do so, there will be a minimum fee of $15.00 for each service.

**7. RENEWAL.** If FAC agrees CAMPER may renew for the following camping season, CAMPER will pay a nonrefundable deposit of $500.00 and submit a signed Lease Agreement by September 30. If CAMPER does not renew the Lease Agreement for the following season, CAMPER needs to clean the site and remove all debris including but not limited to camping unit, sheds, decks and rubbish by September 30. If FAC is required to remove any of these items, CAMPER will incur a cleanup fee. A storage fee of $10.00 per day will be assessed until all items are removed.

**8. TERMINATION.**

- FAC may terminate this Lease Agreement upon CAMPER’s breach of the FAC Rules and Regulations, acts or behavior deemed inappropriate by FAC, or CAMPER’S involvement in any illegal activity on campground property. In the event FAC elects to terminate the Lease Agreement, CAMPER shall not be discharged from any of the obligations of the Lease Agreement, and the seasonal fee is not refundable.
- If CAMPER terminates the Lease Agreement at any time during the off-season and items are remaining at FAC including but not limited to camping unit, deck or shed, CAMPER agrees to pay a storage fee of $1,400.00 for the seven months of October through April. During the off-season, the park is closed and cannot be used, and vehicle traffic is not permitted on campground roads. CAMPER needs to clean the site and remove all debris including but not limited to camping units, sheds, decks and rubbish by May 15. If FAC is required to remove any of these items, CAMPER will incur a cleanup fee.
- If CAMPER terminates the Lease Agreement after May 1, the entire site fee is due in full by May 15. CAMPER will have ten (10) days to claim their property. See ABANDONED PROPERTY POLICY.

**9. 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 CAMPER's property from CAMPER Site and store CAMPER'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 CAMPER 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.

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

**6**. **GOLF CART INSURANCE**. All golf carts operating on campground property must have site numbers clearly posted on golf cart. Proof of golf cart insurance needs to be given to FAC. 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. Speed limit for golf carts shall not exceed 5 MPH. FAC is exempt from numbering their golf carts.

**11. CAMPING UNITS/TRAILERS**. Camping units more than ten (10) years old are not permitted to enter FAC. When an existing camping unit 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 camping unit does not meet the requirements of FAC, CAMPER will receive a written notice, and the CAMPER will have the right to remain on the site with the camping unit until the end of the lease term, at which time the camping unit will need to be removed at the CAMPER's expense. Any camping unit to be sold by CAMPER and remain on site needs written approval by FAC. FAC retains the sole right to modify this policy.

If an existing CAMPER upgrades their camping unit during the lease term, they will pay a one-time setup fee of $250 for the removal of their existing camping unit, preparation of the site for the upgraded camping unit, and setting of the upgraded camping unit. If the moving of decks or shed is required during this process, additional fees will be applied as necessary. FAC is not responsible for any damage to the site during this process.

If a CAMPER has their camping unit removed from the campground for any reason, i.e., winter storage off-site or service on the camping unit, there will be a $100.00 fee for FAC to remove the camping unit and another fee of $100.00 to reset the camping unit when it returns to FAC. If the moving of decks or shed is required during this process, additional fees will be applied as necessary. FAC is not responsible for any damage to the site during this process.

If an existing camping unit requires leveling while on site without moving the camper out and FAC agrees to do the work, an estimate will be given by FAC prior to any work performed.

**12. SALE OF CAMPING UNITS**. All sales of currently erected or placed camping units, including but not limited to trailers, campers, decks, carts and any and all personal property located on the campground, which are anticipated or contemplated to be sold and remain at the campground, are subject to written approval by FAC. FAC may withhold approval of a sale for any reason, including age of the camping unit and application of the new CAMPER. Failure to obtain prior written approval of a sale shall be considered a breach of this Lease Agreement. FAC retains the sole right to modify this policy.

**13. 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.

**14. 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. CAMPER hereby acknowledges that CAMPER 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.

**15. 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.

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

**17. 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.

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

**19. RELEASE AND INDEMNIFICATION**. FAC and FAC's agents and employees shall not be liable to CAMPER, and CAMPER assumes sole responsibility for any cost, expense, damage or loss to CAMPER, CAMPER's family and/or CAMPER's guests, or any property of CAMPER 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. CAMPER 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 CAMPER or CAMPER's agents, guests, invitees or from any cause or reason whatsoever arising out of or by reason of the occupancy of the CAMPER of the Site or use by the CAMPER of the common areas of the Campground.

**20. INSURANCE-LIABIITY**. CAMPER, at CAMPER'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 CAMPER stores its property at the site a general public liability insurance insuring CAMPER 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 CAMPER, CAMPER'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. CAMPER shall produce proof of said insurance upon request by FAC. CAMPER may, at CAMPER's own cost and expense, obtain and provide and keep in full force an insurance policy for all of CAMPER's property kept at the site. CAMPER 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 CAMPER had purchased an insurance policy.

**21. 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.

**22. ADDITIONAL RIGHTS**. Any and all provisions in this Lease Agreement relating to FAC's rights upon the breach of CAMPER'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.

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

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

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

**26. BREACH OR DEFAULT**. A breach or other default by CAMPER of any condition of this Lease Agreement including FAC Rules and Regulations shall allow FAC to terminate the Lease Agreement immediately. FAC's decision not to terminate the Lease Agreement upon CAMPER's breach or default does not affect FAC's right to terminate the Lease Agreement upon a similar or other subsequent breach or default. In the event FAC terminates the Lease Agreement, FAC shall provide CAMPER written notice thereof, to be delivered personally or by regular U.S. Mail. Upon termination of the Lease Agreement, CAMPER must remove CAMPER's camping unit, and any and all personal property located on the campground, within seven (7) days of receipt of a hand-delivered notice of termination, or within ten (10) days of a notice that is mailed via regular U.S. Mail. Upon CAMPER's failure to remove a camping unit and personal property within the prescribed time limits after termination of the Lease Agreement, CAMPER shall be trespassing. FAC may seek relief from a court for ejectment and removal of a CAMPER and CAMPER's camping unit and personal property, together with damages, including any unpaid fees under this Lease Agreement and reasonable attorney fees and costs.

**RULES & 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. CAMPERS 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.** Speed limit on campground roads is 5 MPH.

**4.** Bicycles are to be back at the campsite by 8:30 PM. Mini bikes, electric bikes, 3 & 4 wheelers and unlicensed motorcycles are prohibited.

**5.** All children must be back at their campsite by 11:00 PM.

**6.** Putting up a tent on a site other than for CAMPER'S minor children requires paying a non-electric site fee per night per tent. Tent must be taken down when not in use or when CAMPER leaves the campground.

**7.** Sites must be kept neat and clean. Violators will receive a notice. If necessary, the site will be cleaned at the CAMPER'S expense. Camping units should be washed yearly if needed to keep appearance neat and clean.

**8.** Decks and sheds need approval prior to construction or installation. Decks and sheds need to be maintained for appearance and safety. No digging of holes.

**9.** Only 2 vehicles are permitted at a site. Extra cars are to be parked in the public areas.

**10.** Campfires must be attended. CAMPER is responsible for damage caused by improper care of campfires.

**11.** Fences are prohibited. Decoration and landscape fences need permission.

**12.** Yard sales can be held at campsites on the weekends of Memorial Day, July 4th, Jamboree and Labor Day.

**13.** 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.

**14.** Hunting is not permitted on FAC property. CAMPER should not deface or cut trees or plants for any reason.

**15.** As a common courtesy, there is no cutting through other CAMPER's sites—stay on the roads.

**16.** Pets are allowed at the campground but are required to be on a leash and kept quiet and controlled by CAMPER. CAMPERS must clean up after pets. Pets must not be left outside and unattended at campsite. Children are not to walk dogs that they cannot control. CAMPERS in violation should be reported immediately to FAC. All dogs brought onto the campground must have proof of rabies vaccination.

**19.** 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.

**20.** 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.

**21.** All visitors must be registered at the office, regardless of their length of stay or if CAMPER has a seasonal guest pass. CAMPERS are responsible for the conduct of their visitors. The seasonal guest pass fee must be paid in full before it will be applied to any guests. CAMPER is responsible for guest fee if guest does not pay visitor fee. Guests and adult children cannot use the site without CAMPER present.

**22.** The pond is for "catch and release" fishing only. No swimming or floating devices of any kind permitted.

**23.** 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.

Name _____("**CAMPER**")

Address _____ (Street)

Address _____ (City, State, Zip)

Primary phone: _____ Email _____

Secondary phone: _____ Email _____

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

Make _____ Model _____

Year _____ Size _____

By signing below, I (CAMPER) agree that I have read and understand pages 1, 2, 3, and 4 of the Lease Agreement for the 2027 camping season.

_____ _____

(Signature) (Signature)

_____ _____

(Print Name) (Print Name)

_____ _____

(Date) (Date)

**FAMILY AFFAIR CAMPGROUND, LLC** **Site Number:** _____

_____ Glenn and Michele Cessna

(Signature) (Print Name)

_____

(Date)