

CANARY BEACH RESORT, LLC
R.V. SITE RENTAL AGREEMENT

AGREEMENT made between Canary Beach Resort, LLC., 17405 County Road 28 Villard, Minnesota, hereinafter referred to as "Resort", and _____, hereinafter referred to as "Tenant".

OFFER OF LEASE

The Resort offers to lease to Tenant for the 2017 season, hereinafter defined, a seasonal R.V. site on terms and conditions set forth hereunder.

TERMS AND CONDITIONS OF LEASE

1. **R.V. Site Designation:** The Resort leases to Tenant R.V. Site No. _____, which is designated on the site's electrical meter, together with access to amenities of the Resort made available at the discretion of the Resort, including, but not limited to, lawn, beach, trails, fish cleaning, boat launch, boat parking area, laundry and shower houses. The resort will maintain a current Minnesota Department of Health Resort license and Campground license and pay for an annual water test of its wells. The resort will also obtain water use and other permits as required by the Pope County Minnesota Sheriff's Department as well as other state agencies.

2. **Resort Season:** The term of this lease is for the 2017 season ending September 30, 2017, unless terminated earlier as set forth below.

3. **Rent:** The Tenant agrees to pay to Resort a rent of \$_____. Additional rent shall be paid for services the Tenant elects to receive, if those services are available, including the following:

- a. Boat slip: \$300.00 per season (due at the time of boat lift installation). There is a \$50 discount for assisting during Dock In and a \$50 discount for assisting during Dock Out (May be a designee.)

_____ I desire a boat slip for 2017. (Current owners have first opportunity to reserve. There is a waiting list for boat slips in the office, which will be honored by requested date.)

Rent shall be payable as follows: \$500.00 deposit, the receipt of which is due upon signing and returning this lease; (should be completed by September 15th, 2016), one-half of the balance shall be due February 1st, 2017, and any remaining balance shall be due on or before June 1st, 2017. **A late fee of \$30.00 will be charged for each month, or fraction thereof, in which the payment of a rent installment is delinquent. After 30 days the camping unit will be considered abandoned.**

4. **Utility:** The Resort will provide the R.V. site with septic system hookup, water, and lawn mowing. The Tenant is responsible for paying the electrical usage. The meter will be read by the Resort on August 1st and the end of season, and charged @ .15 KWH. Lawns will be mowed as needed at the discretion of the Resort. The Resort will maintain the beach, lawns, recreational amenities, and roads of the Resort. The septic system hook-up must be serviceable without leaks. Please turn off the campsite water spigot when leaving the campsite overnight.

5. **Garbage:** Tenant is responsible for garbage and refuse disposal. Resort will make available a dumpster for disposal of household waste only. Items such as furnishings, T.V's, microwaves, mattresses, box brings, lawn furniture (including plastic and folding chairs), boat tarps, demolition/construction materials, carpeting, fish guts, lead acid batteries, paint and hazardous chemicals are not permitted in the dumpsters. **WE ENCOURAGE RECYCLING.** Please use the Co-mingled recycling bins available for cans, glass, plastic and cardboard.

6. **Lot Improvements:** Any lot improvements, including antenna installation, grading, filling, vegetation alterations, outside storage containers, fences, decks, etc. must have prior written approval of the Resort and recorded on the "notes section" of this agreement. The resort must be informed of any service work performed by a vendor to a camping unit prior to the work.

Initial: _____

Page: 1 of 3

7. Guests: The Tenant is defined as the person who has signed this lease, his or her spouse, and dependent children age 18 or younger or grandchildren 18 or younger listed on this agreement. All other visitors, whether family or friends, are considered guests whether day or overnight. All guests must be pre-registered by the Tenant (State of Minnesota Innkeepers Law). There will be no fee for pre-registered guests, however, if the Tenant fails to pre-register a guest, the guest may be asked to leave the property. The maximum number of guests per site is limited to four (4) subject to waiver at the Resort's sole discretion. **Guests are not permitted to occupy a camping unit without the tenant present.**

8. Resort Rules and Regulations: This campsite has parking for only two vehicles. Additional vehicles, and the parking of boats for other than loading and unloading, are not allowed by the campsite area. When not in use all boats must be parked in the boat parking area accessed off 175th Street from country Road 28. Valuable items should be stored in your camper. Campfire rings must be portable and not destroy the grass in any manner when used. To clean your fire ring, put the cold ashes in a bag and place them in the dumpster. Watering your lawn with Resort well water is prohibited. No lot extends to the lake. Lake frontage is available for use by all resort guests. No parking is ever allowed near the boat launch area. **Firewood, other than construction wood, is not allowed to be brought into the resort. Pets are not allowed under any circumstances. Fireworks are not permitted.** Please inform your guests of these policies.

9. Trailer and Lot Maintenance: Tenant shall keep the trailer/R.V. in a well-maintained, good working condition, and the R.V. site in a neat appearance. Water connections and camping unit waste tank valves must be in good condition with no holes, cracks or leaks. Grills, picnic tables, fire burners and chairs must be secured during the night time. During the 2017 season (about May 20th) we will be treating the camper for insects; we provide this as an amenity. The camping unit must be washed prior to treatment.

10. Selling your trailer on site: For Sale signs are not permitted while the unit is on the campground. Camping units must be removed if sold.

11. Use of Premises: The Tenant shall use the premises for residential purposes only and will not permit any condition, which is dangerous, constitutes a nuisance, or unreasonably disturbs the quiet enjoyment and repose of other tenants, the Resort or their guests. Speed limit on the resort is 6.5 mph. The Tenant and their guests shall not damage or destroy the property of the Resort, of other tenants, or their guests, and shall not do anything to damage the business of the Resort, its good will and reputation. We reserve the right to use photos taken on the resort for promotional purposes.

12. Subletting: In the event a guest desires to allow a friend/family member to use the camping unit in the tenant's absence the occupant must register with the resort and pay the normal camping rate of transitional camping. **TENTS erected by the campsite, regardless of occupant, will be considered as a separate camping unit and pay the normal camping rate.**

13. Termination: This agreement may be terminated by the Resort at its sole discretion at any time in the event the Tenant fails to pay rent when due, or violates any other of the terms of this agreement, including the Resort rules and regulations. The Tenant shall be responsible for payment of the full rent in the event of early termination of the lease under this provision. Upon termination of the agreement, unless Tenant has entered into a rental agreement for the next season, the Tenant shall immediately remove all property of the Tenant from the site and the resort, including all decks, patios, sheds and refuse.

14. Assignments: This agreement is personal between the Tenant and Resort and the rights and obligations may not be assigned by Tenant without the written consent of Resort, which consent may be given or withheld at the Resort's sole discretion.

Initial: _____

Page: 2 of 3

Tenant agrees he/she has read and understands the terms of this agreement and the rules and regulations of the Resort, and agrees to abide by all of the terms and conditions stated.

Make, Model, year and length of trailer/camping unit:

Is camping unit insured? Yes / No

List of all Tenants names and ages of minors:

_____	_____
_____	_____
_____	_____
_____	_____

Other/notes:

Dated: _____

Tenant Signature: _____ Print Name: _____

Tenant Signature: _____ Print Name: _____

Home Address: _____

City, State, Zip code: _____

Home phone: _____ Cell Phone: _____

Email: _____ (Please make sure your email filter accepts resort emails.)

CANARY BEACH RESORT, LLC
17405 County Road 28
Villard, MN 56385

_____ Dated: _____

by: Harold or Rosemarie Kraft,
Scott or Christine Olschlager, Owners