

**Mountain Ridge Trails Resort LLC
Seasonal Campsite Lease
2020**

THIS LEASE AGREEMENT is made this _____ day of _____, 2020 between Mountain Ridge Trails Resort, LLC (hereinafter called Landlord), with a mailing address of 147 Woodland Dr., Berlin, PA 15530,

AND

Name _____ (hereinafter called Tenant)

Address _____

(Street)

(City)

(State)

(Zip)

Phone # _____ Email _____

Background: The Landlord operates a recreational facility (the “Park”) that provides trails for the use of ATV’s, motorbikes and other motorized vehicles. Additional recreational facilities and activities may also be offered. This lease will not automatically renew at the end of its term.

In consideration of the mutual promises hereinafter contained, and intending to be legally bound hereby, the parties hereto covenant and agree as follows:

1. **Landlord agrees to lease to the Tenant, site # _____ (“Site”)** located at Landlord’s property in Stonycreek Township, Somerset, County with a physical address of 517 Boone Road, Central City, PA 15926.
2. **The lease term** shall be the camping season beginning May 8, 2020 (or later date of signing) and ending November 1, 2020. No access to the Park or use of the Site will be allowed before or after that date.
3. **The Tenant agrees to pay Landlord**, in full and in advance, rent for the Site in the amount of (\$2,000 with Electric/ \$1,500 without Electric - circle one) for the 2020 season. Payment is due in full by April 25, 2020 or at the signing of this Lease, if later. All rent payments shall be made payable to Mountain Ridge Trails Resort, LLC, 146 Woodland, Dr, Berlin, PA 15530, without any set off or deduction.
4. **The Site is to be used by Tenant only for overnight camping in accordance with the terms of this Agreement and the Rules and Regulations of the Park.** Tenant is permitted to park on the Site; an RV, trailer, camper or similar unit (all referred to herein as a “trailer”).
5. **The Site rental includes** the following services; water (not potable) at a central location but not for direct hookup, dumping station at a discounted fee, garbage disposal at the dumpster, and four (4) season passes for use of Park amenities. Additional season passes will be available for the Tenant to purchase as further discussed in section 23.
6. **Termination of Lease:** This lease can be terminated without notice other than the termination notice, and without a refund by Landlord for any violation of the terms hereof, or of Landlord’s rules, including but not limited to, non-payment of any sums due hereunder, unruly behavior, fighting and disruptive activities or violations of law. Trailers and all other property of the

Tenant will have to be removed from Park within 7 days following receipt of a termination notice. Any time after 7 days there will be a \$50 per day charge for storage. Payment of \$50 per day for storage charges must be paid before Tenant may remove the trailer from the Park.

- 7. Payment default:** If any payment shall be due and unpaid, if default shall be made in any of the agreements or covenants on the part of the Tenant, or Tenant shall violate any of the rules and regulations of the Park or Site, then, and in any such event, it shall be lawful for the Landlord to reenter the Site, and to remove all persons. The Tenant waives the service of any notice in writing of intention to enter. Anything to the contrary in this Agreement notwithstanding the Landlord, upon regaining possession of the Site during the term of this lease, shall have the option of reletting the Site as agent of the Tenant and to receive the rent, applying the same first, to the expenses of such reletting, including the processing fee specified in paragraph 12 of this lease and second, to the amount of rent or other payments due, or to become due under this lease and holding the Tenant liable for any deficiency.
- 8. Default by Tenant:** In the event the Tenant is in default of the covenants of this lease, the Landlord will notify the Tenant in writing and the Tenant will have seven days to correct the problem. If the problem is not corrected, to the satisfaction of the Landlord, the Landlord will have the right to terminate this Lease under paragraph 6 hereof.
- 9. Use after Termination of Lease:** No property of the Tenant, including any Trailer shall be stored on the Site after the expiration of the term of this Lease. In the event the Landlord allows the Tenant's trailer to remain on the property after expiration of this lease, such discretion on the part of the Landlord shall not be construed as an extension of the lease or as a waiver of the Landlord's rights under the law or this agreement. If any property of the Tenant remains on the Site after the end of the term, the Tenant does hereby empower any attorney of any court of record within the United States or elsewhere to appear for it, to waive service of process and in term, time, or vacation, and with or without declarations filed, to confess judgment in ejectment against the Tenant and in favor of the Landlord for possession of the premises together with reasonable attorney's fees and collection expenses.
- 10. An additional Deposit of \$200** will be paid at signing of this lease. The deposit will be held to cover any costs or expenses that Landlord may incur due to Tenant failing to abide by the Lease. The balance of the deposit, accompanied by a statement of any charges due deducted therefrom shall be returned to Tenant at the end of the Lease term, removal of the Tenant's property and compliance with the terms of this Lease. In the event that charges due to the Landlord exceed the amount of the deposit, the Tenant shall be liable for the excess.

General Site Usage

- 11. The Tenant agrees to use the premises for Camping Use Only**, and does certify that the Site cannot be used or occupied by anyone not listed on this lease agreement, without prior written permission from the Landlord. If Tenant chooses to quit camping, or move their trailer off the Site, Tenant shall continue to be responsible to pay any remaining amounts due under this lease or other agreements with the Landlord. There will be no refunds.
- 12. Assignment of this lease agreement by Tenant is not permitted without the consent of the Landlord.** Upon Landlord's approval of Tenant's written application and payment of a \$200 processing fee, Tenant will be permitted to assign Tenant's interest in this lease to a party who assumes, in writing, all obligations of the Tenant under this lease. There will be no subletting.

13. **Tenant must** notify the Landlord if Tenant's trailer is replaced. Tenant must notify Landlord in writing if Tenant decides to sell their trailer and wishes to advertise it on or at the Site.
14. **Tenants will receive a car pass.** This pass is for Tenant's protection so that Landlord's managers and employees will recognize when unauthorized vehicles are on the Park premises. Car passes must be displayed on Tenant's vehicle. Passes will be available at the office.
15. **Parking is limited to Tenant's Site.** If there is not enough room on the Site to park an additional vehicle, Tenant must park extra vehicles in the lot designated for general parking by the Landlord. Empty sites cannot be used for any purpose, including, without limitation, parking vehicles.
16. **Tenant is responsible for** keeping the Site neat, weeds and grass trimmed, and the exterior of their trailer in good repair. Only lawn furniture is to be used outside of the trailer (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. Tenant is responsible for securing Tenant's property at all times.
17. **Site alterations or improvements** such as wooden decks and small storage sheds, etc, are not permitted without first applying for and obtaining written approval from the Landlord.
18. **Tenant's trailer must be portable** and remain capable of removal in the event that it must be moved off the site for any purpose or reason.
19. **Adult supervision:** Tenant agrees that no one under the age of 21 will occupy the Site or the Tenant's trailer without adult supervision. The Tenant agrees that no one under the age of 21 will consume alcohol on the premises. _____ **initial**
20. **Pets must be kept on a leash**, cleaned up after and not left unattended at the Site or on the Park property. No pets are allowed in Park buildings. For the protection of other Park visitors, Tenants with pets on site, must provide written evidence that the pets have current shots. Pets making excessive noise or otherwise creating a nuisance, or other dangerous condition, shall be removed.
21. **Water** is for household use only, there is no washing of vehicles permitted. The Landlord shall not be liable for interruption in furnishing water caused by conditions beyond Landlord's control.
22. **Waste and Refuse.** Tenant agrees to abide by all Park rules relating to the disposal of waste water and refuse. The Site shall at all times be maintained in a clean, safe and sanitary condition.

General Park Usage

23. **Use of Mountain Ridge Trails Resort Property (the "Park") for ATV, motorbike and other activities:** This lease will provide Tenant with four (4) season passes to use the Park with all the rights, benefits, obligations and restrictions provided to other season pass holders. Tenant may acquire additional season passes for **immediate family members**, as defined for Park season passes at \$75 each. A listing of all season pass holders related to Tenant, including ages and contact information will be attached to this lease as Exhibit A.
24. **Park Events:** Tenant and guests will be required to pay entry fees for major events held at the Park during the season. Riding will be restricted or limited during these events.

- 25. Visitors:** Tenant is responsible to register any visitors to the Site or the Park. Visitors to the Site who use an ATV, motorbike or any other motorized vehicle on the Landlord's property and does not have a season pass for the Park, must register at the Park office and pay the listed use fee for their planned use of the Park. There is a \$10 fee for each overnight visitor who has not purchased a daily use or similar pass for the Park. There is an \$8.00 charge for all overnight visitors' pets. These charges are to offset the expenses of security, insurance, maintenance etc. You are responsible to register your visitors. No non-paying visitors are allowed after 10:00 pm. No large parties, congregations of people, loud music, disruptive pets or unruly behavior will be allowed. Landlord may waive the additional rents, however, waiver of payment for one night shall not be deemed a waiver for subsequent nights.
- 26. Waiver Forms** are required to be signed by the Tenant, season pass holders, day pass holders and all visitors to the Site and the Park. **Everyone must sign a waiver form.** Tenant and season pass holders may sign a waiver form at the start of the season that will be kept on file at the Park office.
- 27. Speed limits:** Tenant and Tenant's family and visitors will obey campground and Park speed limits. A speed limit of 5 mph applies to all common areas, including the campground, parking lots and office area. Stop signs and other safety signs will also be followed. Roadways in the Park are used by windmill maintenance personnel and caution driving within Park property is required. A 10 MPH speed limit will be enforced. Should Tenant violate this rule, the Landlord will send a written warning and fine, and the Landlord has grounds for eviction as a violation of the covenants of this lease.
- 28. A Dumpster shall be provided** at the Park for the disposal of normal and reasonable garbage generated at the Park. No hazardous waste or waste requiring special handling shall be deposited in any Park trash receptacle. Any disposal of large items or excessive quantities of trash must be arranged and approved by the Landlord. An additional fee may be charged.
- 29. Noise and Disruption of other Tenants will not be tolerated.** The Tenant will not directly or indirectly make any noise on the Site that annoys other tenants at any time. In addition, there will be quiet time between 10pm and 8am the following day. ATV's, motorbikes, etc. shall not be operated during these quiet hours and hours for trail riding will be posted at the Park office. The Landlord has the full discretion to determine if the noise is disturbing others.
- _____ **initial**
- 30. Alcohol shall be permitted only at Tenant's Site.** Excessive use of alcohol will not be tolerated. Underage drinking or drug use will be reported to the police, and the Lease shall be subject to immediate termination, all passes issued hereunder shall be revoked and offenders will be banned from the Park. We reserve the right to remove you from your Site and the Park without any refund.
- 31. Do not remove trees.** It is absolutely forbidden to cut any trees on the Site or within the Park. Tenant shall not take cut firewood from other sites, whether they are occupied or not. Management reserves the right to remove trees or other objects on the Site for safety or maintenance reasons and temporarily disconnect any utilities without notice.
- 32. The Park is not open year-round.** The camping season for 2020 runs from May 8, through November 1, 2020. All RV's, trailers and other items owned by the Tenant must be removed within 7 days following the end of the season.

General Tenant Information

- 33. Description of the RV/trailer to be placed on the leased site is as follows:**
See Exhibit A
- 34. Names, ages and relationship to Tenant of children expected to use tenants site:**
See Exhibit A
- 35. Type and number of pets you expect to bring to the Resort:**
See Exhibit A

Additional Provisions

- 36. The Tenant agrees to read and comply** with all of Landlord's rules and regulations as provided to the Tenant and posted in the Park office or on the Park premises.
- 37. All rules and regulations of the Landlord and the Park** are subject to change without notice by Landlord. Landlord reserves the right to inspect all sites. Any Tenant in violation of the rules and regulations will forfeit their lease and all monies paid and will be required to vacate the Site and leave the Park immediately.
- 38. Mountain Ridge Trails Resort, LLC and its owners** and employees are not responsible for damage, vandalism or theft of Tenant's RV, trailer or other personal possessions.
- 39. Tenant agrees to relieve Landlord** and its owners and employees of any responsibility of "Acts of God". Tenant understands Landlord and its owners and employees are not liable, nor responsible to carry insurance coverage on tenant's trailer, vehicle, or other personal property. Tenant agrees to carry his/her own liability/comprehensive insurance during the term of this lease of at least \$500,000, naming Landlord as an additional insured and will furnish proof of insurance to Landlord.
- 40. Landlord's property and the Park are privately owned** and the Tenant accepts camping privileges with the understanding that he/she, for himself/herself and any person using the Site, does hereby release the Landlord, its owners and employees of all liability for loss or damage to property and injury to his/her person arising out of his/her use of its camping facilities and the Park and agrees to indemnify Landlord, its officers and employees, against claims resulting from loss or damage to property or injury to the person of any member of the family, authorized user or guest of the Tenant, arising out of the use of its camping facilities and the Park. The Tenant shall be solely responsible for all accidents occurring on the Site and Park property.
- 41. This Lease is and shall remain Subordinate in** lien to all existing mortgages upon the premises, and to any and all mortgages that may be placed on the property notwithstanding anything herein to the contrary.
- 42. Hold Harmless** – The Landlord and its owners, management and employees will be held harmless from any damage to Tenant's RV, Trailer or other possessions while located at the Park. This would include specifically flying stones from vehicles or equipment and any other damage that may occur.

43. Jurisdiction: This agreement has been executed in and shall be governed by the laws of the Commonwealth of Pennsylvania and any and all actions arising hereunder shall be adjudicated in Somerset County, Pennsylvania.

44. Names of Tenant includes the individuals signing the lease as Tenant and indicates the individuals from which all written or oral correspondence must be received regarding this Lease.

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

Tenant:

Sign name

Print name

Sign name

Print name

Landlord:

Mountain Ridge Trails Resort, LLC

**Mountain Ridge Trails Resort LLC
Seasonal Site Lease
2020
Exhibit A - Information**

Site # _____

Tenant:	<u>Age</u>
_____	_____
Season Pass #1	_____
_____	_____
Season Pass #2	_____
_____	_____
Season Pass #3	_____
_____	_____
Season Pass #4	_____

Additional Season Pass Holders (Family Members):

	<u>Age</u>	<u>Relationship to Tenant</u>
#1 _____	_____	_____
#2 _____	_____	_____
#3 _____	_____	_____
#4 _____	_____	_____
#5 _____	_____	_____

Type and number of pets you expect to bring have at the Site and the Park:

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

Make _____ Model _____ Year _____
Color _____ Serial # _____ Size _____ x _____

Tenant's contact information:

Primary Contact: _____
Address: _____
City, State, Zip _____
Phone: _____
Alt Phone (cell): _____
Alternate contact: Name _____ Phone _____