

## BIG BEAR CAMPGROUND LEASE AGREEMENT

1. On or before the current camping season or year, tenant will make a \$500 deposit for the next camping season with the balance due March 1<sup>st</sup> the following year. If tenant decides to cancel lease agreement and request a refund before March 1st, a \$200 administrative fee will be deducted from deposit and returned to tenant.
2. Big Bear Campground, LLC (Herein "Big Bear") shall provide to the tenant the following services: sewer and water. These services are included in the lot rent charge. Tenant is responsible for electric which will be billed each month. All electric bills shall be paid within thirty (30) days of receipt of the bill and if not, lessor can void this contract. Electric boxes can be locked by management if your account is 45 days or more past due.
3. The property shall be used and occupied for residential purposes and for no other purpose or activity without approval from Big Bear. Tenant may leave recreational vehicle on lot after the season has concluded and deposit for the following season is paid no later than October 1<sup>st</sup>.
4. Owner has the right to approve or disapprove of any Recreational Vehicle that might be placed on the leased premises under any lease agreement based on its condition, age, and appropriateness for use. All Recreational Vehicles must be maintained in "like new" condition during the lease term.
5. The tenant shall obtain the Owner's approval of all accessory structures and equipment to be installed on the property prior to installation. Any structure or equipment installed on the property without approval, can be asked to be removed immediately. Tenants are responsible for any damages caused to the property or neighboring property through acts of their own doing, their dependents doing or guests.
6. Tenant must maintain the camper lot, free of grass clippings, cigarette butts or waste, at all times. No wood structures of any kind are permitted to be built. No wood awnings, decks, fence, etc. **Sheds and other structures may be built only with Big Bear's written approval.** All sheds shall be purchased from Big Bear. Grass shall be kept neat and orderly.
7. The owner has designated reasonable rules and regulations for the campground which shall be updated from time to time. The purpose of the campground rules and regulations is to preserve the finest quality of operation and atmosphere for the convenience and enjoyment of campground tenants. The tenant agrees to comply with current and future campground rules concerning the use of the premises. Further, tenant shall ensure tenant's guests are made aware of the rules and regulations and that the guests comply with same.
8. The owner may amend, modify, add to, or delete any rules, services, equipment, and physical improvements of the campground. The tenant may present written suggestions for changes for the owner's consideration. No amendment, modification, addition, or deletion shall take effect before at least a thirty-day notice delivered by the owner to the tenant.
9. If the tenant intends to vacate the leased site prior to the end of the rental season, for any reason, the tenant shall give the Owner at least thirty days' advance written notice of the intent to vacate.
10. This agreement may be terminated by the owner by giving the tenant verbal or written notice to vacate the campground. Within ten (10) days from the date of delivery of the notice the resident must leave the resort. Termination may result only for one or more of the following reasons:

- A. Failure of the tenant to comply with local, state, or federal ordinances, laws, and regulations relating to recreational vehicle within a reasonable time after the resident receives notice of noncompliance from the appropriate governmental agency
  - B. Failure of the resident, and /or resident's guests, to comply with the reasonable rules of the resort now existing or as amended in the future.
  - C. Nonpayment of rent, utility charges, or other service charges set forth in this lease agreement
11. The resident may transfer an interest in the residents recreational vehicle while it is located in the park, if the residents gives the owner written notice ten days in advance of closing the transfer. There is a non-refundable \$250 administrative fee which will be charged to the new resident.
  12. The resident shall pay the rent for the full term of this agreement and use the leased site only in the manner contemplated under this agreement and the resort rules. The resident shall surrender the leased site, on termination of this tenancy, in the same condition as received.
  13. The resident agrees to indemnify and hold the owner harmless from and against any and all claims, actions, proceedings, damages, and liabilities arising from or connected with resident's, or resident's guests, use or occupancy of the leased site or resort or from any activity, work, or things done, permitted, or allowed by guest, or resident's guests, in, on, or about the leased site or resort, unless due to owner's gross negligence or willful misconduct.
  14. Resident shall be solely responsible for carrying insurance on resident's vehicles, equipment, personal belongings, household items, or personal property. Owner shall not be liable for any damage to or loss of property of resident, and or resident's guests, located on the leased site or campground.
  15. Resident agrees that resident, and/or resident's guest, shall not cause, permit or allow the handling, use, manufacture, storage, or disposal of any flammable, explosive, radioactive, toxic, hazardous, or similar materials on, under, or about the leased site.
  16. Owner shall not be liable for any damage or injury which may be sustained by the Resident, or Resident's guest, as a consequence of the failure, breakage, leakage or obstruction of the water, sewer waste or soil pipes, or the electrical, gas or oil system; or by reason of the elements; or resulting from the carelessness, negligence or improper conduct on the part of any other Resident, guests, licensee, invitees, assignees, or successors; or attributable to any interference with, interruption of or failure, beyond the reasonable control of the Owner, or any services to be furnished or supplied by the Owner.
  17. Upon the rental season ending, Resident shall remove the Recreational Vehicle and all personal property on or before the termination date unless other arrangements have been previously made with Owner.
  18. ANY RECREATIONAL VEHICLES, LIVING UNITS, EQUIPMENT, FIXTURES, GOODS OR OTHER PROPERTY OF THE RESIDENT NOT REMOVED BY THE RESIDENT UPON THE TERMINATION OF THIS LEASE, OR UPON ANY QUITTING, VACATING OR ABANDONMENT OF THE LEASED SITE AND/OR PARK BY THE RESIDENT, OR UPON THE RESIDENT'S EVICTION, SHALL BE CONSIDERED AS ABANDONED AND THE OWNER SHALL HAVE THE RIGHT, WITHOUT ANY NOTICE TO THE RESIDENT, TO RETAIN, LEASE, SELL OR OTHERWISE DISPOSE OF THE SAME AT THE EXPENSES OF THE RESIDENT AND SHALL NOT BE ACCOUNTABLE TO THE RESIDENT FOR ANY PART OF THE PROCEEDS OF SUCH LEASE OR SALE, IF ANY. RESIDENT MAY REMOVE SUCH RECREATIONAL

VEHICLE OR PROPERTY UPON PAYMENT TO OWNER OF ALL RENT OR OTHER CHARGES DUE OWNER. IF THE RESIDENT HAS NOT SO PAID AND REMOVED THE RECREATIONAL VEHICLE WITHIN THREE MONTHS OF SUCH TERMINATION, QUITTING, VACATING, OR ABANDONMENT, TITLE TO SAME SHALL PASS TO OWNER BY TITLE TRANSFER FROM RESIDENT OR, IN DEFAULT THEREO, BY CONFESSION OR JUDGMENT FOR TITLE IN FAVOR OF OWNER IN THE MANNER SET FORTH ABOVE.

19. IN THE EVENT OF NONPAYMENT OF RENT OR OTHER CHARGES WHEN DUE, THE SAID RESIDENT, HEREBY CONFESSES JUDGMENT IN FAVOR OF SAID OWNER FOR THE WHOLE AMOUNT OF RENT AT ANY TIME REMAINING UNPAID, AND ANY OTHER CHARGES HEREUNDER, WHETHER THE SAME SHALL HAVE BEEN DUE OR NOT, WAIVING STAY OF EXECUTION, INQUISITION AND ALL EXEMPTION LAWS NOW IN FORCE OR WHICH MAY HEREAFTER BE PASSED, AND AUTHORIZED THE ADDING OF REASONABLE ATTORNEY'S FEES, FOR COLLECTION, AND FURTHER DOES HEREBY, UPON THE BREACH OF ANY OF THE CONDITIONS OF THIS LEASE, AUTHORIZE ANY ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR HIM AND CONFESS SUCH JUDGMENT AND ENTER AN AMICABLE ACTION OF EJECTMENT AND CONFESS A JUDGMENT OF EJECTION THEREIN FOR THE PREMISES HEREIN DESCRIBED AND DOES AUTHORIZE THE IMMEDIATE ISSUING OF A WRIT OF POSSESSION AND EXECUTION FOR COSTS WITHOUT ASKING LEAVE OF THE COURT. A PHOTOCOPY OF THIS LEASE MAY BE USED FOR CONFESSION OF JUDGMENT FOR UNPAID RENT, OR FOR CONFESSION OF JUDGMENT IN EJECTMENT. SUCH REMEDIES SHALL BE CUMULATIVE, AND NOT ALTERNATIVE, AND MAY BE RE-EXERCISED AS NECESSARY.
20. The lease and the aforesaid rules and regulations constitute the entire agreement between the parties and same is not subject to any oral modification. Further, this agreement shall be legally binding upon the parties hereto, and their respective heirs, successor and assigns.
21. This agreement and any amendments shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio.
22. **WARNING: BY SIGNING THE PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE, AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.**

# BIG BEAR CAMPGROUND, LLC

Management Copy

DATE SEASON STARTS: May 1st, 2021

DATE SEASON ENDS: October 31st, 2021

LOT# \_\_\_\_\_

LOT RENT \$ \_\_\_\_\_

DEPOSIT \$ \_\_\_\_\_ (minimum \$500 due November 1st)

BALANCE DUE \$ \_\_\_\_\_ (due March 1<sup>st</sup>)

Name (lessee) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Info: Cell Phone \_\_\_\_\_ Email \_\_\_\_\_

Contact Info: Cell Phone \_\_\_\_\_ Email \_\_\_\_\_

Big Bear Campground, LLC: \_\_\_\_\_

Invoice Delivery Method (Circle One):    Email                    Mail

**Late Payment of deposit or balance of rent incurs an additional \$100.00 late fee.**

**I understand that if I choose a lot between 1-41, that I can't move in until lots 42-123 are completed.**

Initial: \_\_\_\_\_

I have read and understand the Lease Agreement and Rules & Regulations located at [www.bigbearcampground.com](http://www.bigbearcampground.com).

Initial: \_\_\_\_\_

**Mailing Address:**

**Big Bear Campground**

**26461 Rd P**

**Ft. Jennings, OH 45844**