



PARKSIDE CAMPING LEASE ADDENDUM

Parkside Camping and RV Resort Lease CONDITIONS and COVENANTS:

1. Guest and covenants agree to pay to the owner **a non-refundable deposit** to be paid as set forth in Paragraph 2 below, and received by the owner at, and make checks payable to, **C and L homes, LLC. Address: 2201 South Wapak Road Lima, Ohio 45805.**
2. **On or before October 1st of the current camping season or year, any resident who plans to return for the following season shall pay ½ of the rental fee, which will serve as a non-refundable deposit for the following year. (Area one \$1,328.00, Area two, \$1,548.00 and area three, \$1,648.00) This will reserve your camping spot for the following season and allow you to keep your camper at Parkside for the winter months. The balance of the rental fee, or the second ½ of the lot rent is due on or before April 1st the following year. Parkside has three areas. (Area one, Area two, and Area three) The total cost per year is: Area one \$2,656.00, Area two \$3,096.00, and Area Three is 3,296.00. Several select lots have additional fees depending on the size of the concrete pad provided. Tenants renting one of these lots will sign a lease with these additional costs listed. a late fee of \$150.00 will be accessed to any payment not received by these deadline dates. The year lease is from Oct 31st to Oct 31st. The regular Camping season is May 1st through Oct 31st each year. (Weather permitting)**
3. The owner shall provide to the resident the following services: water, sewer, and trash. Cost of such services are included in the lot rent and set forth above. Residents are responsible for the cost of electricity, (billed each month). Each campsite has its own electrical meter. All other services not specified in this paragraph, are arranged, and paid for by the Resident. (I.e. Wi-Fi, or television etc.)
4. The authorized number of Residents permitted on the leased site in the resort may be limited. Pets are allowed as long as they are registered, and up to date on shots. All rules must be adhered to.
5. The Premises shall be used for the placement of a recreational vehicle owned by the resident for the rental season. Other installations may be permitted on the premises only upon written permission of Owner. The recreational vehicle shall be used for recreational purposes with uses normally incident thereto. The recreational vehicle may be left on the lot after the rental season only if the owner's permission is obtained prior to the expiration of the current season and the deposit is made for the following season on or before October 1st. Off season ELECTRIC Use will also be billed. Be sure electric pedestals and breakers are turned off so you are not charged electric in the off season.
6. 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. No vehicle over fifteen years of age allowed without Resort management approval.
7. The resident shall obtain the owner's approval of all accessory structures and equipment to be installed on the premises prior to installation. The owner will have sole discretion as to whether to approve same.



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8. The resort contains certain facilities for the common use of all residents. The following facilities shall be provided to the resident during the period of tenancy provided for in this agreement: swimming pond, playground, and shelter house. The Owner is responsible for providing and maintaining the physical improvements in these common facilities in good working order and condition. Resident, and resident's guests, shall use said facilities consistent with resort rules and regulations. Further, the resident agrees that the use of said facilities is at the resident's, and resident's guests, sole risk.

9. The owner has designated reasonable rules and regulations for the resort which shall be updated from time to time. The purpose of the resort rules and regulations is to preserve the finest quality of operation and atmosphere for the convenience and enjoyment of resort residents. The resident acknowledges receiving a copy of the current edition of the resort rules and regulations, which are attached and found on the Parkside web page, and incorporated in this agreement. The resident agrees to comply with current and future resort rules concerning the use of the premises. Further, resident shall ensure resident's guests are made aware of the rules and regulations and that the guests comply with same.

10. The owner may amend, modify, add to, or delete any rules, services, equipment, and physical improvements of the resort. The resident 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 resident.

11. If the resident at any time intends to sell a recreational vehicle placed on the leased site and if it is the intent of the purchaser to have the recreational vehicle remain on the leased site after sale, the resident shall obtain prior approval of the prospective purchaser from the owner. The owner will approve a purchaser who, as a prospective resident, has the financial ability to pay the rent and charges of the park unless the owner reasonably determines that the purchaser will not comply with the resort rules and requirements of tenancy in the resort. If the owner rejects a purchaser as a prospective Resident, the owner shall inform the resident.

12. There is a nonrefundable administrative fee in the amount of \$ 150.00 which will be charged to resident for all requests regarding assignment of this lease. The owner shall not unreasonably withhold approval of an assignment. No approval may be given if the owner reasonably determines that a prospective resident will not comply with the resort rules.

13. If the resident intends to vacate the leased site prior to the end of the rental season, for any reason, the resident shall give the owner at least thirty days' advance written notice of the intent to vacate.

14. This agreement may be terminated by the owner by giving the resident verbal or written notice to vacate the resort. 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:

15.



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a. Failure of the resident 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. 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. Nonpayment of rent, utility charges, or other service charges set forth in this lease agreement, and in the fee schedule attached to this agreement. Condemnation or change in the use of the Resort. a, b, c.

16. Facts of the reason or reasons for the notice and shall be personally delivered or mailed to the party at the address stated above or in person on Resort property, unless another address has been designated by the applicable party in a writing received by the other party. Each party shall immediately notify the other of any change of address.

17. 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.

18. 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.

19. 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 resort. A current certificate of insurance must be in our file at all times.

20. 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 or resort.

21. Owner shall not be liable for any damage or injury which may be sustained by the resident, or resident's guest, because 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 resident actions. Any notice required under this agreement shall state the specific 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.

22. 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.



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23. 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 RESORT 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 THEREOF, BY CONFESSION OR JUDGMENT FOR TITLE IN FAVOR OF OWNER IN THE MANNER SET FORTH ABOVE.

24. 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 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 REEXERCISED AS NECESSARY.

25. 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.

26. This agreement and any amendments shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio.

27. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this agreement.



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28. In case any one or more of the provisions contained in this lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
29. No amendment, modification, or alteration of the terms hereof shall be binding unless it is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.
30. The rights and remedies provided by this lease are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.
31. No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.

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.

ADDENDUM A Guest shall indemnify and hold Owner harmless from and against any and all claims, demands, costs and expenses, including reasonable Attorney fees arising from, and any and all damages or injuries caused by fire, water, wind or acts of God, Owner and/or Guest's action or inaction (or those of their employees, agents or invitees), or any other cause related to Guest's use or occupation of their leased site and/or the property of the Park. Likewise, Owner assumes no liability for any damage to Guest, Guest's RV or Guest's property while at the Park, including but not limited to the falling of tree limbs. Guest specifically acknowledges the risks and probability of fallen tree limbs at the Park and the potential damage such tree limbs can cause.

Rules and Regulations Paragraph 31: Recreational Vehicle Park Lease Paragraph 19: