

**LEASE FOR BIG BEAR CAMPGROUND, LLC**

THIS LEASE is made as of \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between Big Bear Campground, LLC, hereinafter referred to as Landlord, whose address is **15147 State Route 235, Lakeview, OH 43331**, and \_\_\_\_\_ whose current address is Lot # \_\_\_\_\_ at **Big Bear Campground**, hereinafter referred to as Tenant.

1. **LEASED PREMISES:** The Landlord leases to Tenant, and Tenant leases from Landlord, on the terms and conditions herein set forth in this Lease, the following property hereinafter referred as PROPERTY, to wit: a) a lot where a camper shall be permitted to sit. b) all other rights and easements appurtenant to the Land. The PROPERTY is leased to Tenant in its present condition AS IS as of the date of this Lease.

2. **TERM:** The term of this Lease shall commence on \_\_\_\_\_ and ending \_\_\_\_\_. This term after the first year will automatically renew from year to year, unless written notice is given by either party of intent to terminate the year lease at least thirty (30) days prior to the expiration of the lease period. Failure to make deposit of next year's lot rent by October 1<sup>st</sup> of each year will result in a non-renewal of the lot lease.

3. **RENT:** Tenant shall pay Landlord as rent for the above described premises the amount of \$\_\_\_\_\_. Said amounts reflect a yearly rental amount. Tenant will be required to place a down payment by October 1<sup>st</sup> of each year, with the balance due on or before March 31<sup>st</sup> of the subsequent year.

4. **USE:** The PROPERTY shall be used and occupied for residential purposes and for no other purpose or activity without Landlords prior written consent. Tenant shall not commit any waste to the PROPERTY. The property may not be occupied by more than two (2) adults and (4) children at any given time. **Two (2) vehicles maximum per home.**

i. Disabled or unlicensed vehicles, campers, boats, snowmobiles, and utility trailers, shall be not allowed to be stored on the property.

ii. Tenants are responsible for any damages caused to the property or neighboring property through acts of their own doing, their dependents doing, or guests.

iii. 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 approval. All sheds shall be purchased from Big Bear. Any add on(s) such as wind breaks, breezeways, etc. must be cleared by management.

iv. The grass portion of the camper lot must be kept neat and orderly. All grass must be mowed and kept at a height not to exceed 6". Landlord may mow the grass for any Tenant for a fee of thirty dollars (\$30.00) per mowing, at the Tenants election.

v. Any water or toilet connection to sewer must be approved by management.

vi. Tenant is responsible for having all water lines winterized by November 1<sup>st</sup> of each year. If tenant leaves trailer in the winter, water must be shut off.

vii. Anyone moving off the lot must take all their property. Anything left after the moving date shall be deemed property of Big Bear Campground, LLC.

viii. Each camper must have a fire extinguisher.

ix. Erection of antenna poles is the tenants' sole responsibility. Permission to erect any poles on the property must be approved by management.

x. No stakes longer than 12" can be driven into the ground, without approval of management.

xi. No trees are allowed to be planted on the park.

xii. Noise level must be kept to a minimum so as not to disturb other residences of the park. Quiet hours shall be from 11:00 PM to 8:00 AM and during this time parties shall refrain from excess noise, as deemed excessive by management of the park, or as deemed excessive by law enforcement. The park may extend these hours for park sponsored events, but not to exceed 1:00 AM.

xiii. Pets must have the pre-approval of management to be on the property, and may be subject to an additional fee from management. If approved, pets

must be kept on a leash and all shots must be up to date. All pet owners will provide management a copy of pets current records.

xiv. No person shall travel at a rate of speed in excess of ten (10) miles per hour in any vehicle in the park. If a tenant violates this rule, they subject themselves for removal from the park.

xv. Parents are responsible the safety and actions of their children and invited guests. All children under twelve (12) must be accompanied by an adult, and all children under eighteen (18) must be at their campsite by 11:00 PM.

xvi. Clotheslines are not permitted.

xii. Trash pickup for the property is the responsibility of the Tenant. Dumpsters shall be made available by Landlord, but Tenant shall maintain their property and deposit all trash into the dumpsters. Trash shall be bagged, and shall not consist of non-trash items.

xiii. All use of “public space”, meaning space not rented by any Tenant, but still owned by the Landlord, including, but not limited, ponds, pools, playground equipment, exercise equipment, tennis courts, basketball courts, etc. shall be used at the sole risk of the person utilizing the space. These spaces are provided for residence and guests of residents only and GPR Properties, LLC will not be responsible for any injuries or accidents flowing thereto. Specifically, residents waive said liability, and further will indemnify Big Bear Campground, LLC from any such injury or accident from themselves, their family, or invited guests.

xix. No wood structures shall be built on the property, including wood awnings, decks, fence, etc. without written approval from management. Tenant will be required to purchase shed from manufacturer of landlord.

xx. No outdoor refrigerators shall be permitted on the property. All refrigerators need to be kept inside the living unit, or shed if one exists.

5. UTILITIES: Electric will be the responsibility of Tenant, and Tenant will be billed monthly for said costs. All other utilities, such as trash, water, sewer, shall be responsibly of Landlord.

6. INSURANCE: Tenant, at his/her/their own expense, shall acquire insurance to cover their property. If Tenant fails to provide insurance, or under insures, his/her/their possessions, the Tenant hereby waives any claim they may have on Landlord for lost, stolen, or damaged property that belongs to them, regardless of fault for the loss.

7. INDEMNIFICATION, PUBLIC LIABILITY, AND DAMAGE: Tenant shall defend all actions against Landlord and any employee, officer, director of Landlord hereinafter referred as Indemnified Parties with respect to and shall pay, protect, indemnify and save harmless the Indemnified Parties against any and all liabilities, losses, damages, costs, expenses, suits claims, demands, or judgments of any nature a) to which any of the Indemnified Parties is subject because of Landlords degree of interest in the PROPERTY, b) arising from injury to or death of any person, or damage to or loss of property on the PROPERTY or c) any act or omission of Tenant or his/her/their agents, contractors, or invitees. Tenant=s indemnity shall survive the expiration or termination of this Lease with respect to liabilities arising or occurring prior to the expiration or termination of this lease.

8. ASSIGNMENT AND SUBLETTING: Tenant shall not assign this Lease or any interest under his/her/their Lease, sublet the above described property in whole or in part, mortgage its leasehold interest or place or suffer to be placed any other lien on the PROPERTY or its leasehold interest, without the prior written consent of Landlord. If Landlord consents to any assignment, Tenant shall always remain primarily liable as a principal and not as a guarantor for the payment of the rent and all other sums due Landlord under this Lease, and for compliance with and performance of all of Tenant=s covenants and conditions of this Lease. Any purported or attempted sublease or assignment without Landlord=s consent shall be void.

9. COMPLIANCE WITH LAWS: Tenant shall comply with all law, orders, rules, and regulations of all government authorities having jurisdiction of the PROPERTY. Should any repair, alteration, or improvement to the PROPERTY be required by any governmental authority, Tenant shall promptly comply with the requirement at Tenant=s sole expense. Further, Tenant shall adhere to the Big Bear Campground, LLC Rules and Regulations as set forth by management. Any violation of those rules by Tenant or

Tenant's guest could result in termination of the lease, and eviction from the camp ground.

10. SURRENDER: At the expiration of the term of this Lease, Tenant shall yield the PROPERTY to Landlord in good order and repair, meaning specifically any and all real property. The camper, and any fixed additions to the property shall be removed, without damage to the real property.

11. BINDING ON HEIRS: The terms of this lease shall be binding upon the heirs, executors, administrators, and successors of both Landlord and Tenant.

12. SEVERABILITY: In the event any clause, term, or condition of this Lease shall be determined to be illegal or unenforceable under any applicable law, order, rule, or regulation, this Lease shall remain in full force and effect as to all other terms, conditions, and provisions.

Signed this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_\_.

**LANDLORD:**

**TENANT:**

\_\_\_\_\_  
Big Bear Campground, LLC  
Glen Rayman, Member

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

**NOTE: Mailing address is below.**

**26461 Road P  
Ft. Jennings, OH 45844**