



This agreement entered the _____ day of _____, 2012 by and between JNN Company Inc. D.B.A. Patterson Harbor, Lessor, and _____, Lessee, whereby Lessor agrees to provide a campsite and the use thereof to the Lessee, and Lessee agrees to pay the rental specified herein and abide by the rules/ regulations set forth below.

1. Lessee shall be entitled to the use and occupancy of Campsite # _____ for a period (**March 1, 2012 – November 30, 2012**) at an annual rental fee of **\$1500.00**. Lessee agrees to pay no less than half of the annual fee by February 21, 2012 to reserve Lessee's annual campsite. Lessee agrees to pay remaining balance if any in full by the end of business on April 30, 2012. A weekly late fee of \$100 will be assessed beginning April 1, 2012 and will be levied to the outstanding campsite balance each subsequent week until paid in full. Lessor reserves the right to cancel this agreement without a refund of money paid if Lessee fails to pay campsite fee in full by April 1, 2012. Furthermore, Lessor reserves the right to cancel this agreement if Lessee fails to make the required initial deposit by February 21, 2012.
2. Lessor's use of the word "camper" in this agreement references recreational vehicle (RV) or camper trailer owned by Lessee listed at the end of this agreement.
3. Lessor's campground is designated as a "transient community" by the Army Corps of Engineers. Lessee shall not erect or construct any permanent/temporary structures (i.e. decks, platforms, buried wires or fixed cable dish stands) or add landscaping (i.e. rock) unless completed and/or approved in writing by Lessor. All campers shall be complete with wheels, hitch and shall be readily moveable. Campers shall **NOT** be skirted in any manner and shall be setup to permit emergency removal of the camper, if necessary. In the event of any emergency, Lessor shall have the right to move any camper and shall not be liable for any damages, except those caused by the gross negligence of Lessor. The use thereof shall be solely for recreational purposes and not as a permanent year round residence. Lessee agrees that they have inspected the camp site and understands the campsite is to be used as-is for the duration of this agreement.
4. It is the intent of the Lessor to utilize campsites for active annual campers. Lessee understands Lessor's intent to further rent their campsite during extended periods of nonuse. Lessee understands it is their duty to move their camper and notify Patterson Harbor Management in writing (email is sufficient) if they will be gone for a duration longer than two weeks. In addition, Lessee agrees that they will use their campsite or move their camper on all Holiday Weekends (**Memorial Day Weekend, Fourth of July Weekend and Labor Day Weekend**) or Lessee will be responsible to pay a penalty fee of **\$500.000** for failure to comply and any cost incurred for moving said camper. Any penalty assessed for failure to follow this rule will be due Net 10 or Lessee will be in violation of this agreement. Patterson Harbor will permit free storage of Lessee's camper in accordance with our Corral/Backside Storage Agreement, which is available upon request. Lessee will notify Lessor of their return date in writing or via email upon departure and Lessor agrees to ensure campsite is available to Lessee upon return.
 - a. **Memorial Day Weekend – 05/25/2012 to 05/28/2012**
 - b. **4th of July Weekend – 07/01/2012 – 07/08/2012**
 - i. **4th of July falls on a Wednesday this year. Customers will not be required to stay entire week but must move or plan to move their camper if not visiting during the week. You will receive a call or email from our marina regarding your plans this year.**
 - c. **Labor Day Weekend – 08/31/2012 – 09/03/2012**

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5. Lessor shall furnish electricity as available for each campsite (some restrictions may apply for situations out of our control). Lessee agrees to turn off A.C. /heat if Lessee will be gone for more than one day. Lessee understands that Lessor will not monitor electrical connection and is not responsible for connections that may be lost while Lessee is away and subsequent damages/losses that may ensue due to loss of power connection. Lessor will notify Lessee of any abuse of electrical privileges. Multiple citations for abuse of electricity will result in cancellation of this agreement and/or may result in camper being disconnected without notification.
6. Lessor shall furnish water as available (some restrictions may apply during dry years). No buried water lines other than those provided by Lessor shall be allowed (see Rule #3 in regard to underground water sprinkler systems). Lessee is responsible for maintenance of water line starting at the spigot connection and all subsequent water lines. Lessor utilizes multiple wells to provide water to our customers. Lessee agrees not to abuse water privileges and understands Lessor reserves the right to limit or bring to an end water usage Lessor deems inappropriate. Campsite lawn watering is not allowed between 10 a.m. and 6 p.m. to prevent losing water to evaporation and should not exceed 20 minutes for any watering session.
7. Lessor shall furnish garbage service to Lessee. Garbage service is limited to items placed in the container provided by Lessor and Lessee's compliance with any requirements (no leaves, grass clippings, tree limbs, televisions, appliances and construction trash) of the hauling company is required. Lessee agrees to request permission from Lessor prior to disposing of non-typical trash next to a dumpster or on Lessor's property (to include backside disposal). Disposal of non-typical trash may carry a disposal fee to be determined by lessor. It is the responsibility of Lessee to notify all hired contractors of their responsibility to remove all construction debris from the premises. Failure to follow these rules will result in transfer of disposal expenses to the Lessee for removal of debris and may include a reasonable administrative fee.
8. The camper listed in this agreement is to be placed in the campsite at the risk of the Lessee. Lessor will not be responsible for damage to or theft of property or possessions. Be cautious about leaving valuables unattended. This agreement to rent a campsite does not create or establish a bailment. Lessee shall be responsible for providing liability insurance and insurance on any personal property of Lessee, including, but not limited to, the camper, its contents, equipment, motors or any other personal property of Lessee located in, on or around Lessee's campsite or left on Patterson Harbor premises and/or common areas. Please provide Lessee insurance information below.
 - a. Insurance Company Name: _____
 - b. Policy No.: Expiration Date: _____
9. Lessor shall not be liable either jointly or severally for damage to person or property of the Lessee, his employees, licensees, or invites, while the same are within the geographical limits of the campsite that is occasioned by fire, explosions, theft, collision, acts of God, or any other cause. It shall be the responsibility of the Lessee to insure, at his own expense, the property stored on the premises against said losses (See Rule #8).
10. Lessee agrees to remove all personal items at the end of the annual camping period or when Lessee pulls their camper at the end of the season. This includes but is not limited to all firewood, clothes lines, grills, fire pit trash (Patterson Harbor should be responsible for ash only) and other personal items.
11. Lessee agrees not to burn wood containing nails in their campsite fire pit. Additionally, Lessee understands it is Lessor's desire not to have trash (bottles, cans, bagged trash, etc...) of any kind placed in the fire pit during camp fires and a fee of \$10 per occurrence will be charge for trash removal from fire pits. This trash is not only unsightly, but can be dangerous to employees of Patterson Harbor during the fire pit clean out process.
12. Lessee acknowledges that he/she has inspected the demised premises herein and is satisfied that the premises are adequate for recreational use and safe storage of Lessee's property. Lessor, its agents or employee, reserves the right to access Lessee's property whenever Lessor deems it necessary to preserve person or property, surrounding property, but Lessor assumes no responsibility for tending to any property of the Lessee. This right of access extends to the water shut off valve and/or the electrical connection should the need arise and required manipulation. Lessor will make reasonable efforts to contact the Lessee and notify Lessee of dangerous conditions requiring Lessee's attention. Lessor assumes no responsibility for the dangerous conditions, its attendant results, or for failure to notify of such condition.

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13. Lessor holds Lessee liable for the actions of your family and guests while on Patterson Harbor property. Vandalism, theft or abuse of the law will be prosecuted and may result in immediate termination of this agreement.
14. All campers, campsite or items on the premises shall be maintained during the lease period in good repair and in such a manner so as to provide an attractive appearance. Campsites shall be kept neat and orderly, free of trash and debris, with all tools and miscellaneous equipment stored out of sight. Lessee shall store away all furniture and carpet following each period of use to allow for Lessor to maintain campsite grounds. Lessor will mow as close as possible but Lessee shall be responsible for maintaining all areas around and under personal property. Storage containers and/or refrigerators of any size are not permitted outside Lessee's camper. Lessee shall not park campers, boats or boat trailers on their campsite unless Lessee is present and using their campsite. There is an area provided free of charge (1 pre-approved usable item), by Lessor for an additional camper(s), boat(s) (must be on a functional trailer), water craft(s) (must be on a functioning trailer) and trailer(s). Lessor shall inform Lessee of any deficiencies and Lessee shall have a reasonable time to correct the same. In the event Lessee shall fail to correct the deficiencies, Lessor, at Lessor's option, shall have the right to correct the deficiencies at Lessee's expense or to terminate this Agreement and require the removal of the camper from the lot and Lessee's stored property at Lessee's expense.
 - a. Lessee agrees to sign Lessor's Corral/Backside storage agreement for any and all items stored in the Corral or on the Backside. Lessee agrees not to park any items in the Corral/Backside without first filling out Lessor's storage agreement and receiving a Patterson Harbor approved parking permit sticker for identification purposes. Failure to follow this rule is a breach of contract and could be grounds for termination.
 - b. If Lessee wishes to store multiple items on Lessor's property, Lessee agrees to pay Lessor's monthly storage rates per item stored plus any additional service fees deemed reasonable by Lessor. Storage of additional items will be billed in annual or semi-annual increments to be decided by the Lessee. The Lessee agrees to place a Patterson Harbor approved parking sticker on each items stored for tracking and identification purposes.
15. Pet's shall be kept under the care and control of their owners and shall not be allowed to roam the premises so as to create a nuisance or hazard to other tenants or their guests. Pet owners shall also be responsible for cleanup and disposal of pet waste. Pet owners shall not allow pets to incessantly bark while outside. Dogs incessantly barking will need to be removed from the property or placed in a safe indoor environment.
16. All motorized vehicles shall be operated in compliance with State Law. Outside of State licensed vehicles, the Patterson Harbor facility is a **GOLF CART ONLY** community. Golf carts must operate in compliance with State Law. Anyone who is caught speeding, reckless driving or creating unsafe conditions or a nuisance on the premises (including the campground and boat ramp area) will be asked to park the vehicle until further notice. Annual Campers who use or store a golf cart on Patterson Harbor property agree to place a Patterson Harbor approved identification sticker on their golf cart. Additionally, children without a state issued learner's permit or driver's license shall not be permitted to drive golf carts.
17. So not to disturb neighbors, please observe "quiet time" between the hours of 11:00 PM and 7:00 AM. Continued violations can result in termination of this rental agreement.
18. Lessee's campsite may not be transferred, sold, subleased or loaned to another person without prior written approval of the Lessor. Lessee agrees not to display "For Sale" signs or solicitations on their camper while parked in the campground area.
19. Lessee's failure to make any payments when due (including marina, service or bar tabs) or to comply with the rules/regulations set forth herein shall be a breach of this Agreement and Lessor shall be entitled to terminate this Agreement and require the immediate removal of personal property from this premises and store the same at Lessee's expense. Lessee shall further be responsible for any attorney fees which Lessor may incur in the enforcement of the provisions of this Agreement.
20. Lessor permits Lessee to erect **ONE** temporary tent on Lessee's campsite to accommodate family and/or friends at no additional charge. Additional tents will be charged \$10 per tent per night regardless of size. Lessee agrees to inform Lessor of tents prior to erecting to ensure correct placement and payment. Lessee agrees to request permission in writing from Lessor prior to parking any additional campers or recreational vehicles on their campsite. Lessee agrees to pay established fees for any items approved by Lessor and to provide documentation of payment or be liable for further charges upon request.
21. Lessee shall be responsible for providing liability insurance and insurance on any personal property of Lessee, including, but not limited to, the camper on the premises, its contents, equipment, boats, motors, fishing equipment or any other personal property of Lessee located in, on or around the premises or common areas.

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- 22. Lessee shall be responsible for winterizing your camper. Lessee may be assessed charges relating to water and power usage should damage occur due to failure to winterize campers. Lessor reserves the right to assess reasonable administrative and service fees for services rendered due to failure to winterize camper. Lessor shall have no responsibility to determine if a camper has been winterized or to provide service.
- 23. Lessee understands that Lessor reserves the right to move Lessee’s camper if Lessor deems that said campsite is in nonuse status (see Rule #4). Lessee agrees to leave their camper in a condition such that it is transportable on short notice if required while not in use. Lessee understands they must stay compliant with Rule #4 of this agreement and that Lessor assumes no liability for items damaged inside the trailer during transport of a camper in violation of Rule #4.
- 24. Lessee shall further:
 - a. Indemnify Lessor, and the premises herein and all improvements thereon, from all claims, liens, demands, charges, encumbrances or litigation arising directly or indirectly out of or by reason of any work or activity of Lessee on the premises, and shall forthwith and within thirty (30) days after the filing of any lien for record, fully pay and satisfy the same, and shall reimburse Lessor for all loss, damage and expense which Lessor may suffer or be put to by reason of any such liens, claims, demands, charge, encumbrance or litigation, or should proceedings be instituted for the foreclosure of any lien or encumbrance, Lessor shall have the right, at its option, at any time after the expiration of such thirty (30) day period to pay the same or any portion thereof, with or without the costs and expenses claimed by such claimant, and in making such payment Lessor shall be the sole judge of the legality thereof. All amounts so advanced by Lessor shall be repaid by Lessee on demand, together with interest thereon at the rate of sixteen percent (16%) annum from the date of payment by Lessor until repayments is made in full.
 - b. Lessee shall indemnify Lessor and the demised premises against any cost, liability or expense arising out of any claims by reason of the use or misuse of the demised premises or against any penalty, damage or charge incurred or imposed by reason of any violation of law by Lessee.
- 25. All regulations contained herein are subject to the regulations set forth in Title16, United States Code of Federal Regulation and in Lease No. DACW41-1-09-0140, Harlan County Lake, Nebraska, or any renewals, extensions or amendments thereto.

Dated this _____ day of _____, 2012

Printed Name of Lessee/Lessees

Signature of Lessee/Lessees

Street or P.O. Box City, State & Zip Code

Yes, email me a copy. / No, but thank you. (Please Circle One)

Email Address

Would you like to receive an endorsed copy of the agreement via email?

Year, Make, Length of Camper: _____

JN Company Inc. d.b.a. Patterson Harbor By: _____ Date: _____

Justin J. Clark - Vice President

PLEASE SIGN AND RETURN THIS COPY WITH PAYMENT TO AVOID UNNECESSARY PENALTIES.