

# TRAILER LOT RENTAL AGREEMENT 2014 - 2015



This agreement entered the 1st day of November 1, 2014 by and between JN Company Inc. D.B. A. Patterson Harbor, Lessor, and \_\_\_\_\_, Lessee, whereby Lessor agrees to provide a trailer lot 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 Lot \_\_\_\_\_ for a period of one year (**November 1, 2014 – October 31, 2015**) at an annual rental fee of **\$1,835.00**. This agreement shall be renewed on a year to year basis upon the issuance of a bill specifying the annual rental fee, including any increases unless Lessee shall notify Lessor in writing prior to November 1st of Lessee's intention not to renew this agreement. Lessor shall have the right to amend the terms of this Agreement before the commencement of the lease year. All lot fees and this signed agreement shall be due in the mail or Patterson Harbor office no later than **5:00 PM on November 1st** of each year and failure to make payment in full with this signed agreement by **November 1, 2014** shall be deemed to be breach of this Agreement or any right to renewal thereof and shall terminate this Agreement. In the event Lessor & Lessee agree to renew after November 1st, 2015, Lessee agrees a penalty of \$100 per week will be assessed to the Lot Lease until balance is paid in full and signed Lot Lease Agreement is delivered to Patterson Harbor. Penalty charges will be assessed beginning April 2, 2015 and will be levied to lot lease each subsequent week.
2. All trailers shall be complete with wheels, hitch (bolt-on hitches may be placed under trailer) and shall be readily moveable. Trailers shall be skirted with approved materials in a manner which shall permit emergency removal of the trailer, if necessary. In the event of any emergency, Lessor shall have the right to move any trailer 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.
3. Any exterior improvements or additions, including, but not limited to, decks (cover not to exceed 240 sq. ft.), shed, additions or enclosures of any type, underground water sprinkler systems, shall require the prior written approval of Lessor and the Kansas City District Office of the Corps of Engineers. Our trailer park has been approved for individual installation of pre-designated and /or pre-fabricated underground storm shelters (special conditions apply-see Lessor for details). Any improvements or additions not conforming to prior written authorization or made without authorization may be removed by Lessor and Lessor shall not incur liability for the removal thereof.
4. Lessor shall furnish water as available (some restrictions may apply during dry years). Lessor reserves the right to establish water rules and restrictions during the lease period which is deemed to be in the best interest of our water system. No buried water lines other than those provided by Lessor shall be allowed (see Rule #3 in regard to underground water sprinkler systems) without prior written approval. Lessee is responsible for maintenance of water line starting at the shut off valve or spigot connection and all subsequent water lines from the shut off valve to the trailer. Lessor will provide T-bars for shut off valves upon request to be used at Lessee's discretion. Lessor shall not be responsible for shut off valves that leak or break should assistance be requested by Lessee and all subsequent damage that may occur. **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. Harlan County Lake and the surrounding areas are currently experiencing drought conditions. Due to these conditions, restricted lawn watering is permitted in accordance with rules established by Lessor promoting maximum efficiency of our well system during this drought. Watering rules will be as follows for 2015:**

**Odd Lot Customers will be permitted to water on Tuesday, Thursday and Sunday.**

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Even Lot Customers will be permitted to water on Monday, Wednesday and Friday.

No watering will be permitted from 10 AM – 6 PM to minimize evaporation and on Saturdays throughout the year. Lessor reserves the right to restrict outdoor watering during periods of high volume water usage such as holiday weekends.

Furthermore, each section or zone watered should only take place once a day and may not exceed 20 minutes during a permissible watering day. Lessee agrees to abide by these restrictions to preserve overall water pressure and understands penalties may be imposed by Lessor for abusive water practices.

5. 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, concrete, construction waste, hazardous waste, dirt, industrial waste, chemical products, oil filters, herbicides & pesticides, radioactive material, solvents, paint (except completely dried latex paint cans, no liquids), other flammable liquids, aerosol cans, propane tanks, motor oil, transmission oil/lubricating/hydraulic oil/oil filters, contaminated oils (mixed with solvents, gasoline, etc.), antifreeze, appliances, petroleum-contaminated soil/lead paint chips, tires, batteries, computers, monitors, televisions, microwaves, fluorescent tubes, railroad ties, medical waste, asbestos, animals, barrels, all liquids) of the hauling company are required. Furthermore, Lessee agrees to bag any and all landscape materials and place them at the road edge of their lot for pickup by Lessor. Pickup requests of large volumes of landscape material or large items (tree branches, bushes, etc...) shall be preapproved by Lessor via email or in writing prior to placing for pickup. Lessee agrees to request permission from Lessor prior to disposing of non-typical trash on Lessor's property (to include backside disposal). Lessee agrees non-typical trash will be disposed of in a manner established by Lessor through this agreement or in a written response and will never be disposed of next to or in a dumpster. Lessor reserves the right to impose disposal fees, to be determined by Lessor, on any non-typical item(s) disposed of on Lessor's property. Under no circumstances will Lessor receive disposal of televisions, computers, monitors, railroad ties, microwaves, tires, concrete or hazardous material on Lessor's property. Lessee understands all trash should be placed in the dumpster and if full, Lessor will seek an open dumpster elsewhere on Lessor's property. Furthermore, Lessor shall place any item which will not fit in the dumpster in front of their lot and request permission for disposal from the 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/trash and may include administrative fees of no less than \$100.00.
6. Lessor, its agents or employee, reserves the right to access Lessee's trailer 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 should the need arise any required manipulation of the shut off valve. 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.
7. All trailers, lots or structures on the premises shall be maintained year round in good repair and in such a manner so as to provide an attractive appearance. Lots shall be kept neat and orderly with all tools and miscellaneous equipment stored out of sight. Lessee shall keep the lot mowed. Lessor shall have the sole right to determine when the lot is unsightly and to provide or contract for mowing/clean up services at Lessee's expense in an amount not less than **\$50.00** per occurrence. Lessee shall not park campers, boats or boat trailers on their lots. There is an area provided free of charge (1 pre-approved usable item), by Lessor for campers, boats (must be trailered), water crafts (must be trailered), empty trailers and other pre-approved items. Lessor shall inform Lessee of any deficiencies with stored property 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 trailer from the lot and Lessee's stored property at Lessee's expense.
  - a. Lessee agrees to request via email and sign Lessor's Annual 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 identification sticker. Lessor reserves the right to charge an administrative fee/penalty of **\$50.00** for any items stored without the appropriate identification sticker. Lessor has a right to know all personal items stored on their property, failure to follow this rule is a breach of contract and could be grounds for termination and/or fines in the amount of \$300 (annual Corral/Backside storage rate) being administered.
  - b. If Lessee wishes to store multiple items (more than one item) on Lessor's property, Lessee agrees to pay Lessor's semi-annual or annual 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 only and rates are to be decided by the Lessor.

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The Lessee agrees to place a Patterson Harbor approved parking sticker on each item stored for tracking and identification purposes. Failure to place appropriate identification sticker or to pre-pay applicable storage fees in advance are grounds for penalty fees to be assessed by Lessor and possible termination of this agreement if Lessor so chooses. The responsibility of reporting items stored on Lessor's property is the sole responsibility of the Lessee.

8. 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.
9. 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.
10. 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. All golf carts must be approved by Lessor for use on our property, have an appropriate Patterson Harbor Identification sticker, must have an approved golf cart agreement on file and must operate in compliance with State Law. Identification stickers are provided free of charge, but anyone caught operating a golf cart without an identification sticker will be assessed a **\$50.00** fee for placement of appropriate identification sticker. Failure to sign or comply with the rules established in the golf cart usage agreement may be deemed by Lessor as a breach of this Agreement and could result in the termination of this Agreement. Guests who bring a golf cart to Patterson Harbor must have the golf cart pre-approved by Patterson Harbor before usage, must acquire a temporary golf cart pass, and pay any associated fees applied to usage of non-annual resident golf carts.
11. So not to disturb neighbors, please observe "quiet time" between the hours of 11:00 PM and 7:00 AM. Continued violations may result in termination of this rental agreement.
12. This Agreement is not transferrable or assignable without Lessor's written consent. Lessor shall have the right to terminate this Agreement and remove all personal property from the premises in the event of an assignment of this Agreement or a sale of the personal property located thereon without written permission of Lessor. Lessee agrees to request permission in writing prior to placing Lessee's trailer for sale. Lessee agrees to provide Lessor 14 days to review written request. Lessee agrees to provide Lessor access to trailer upon Lessor's request during the review process. Lessor will respond to Lessee's request to sell trailer in writing along with providing any guidelines for the subsequent sale of the trailer. Lessor will administer a lease transfer fee of 5% (\$500 minimum) to the gross sale amount of any approved trailer sale for the assignment of any lease which is assigned with the Lessor's approval. Potential buyers of Lessee's trailer must be approved by Lessor and final trailer sale price must be provided to Lessor to be included in lease transfer paperwork at closing. Leases cannot be transferred on trailers older than 40 years. The determination of trailer condition at all times shall be at the discretion of Lessor. New or replacement trailers (less than 10 years old) also must have prior written approval. Lessor reserves the right to issue governance of this matter at its sole discretion.
13. 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. Lessor may provide marina tabs or purchases on account as a convenience to Lessee at Lessor's discretion. Lessor agrees to sign applicable paper work and pay all Marina tabs in full at the end of each month. An administrative fee will apply to all invoices sent via mail for unpaid marina tabs/purchases on account. Marina alcohol purchases must be paid in full at time of purchase in accordance with Nebraska Liquor Laws.
14. Lessee shall be responsible for providing liability insurance and insurance on any personal property of Lessee, including, but not limited to, the trailer 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.
15. Lessee shall be responsible for winterizing their trailer prior to any freeze. Lessee may be assessed charges relating to water and power usage should damage occur due to failure to winterize trailer. Lessor reserves the right to assess reasonable administrative and service fees for services rendered and reimbursement of costs incurred due to failure to winterize trailer. Lessor shall have no responsibility to determine if a trailer has been winterized or to provide service.
16. In the event Lessor terminates this agreement under the terms here-in, Lessee agrees to remove their trailer within 30 (thirty) days of written notification to vacate Lessor's property. Failure by Lessee to remove their property within 30 days of written notice will result in revocation of rights to timely removal and will give Lessor the right to remove Lessee's property at their expense and without any liability for damage caused in the removal process. Furthermore, Lessee shall be responsible for any and all fees associated with the storage of their trailer while proper permits and moving services are put in place.
17. Lessee shall further:

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- 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.
18. 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 \_\_\_\_\_, 2015

Printed Name of Lessee/Lessees

Signature of Lessee/Lessees

Street or P.O. Box

City

State

Zip

Yes, please 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, Dimension of Trailer:

Insurance Company Name

Policy Number

Expiration Date

JN Company Inc.

D.B.A. Patterson Harbor

By:

Justin J. Clark

Vice President

**PLEASE RETURN ORIGINAL SIGNED COPY WITH PAYMENT TO AVOID UNNECESSARY PENALTIES.**

**Should you have a change in your contact information, please email changes to [marina@pattersonharbor.com](mailto:marina@pattersonharbor.com) or call 308-799-4600.**

**Thank You – Patterson Harbor**

Lessee's Initial: \_\_\_\_\_

Date: \_\_\_\_\_