

ANNUAL CAMPSITE AGREEMENT 2023

This agreement entered this ____ of, _____ by and between Cross Lake Camping LLC, (Lessor) and _____, (Lessee) (the “Agreement”) whereby Lessor agrees to provide a campsite and the use thereof to the Lessee, and Lessee agrees to pay the Rent specified herein and abide by the rules and regulations set forth below.

1. Lessee shall be entitled to the use and occupancy of Campsite # _____ (the “Campsite”) from April 1, _____ to October 31, _____ (the “Rental Period”) for an annual fee of \$_____ (the “Rent”). Lessee agrees to pay the Rent in full on or before March 1st, _____ to reserve Campsite # _____ for the Rental Period or this contract will be cancelled. Down payments & annual payments are nonrefundable.

2. “Camper” refers to a recreational vehicle (“RV”), camper trailer, or park model RV owned by Lessee and described in the “Camper Info” section at the end of this Agreement. “Premises” refers to the entire Cross Lake Camping LLC property. “Lessor” refers to Cross Lake Camping LLC and its agents and employees.

3. Lessee shall not erect or construct any permanent or temporary structures (i.e., decks, platforms, buried wires, or fixed cable dish stands) or add landscaping (i.e., rock, turf, or gardens) unless first approved in writing by Lessor. All Campers shall be complete with functioning wheels and a hitch and shall be readily moveable. Campers shall NOT be skirted in any manner. Campers 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 resulting from moving any Camper, except those caused by the gross negligence of Lessor. The Campsite shall be used solely for recreational purposes and shall not be used as a permanent year-round residence. Lessee agrees that they have inspected the Campsite and understand that the Campsite is to be used as-is for the Rental Period.

4. Lessee is obligated remove their Camper from the Campsite and notify Cross Lake Camping LLC, Management in writing (email is sufficient) if they will be gone for duration longer than two weeks. Lessor reserves the right to move Lessee’s camper if Lessee fails to remove Camper from Campsite as required by this Paragraph. Lessee shall reimburse Lessor for any cost incurred in moving Lessee’s Camper. Lessee agrees to maintain their Camper in a transportable condition. Lessor assumes no liability for items damaged inside the trailer during transport of a Camper pursuant to this Paragraph.

5. Lessor is responsible for furnishing electricity, water, and sewer to the Campsite, as available for the Campsite (some restrictions may apply). Lessee is responsible for the Campsite electric bill.

6. Lessor shall furnish water as available (some restrictions may apply). Lessee agrees to avoid excessive use of water. Lessor reserves the right to limit or end Lessee’s water usage should Lessor deem Lessee’s water use inappropriate. Campsite lawn watering is prohibited between 10 a.m. and 6 p.m. and lawn watering shall not exceed a duration of 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. Lessee must comply with all requirements of the garbage service (no leaves, grass clippings, tree limbs, televisions, appliances, and construction trash). Lessee must request permission from Lessor in writing prior to disposing of any item that does not fit in the container provided by Lessor. Disposal of oversized items may carry an additional disposal fee, the amount of which will be determined by Lessor. In the event Lessee hires contractors to perform work on their Camper, contractor must remove all construction debris from the premises. If Lessee’s contractors fail to properly dispose of construction debris, Lessee will be responsible for any cost incurred by Lessor to remove said debris. Failure to follow

this Paragraph 7 will result in transfer of garbage services expenses to the Lessee and may include a reasonable administrative fee.

8. The Camper listed under “Camper Info” at the end of this Agreement is placed in the Campsite at Lessee’s risk. Lessor is not responsible for any 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.

9. Lessee shall be responsible for maintaining liability insurance and property insurance on any personal property of Lessee, including, but not limited to, the Camper, its contents, equipment, motors, and any other personal property of Lessee located in, on, or around Lessee’s Campsite or Cross Lake Camping LLC premises. Lessee must provide the following information regarding insurance:

LIABILITY INSURANCE:

- a. Insurance Company Name: _____
- b. Policy No.: _____
- c. Expiration Date: _____

PROPERTY INSURANCE:

- a. Insurance Company Name: _____
- b. Policy No.: _____
- c. Expiration Date: _____

10. Lessor shall not be liable in any way for any damage to the person or property of the Lessee, Lessee’s family, guests, licensees, or invitees, while on the Campsite or Cross Lake Camping LLC premises that is caused by anything other than Lessor’s gross negligence. It shall be the responsibility of the Lessee to insure, at his own expense, the property stored on the premises against losses (See Paragraph 9).

11. Lessee agrees to remove all personal items at the end of the Rental Period and any anytime the Lessee removes their Camper from the Campsite, including, but not limited to all firewood, clothes lines, grills, fire pits, trash, and other personal items.

12. Lessee shall not burn wood containing nails or other metal in their Campsite fire pit. Lessee shall not burn bottles, cans, boxes, or trash of any kind in the Campsite fire pit. Lessee will be charged a fee of \$10 per occurrence for burning of metal or trash in the Campsite fire pit. Lessee shall regularly clean the Campsite fire pit.

13. Lessee acknowledges that he/she has inspected the Campsite and is satisfied that the Campsite is adequate for recreational use and safe storage of Lessee’s Camper and other property.

14. Lessor reserves the right to access Lessee’s Campsite and property whenever Lessor deems it necessary to maintain the safety, wellbeing, or condition of any person or property, the Premises, or surrounding property. Lessor assumes no responsibility for the property of the Lessee. Lessor’s right of access extends to the water shut off valve and the electrical connection. Lessor will make reasonable efforts

to notify Lessee of any dangerous conditions requiring Lessee's attention; however, Lessor shall not be liable for failure to notify Lessee of any such dangerous condition.

15. Lessee is liable for the actions of family, guests, licensees, and invitees while on Cross Lake Camping LLC property. Vandalism, theft, or violation of the law will be prosecuted and may result in immediate termination of this Agreement.

16. All property at the Campsite shall be maintained in good condition during the Rental Period. Lessee shall keep the Campsite neat and orderly and free of trash and debris. Lessee shall store all tools and miscellaneous equipment out of sight. Lessee shall store all outdoor furniture and carpet following each use to allow for Lessor to maintain Campsite grounds. Lessee shall be responsible for mowing and maintaining all areas of the Campsite around and under personal property. Storage containers and/or refrigerators of any size are prohibited outside Lessee's Camper. Lessee shall not park campers, boats, or boat trailers on their Campsite unless Lessee is present and using their Campsite. Lessor shall inform Lessee of any violations of this Paragraph and Lessee shall have three (3) days to correct said violations. In the event Lessee fails to correct the violations, Lessor shall have the right to correct the violations at Lessee's expense or to terminate this Agreement.

17. There is an area provided by Lessor ("Overflow Parking") for additional camper(s), boat(s) (must be on a functional trailer), watercraft(s) (must be on a functioning trailer) and trailer(s). Lessee may keep one item in the Overflow Parking area but Lessee must receive written approval from Lessor before parking any item in the Overflow Parking area.

18. Pets shall be kept under the care and control of their owners. Pets shall not be allowed to roam the premises. 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 must be removed from the Premises or placed in a safe indoor environment. If pets create a nuisance or hazard to other lessee's or their guests, or to Cross Lake Camping LLC, Lessor shall have the right to ban the pet from the Premises or terminate this Agreement.

19. All motorized vehicles shall be operated in compliance with State Law. Other than State licensed vehicles, the Cross Lake Camping LLC is a GOLF CART ONLY community. Golf carts shall be operated in compliance with State Law. Golf cart users shall not speed, drive recklessly, create unsafe conditions, or create a nuisance on the Premises. Any golf cart user who violates the aforementioned safety requirements will be prohibited from operating a golf cart on the Premises until further written notice from Lessor. Children must have a state issued learner's permit or driver's license to drive golf carts on the Premises. Violation of this Paragraph may result in the termination of this Agreement.

20. So not to disturb neighbors, Lessee shall observe "quiet time" between the hours of 10:00 PM and 7:00 AM. Continued violations can result in termination of this Agreement.

21. Motorcycles are permitted on the Premises but cannot be parked on the Campsite. Motorcycles shall be parked in the motorcycle parking lot. Continued violations can result in termination of this Agreement.

22. Lessee's Campsite may not be transferred, sold, subleased, or loaned to another person without prior written approval of the Lessor. Lessee is prohibited from displaying "For Sale" signs or solicitations on their camper while parked on the Premises.

23. 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.

24. Lessor permits Lessee to erect ONE temporary tent on Lessee's Campsite to accommodate guests at no additional charge. Additional tents may be permitted for a fee. Lessee must inform Lessor of Lessee's planned use of temporary tents prior to erecting to ensure correct placement and payment of any applicable fee. Lessee must receive written approval from Lessor prior to parking any additional campers or recreational vehicles on their Campsite. Lessee must promptly pay all applicable fees for any temporary tent, additional camper, or additional recreational vehicle and must provide any documentation requested by Lessor.

25. Lessee shall be responsible for winterizing his or her Camper. Lessor reserves the right to assess fees for any costs incurred by Lessor as a result of Lessee's failure to winterize Camper. Lessor is not responsible for determining if a camper has been winterized and Lessor is not responsible for providing winterizing services.

26. Lessee shall indemnify and hold harmless Lessor and the Premises 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. Within thirty (30) days after the filing of any lien for record, Lessee shall fully pay and satisfy any claim, lien, demand, charge, encumbrance, or litigation arising from any work or activity of Lessee on the Premises. Lessee shall reimburse Lessor for all losses, damages, and expenses incurred by Lessor as a result of any such liens, claims, demands, charge, encumbrance or litigation. Should proceedings be instituted for the foreclosure of any lien or encumbrance, Lessor shall have the right at any time after the expiration thirty (30) days to pay the same or any portion thereof. All amounts paid by Lessor including any interest and attorneys' fees, shall be reimbursed by Lessee on demand. Lessee shall indemnify and hold harmless Lessor and the Premises against any claims arising out of or relating to the use or misuse of the Premises. Lessee shall indemnify and hold harmless Lessor from any penalty, damage, fine, or charge incurred or imposed as a result of any violation of law by Lessee.

27. If Lessee violates any terms contained in this Agreement, Lessor may terminate this Agreement. If this Agreement is terminated, Lessee must, at Lessee's expense, immediately remove their Camper and all other property from the Premises. Lessee shall be responsible for any costs and attorney fees' incurred by Lessor in the enforcement of this Agreement.

28. Lessee understands that other rules and regulations will be added as situations arise and agrees to follow them as CLC puts them in place.

29. Lessee is allowed to have weddings for immediate family members at CLC at no charge as long as Lessee does all the set up and clean up.

Printed Name of Lessee/Lessees

Husband _____ Wife: _____

Signature of Lessee/Lessees

Husband _____ Wife: _____

Family members: _____

Mailing address:

City: _____ State: _____ Zip Code: _____

Email: _____

Camper Info:

Make: _____ Model: _____

Year: _____ Length of Camper: _____

Remember: You must provide a picture of your camper by email to info@crosslakecamp.com

Once we receive this lease agreement and pictures, we will notify you by email as to approval.

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

Campground address:
Cross Lake Camp, LLC
39436 380th St. SE
Fosston, MN 56542

Mailing Address:
Cross Lake Camp, LLC
34508 State Hwy 92 SE
Trail, MN 56684