

Lot Lease Agreement

(version 5.3.2023)

This Lot Lease Agreement (the "Agreement") is entered into between _____ (hereinafter referred to as "Resident"), and **Barefoot Landing Partners, LLC** (hereinafter referred to as "Owner").

Owner hereby leases to Resident the Lot located at lot number _____ (hereinafter referred to as "Lot") in the community of **Barefoot Landing Camping Resort** ("the Community") at:

Address: _____ City, State, Zip: **Marion, NC 28752**

This Agreement permits occupancy only by the Resident and the following additional persons (give full name and date of birth):

Additional occupants may reside in the Camper only with the written consent of the Owner and must fill out an application for approval. **Unapproved occupants will be charged \$50 per week each until they are added to this Lease Agreement.**

1. MOVING INTO THE COMMUNITY

1. **Age and Condition**: Unless Owner approves otherwise in writing, RV/Camper must not be older than 20 years of age prior to arrival and the exterior must be in satisfactory condition.
2. **Set Up Approval**: All Campers must be set up in accordance with Owner's approval.
3. **Number of People**: No more than three (3) people are allowed in the Camper unless Owner grants an exception in writing.

2. MAINTENANCE OF THE LOT AND LANDSCAPING

1. **Maintenance**: The Resident must maintain the Lot and the landscaping. The Camper must be kept in good repair and in a neat, clean and sanitary condition. Maintenance of Camper is entirely the responsibility of the Resident and the Owner is not responsible or liable in any way for their repair, safety, construction standards, or future condition. Campers must be pressure washed periodically to remove dirt, rust stains, and mold or mildew on the outside walls.
2. **Additions to Lot**: No permanent fixtures such as awnings, screen rooms, added rooms, roof-overs, or decks and porches may be placed on the Lot without written permission. Sheds are not allowed on the site.
3. **Landscaping Improvements**: Installation or planting of any trees, gardens or ground cover are not allowed without permission in writing from the Owner.

3. LOT RENT AND OTHER CHARGES

1. **Term**: The "Initial Term" of this Agreement will commence on _____ and will end at midnight on _____. Upon expiration of the Initial Term of this Agreement, all other terms and conditions of this Agreement shall remain in full force and effect and such tenancy shall be converted to a month-to-month tenancy.
2. **Rent**: Resident shall pay Owner lot rent in the amount \$_____ per month, which includes water, trash service, and lawn care.
3. The first monthly prorated payment shall be \$_____.
4. **Electricity**: Resident is responsible for reimbursing for all electricity used.

5. **Late Fees and Eviction:** Rent is due on the 1st of each month and eviction for nonpayment may be filed at any time after the first. A late fee of **\$50** will be charged after the 5th of each month for all accounts not paid in full. Owner will charge Resident a court appearance fee of 10% of monthly rent if eviction is filed and granted in court. If Owner accepts payment after eviction filing and then drops the eviction, Resident agrees to reimburse Owner the full cost of the eviction filing.
6. **THIS IS YOUR NOTICE:** If you do not pay your rent within five days of the due date, the Owner can start to have you evicted. You will get no other notice as long as you live on this lot.
7. **Payment Type:** Payments are to be made by credit/debit card or money order (checks may be used after three months of on-time payments and by permission only). Cash payments greater than \$35 are not accepted. **Payment shall be considered as made when received by Owner and not when deposited in the U.S. Mail.**
8. **Bounced Check Fee:** Resident agrees to pay a collection charge of **\$25** for each dishonored bank check which Resident presents to Owner. In the event that one check submitted by Resident is returned for insufficient funds, Resident shall be required to pay by money order or cashier's check only.
9. **Rental Rate Adjustment:** **Any time during or after the initial term of this Agreement, Owner may increase or decrease the rent provided for in this Agreement upon seven (7) days' prior written notice.** If Resident pays late the balance due three times in any 12-month period, the rent will automatically be raised by \$50/mo. with no further notice given.
10. **Where to Pay:** Lot rent payments are to be made at the Owner's office (or other place designated by Owner), either in person or by mail. Payments may also be placed in a secure drop box in the community or paid online.
11. **Security Deposit:** A security deposit in the amount of \$ _____ shall be paid by Resident at the beginning of this Agreement and will be returned within 15 days of departure. The security deposit may be used by Owner as compensation for unpaid rent, utilities, late fees, other charges, cleanup costs, and damages of any nature. If Resident leaves before the end of the Initial Term, the security deposit will be forfeited. A mailbox key deposit of **\$25** shall be paid if Resident requires use of a cluster mailbox slot (if one is available) and returned when Resident has returned the key and paid all other charges owed.

4. RESPONSIBILITIES OF THE RESIDENT

1. **Insurance:** Resident shall purchase a general liability insurance policy with a limit not less than \$100,000, which covers third party bodily injury, death, personal injury and property damage while such property and persons are on or about or making use of the Lease Premises.
2. **Utility Services:** The Resident shall be responsible for the expense of maintaining the plumbing, electrical, and other utility service within and outside the Camper to the point of connection. Resident shall use heat tape for water lines in cold weather to prevent water lines from freezing. Resident is responsible for ensuring proper connection of the electric service to the Camper. Resident is responsible for ensuring that the Camper remains properly connected to the septic tank and shall be responsible for any clogs leading from the Camper to the septic tank.

5. RESPONSIBILITIES OF THE OWNER

1. **Electric Hookup:** The Owner will provide Resident with adequate and safe electrical service. Owner is responsible for maintenance of the electrical service and equipment located outside the Camper.
2. **Water Service:** The Owner will provide the Resident with potable water at an adequate pressure to meet standard everyday needs. The Owner is responsible for the maintenance of water lines to the point at which the lines reach the water cutoff valve on the Lot.
3. **Sewer Service:** The Owner shall provide adequate wastewater disposal that is properly connected to a public sewage system or properly operating subsurface disposal system.

6. TERMINATION OF THIS LEASE BY THE RESIDENT

- 1. **Rent Payable for Entire Month:** Rent is payable to the end of the month in which the Resident moves out.
- 2. **Leave Lot in Good Condition:** Upon leaving the Community, Resident must leave Lot clean and in good condition. If Owner is obliged to clean or repair any part of the Lot, Resident shall be required to pay for such work.

7. ABANDONMENT

Resident’s absence from the Lot for fifteen consecutive days while all or any portion of the rent or other sums due are delinquent shall be deemed an abandonment of the Lot. In order to clear such abandoned premises, Owner may enter the Lot and any storage facilities to remove and store all property of every kind found therein. Owner may impose reasonable charges for storing seized or abandoned property. The Owner may sell the abandoned Camper in accordance with applicable State law.

8. FURTHER CONDITIONS AND AGREEMENTS

- 3. **Entire Agreement in Writing:** This Lease contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions and neither party has relied upon any representation, express or implied, not contained in this Lease. This Lease cannot be changed or supplemented orally.
- 4. **Community Rules:** Resident acknowledges receipt of the Community Rules and Regulations and agrees to abide by them as conditions of this Agreement. Any future amendments to the Community Rules are expressly made a part of this Agreement. **Failure to comply with the Community Rules is considered a breach of contract and can be grounds for eviction.**
- 5. **Validity of Agreement:** It is agreed between the parties that if any provision of this Agreement is held invalid, such invalidity shall not affect the application of the other provisions of this Agreement, and to this end the provisions of this Agreement are declared to be severable, and the remainder of this Agreement shall continue in full force and effect. If any part of this Agreement is in conflict with South Carolina Statutes, the Statutes shall be followed.
- 6. **Damages Beyond Owner’s Control:** The Resident agrees and covenants that he will not sue or make claim against the Owner for damages or injuries sustained by the Resident as a result of fire, theft, wind, flood, water, or acts of God and the Resident expressly releases the Owner from liability for same. The Owner shall not be liable for the failure or stoppage of the supply of electricity or other utilities, nor the stoppage, leakage or bursting of water, sewer, or other similar facilities.

9. OTHER

Signed and Accepted:

Owner *(signed by designated representative)*

Date

Resident

Date

Resident

Date