

WHALESHEAD BEACH RV RESORT
A LIMITED PARTNERSHIP COMPANY

SPACE LEASE AGREEMENT

THIS AGREEMENT entered into this ____ day of ____, 2014 by and between WHALESHEAD BEACH RV RESORT, located at 19921 WHALESHEAD ROAD, BROOKINGS, OREGON 97415, hereinafter referred to as "Lessor", and hereinafter referred to as "Lessee".

RECITALS

WHEREAS, Lessor is the Owner of that certain real property in Curry County, Oregon, commonly known as Whaleshead Beach Resort, 19921 Whaleshead Road, Brookings, OR 97415

WHEREAS, the property of Lessor is **improved with roads, a water system, sewer system, electricity**, as well as individual spaces leased or rented improved for the purpose of occupying the same for placement of park model recreational vehicles which spaces are available for lease on a long term or short term basis;

NOW, THEREFORE, IN CONSIDERATION for the mutual covenants contained herein and other valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. Lessor hereby leases to Lessee (subject to the terms and conditions of this lease) space ____ of that real property located at the address listed above, together with the non-exclusive use and enjoyment of all the facilities and improvements located on the property other than the spaces leased or available to lease to other lessees, known as the "common area".
2. This lease shall commence on the ____, day of ____, 2014, and continue for a term of **99 years**, in 25 year increments, ending on the ____, day of ____, 21__, unless terminated by mutual agreement of the parties or by a breach of the terms and conditions of this lease by Lessee or by an abandonment of the premises by Lessees. Lessees shall surrender the premises to Lessor immediately upon the termination of the Lease term. Lessees shall be entitled to possession of the leased premises as of the commencement date hereof and such possession shall continue provided Lessee is not in default of this agreement.
3. **Use of Premises:** Lessee may use the premises for the placement and occupancy of a **park model recreational vehicle which meets the size and appearance approved by Whaleshead Beach RV Resort, management.**
4. **Rents and Other Expenses.**
 - A. At the time of signing this agreement, Lessee agrees to a rental rate of \$ ____ per month, payable in advance on the **1st day** of each and every month. Rents are payable at the

following address: **19921 Whaleshead Road, Brookings, OR 97415.** Notwithstanding any other term or provision of this lease agreement, Lessor may increase the rent payable under this agreement, but not by an amount which in any 12 month period exceeds ten percent (10%) of the rental amount being paid at the beginning of such 12 month period. Subject to the foregoing limitation on rent increases, a rent increase shall be determined by Lessor in Lessor's sole discretion. In determining a rent increase, Lessor may consider, but is not limited by, the following factors: increases in utility rates, increases in taxes or insurance for the premises and increases in the cost of living index.

B. It is agreed that if rent is unpaid after 5:00 p.m. 4 days following due date, the lessee shall pay a late charge of **\$1.00** per day computed to include the first day due and continuing until both rent and late charges are fully paid. Any dishonored check shall be treated as unpaid rent and be subject to the same late charge plus a **\$25.00** special handling fee and must be made good by cash, postal money order or certified check within 24 hours of notification.

5. Taxes, Assessments and Utilities: Lessee shall pay before delinquency all personal property taxes and any other charge of every description levied on or assessed against the recreational vehicle and any improvements associated therewith considered personal property. Lessee shall make all such payments directly to the taxing authority. Lessee shall pay when due all charges for electricity, telephone, and any and all services used on or in connection with the premises.

6. Maintenance and Alterations:

A. Lessee shall maintain the exterior premises of Lessee's **park model recreational vehicle** in first class condition throughout the term of this lease, ordinary wear and tear excepted. Lessee shall neither deposit nor dispose of any hazardous waste on the premises, nor commit any waste thereon. **Lessee's obligation for maintenance shall include maintenance (wood staining) of any decks, porches or fences allowed to be placed on the premises. Lessor must approve any colors used that vary from the original.**

B. Lessor shall be responsible for all maintenance and repairs to the leased premises consisting of the space leased and any sidewalks, walkways and landscaping on the premises.

C. Lessor shall also be responsible for the maintenance, repair and operation of all common areas and the utilities provided for such common areas.

D. No alterations or improvements may be made to the leased premises without the prior written consent of Lessor. Such alterations or improvements include, but are not limited to, such things as the construction of decks, porches, fences or the like. Any alterations or improvements authorized by Lessor shall be constructed in compliance with any and all county or state ordinances or regulations and in conformance with any requirements necessitated by the nature of the tenancy, which is for placement of a recreational vehicle as personal property. All such work shall be done in good and workmanlike manner and upon termination of this agreement; Lessee shall remove all such improvements unless Lessor agrees to allow the same to remain and, in the event Lessor so agrees, then title to all such improvements shall immediately become vested in Lessor.

E. Any improvements constructed on the premises by Lessee shall be free and clear of any and all mechanic's liens or similar claims and Lessee shall indemnify and defend Lessor against any and all liability or loss arising from any such claims. Nothing in this paragraph shall alter any other provisions of this Lease including, without limitation, restrictions placed on the nature of the improvements or alterations that might be made by Lessee on the premises.

7. Assignment: Except as hereinafter provided, Lessee shall not assign or otherwise transfer Lessee's interest in either this lease/the estate created by this lease, or Lessee's interest in any park model RV situated thereon, without the prior written consent of Lessor. No consent in one instance shall remove the requirement for consent in a subsequent instance.

A. The terms of any such assignment (whether or not the assignment requires the consent of Lessor) shall include a covenant by the assignee that they assume and agree to pay and perform all of Lessee's obligations under this lease.

B. No assignment of this lease (whether or not the assignment requires consent of the Lessor) shall release Lessee of the obligations under this Lease unless Lessor specifically so agrees in writing.

C. Lessee may not assign or otherwise transfer Lessee's interest in this lease, nor any park model RV situated thereon, to any person or entity that is not otherwise described as a permitted assignee in paragraph A above without the prior consent of any leasehold security interest holder in the leased premises.

D. Lessee shall not at any time assign or otherwise transfer Lessee's interest in either this lease, nor any park model RV unit located thereon, to anyone other than permitted assignees (described in paragraph C above) without first offering the same to Lessor by written notice which shall specify in reasonable detail the price, terms and conditions upon which Lessee is willing to assign this Lease/park model RV. Lessor shall have a period of three days (following the receipt of Lessee's offer notice) within which to accept Lessor's offer by giving Lessee written notice of acceptance. If Lessor does not accept Lessee's offer to assign, then Lessee may assign said real and personal property as otherwise provided in this section; provided further that any such assignment shall not be for any price or terms less than what the same was offered to Lessor herein.

8. Right to Sublet/Rental Pool:

A. Absent express written consent of the Lessor, Lessees shall not have the right to independently sublet all or any part of the premises hereunder for the purpose of allowing a third party to place a recreational vehicle thereon; nor shall Lessee have the right to independently sublet any recreational vehicle placed on the premises. Provided, however, that Lessees shall have the right to sublet the premises or any recreational vehicle thereon belonging to Lessees so long as such subletting is accomplished through the "rental pool" program operated by Lessor, the terms and conditions of which are more fully set out in the parties' "Rental Pool Agreement" dated _____.

B. As a **required condition of entering into this Rental Pool Agreement**, Lessee has hereby agreed to the placement of Lessee's park model RV unit into Lessor's rental pool, thereby allowing Lessee's park model RV to be rented out for profit (by Lessor, acting as rental agent on Lessee's behalf) on a short-term (e.g. nightly and/or weekly) basis. (see **special offer of Rental Pool Owners Insurance**)

C. I CHOOSE TO OPT OUT OF RENTAL PROGRAM _____ / _____

9. **Insurance.** Responsibility for insurance pertaining to the Unit shall be entirely borne by the Lessee/Owners, unless otherwise agreed separately in writing between the Lessee/Owners and Agent. Lessee/Owners shall provide Agent with written evidence that the Unit is insured against casualty loss and liability claims, naming Agent as an additionally insured, in such amounts, on such terms and with such insurance Companies as Agent may reasonably require from time to time.

10. **Indemnification.** Lessees agree to pay all damages caused by the negligent or intentional acts of Lessees and/or Lessees' guests, visitors or pets and further agrees to indemnify and hold Lessor, its agents, officers and employees harmless from any and all liability arising out of any such negligent or intentional act including, but not limited to, any damages, costs, legal expenses and attorney fees incurred by Lessor as a result thereof. Lessees shall promptly defend (at Lessees' expense) any claim, action or proceeding for which indemnification is required under this paragraph.

11. **Default:** Each of the following shall be deemed a default and breach of this lease:

Lessees' failure to timely pay all rents due and owing;

Lessees' violation of any city, state or federal law in or about said premises;

Lessees' sub-letting or assigning of the described premises, or any part thereof, without the Lessor's written consent;

Lessees' making of alterations to premises/park model RV without Lessor's express, advanced written consent

Lessees' violation of a rule or rental agreement provision related to the tenant's conduct as a tenant and imposed as a condition of occupancy;

Lessees' failure to timely pay a valid late charge, utility or service charge, or other valid fee and/or assessment;

Failure of Lessee to perform any other term, condition or covenant of this lease within 20 Days after written notice from Lessor specifying the nature of the failure with reasonable particularity. If the failure is of such a nature that it cannot be completely remedied within the 20-day period, the failure shall not be a default if Lessee begins correction of the failure within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to correct the failure as soon as possible.

Attachment, execution, levy or other seizure by legal process of any right or interest of Lessee under this Lease if not released within 30 days;

Bankruptcy and assignment by Lessee for the benefit of creditors or the filing by Lessee of a voluntary petition in bankruptcy, the filing of an involuntary petition in bankruptcy and failure of Lessee to secure a dismissal of the petition within 30 days after filing, the appointment of a receiver to take possession of the premises or improvements of the leasehold estate for any reason. For purposes of this paragraph, the term "bankruptcy" includes all arrangements and chapters of the bankruptcy code.

12. **Application of Law:** The parties acknowledge that as a Lease Agreement, this agreement is subject to statutes of the State of Oregon. The parties agree that all such applicable statutes shall be fully applicable to this agreement. All such applicable statutes shall be incorporated by reference and deemed a part of this agreement.
13. **Severability:** The invalidity or illegality of any provision of this Lease shall not affect the remainder of the lease.
14. **Attorney Fees:** In the event suit or action is brought to enforce any of the provisions hereof, the prevailing party shall be entitled to reasonable court costs and attorney fees, both at trial and on appeal.

It is further mutually agreed between the parties as follows:

1. Said aforementioned premises shall be occupied by no more than 2 (two) occupants;
2. If lessees fail to pay rent or other charges promptly when due, or to comply with any other term or condition hereof, Lessor at Lessor's option, and after proper written notice, may terminate this tenancy;
3. Lessee shall maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy shall surrender same to Lessor in as good condition as when received, ordinary wear and tear and damage by the elements excepted; a fee is herewith paid, no part of which is refundable, for cleaning up and restoring the premises in the amount of \$ To be determined at time of cleanup.
4. Lessor shall properly cultivate, care for and adequately water the lawn, shrubbery and grounds;
5. Lessor shall supply electric wiring, plumbing facilities which produce cold running, and safe drinking water, and basic cable television;
6. Lessee shall pay for all LP gas, electricity, and telephone service. All other services will be paid for by Lessor as follows: Water, sewer, cable and garbage service.

7. The Lessor, after 24 hours written notice specifying the causes, may immediately terminate this agreement and take possession in the manner provided by Oregon law, if: (a) Lessee, or someone in lessees' control or lessee's pet seriously threatens immediately to inflict personal injury, or inflicts any substantial personal injury, upon Lessor or other tenants; (b) Lessee or someone in lessees' control intentionally inflicts any substantial damage to the premises; (c) Lessees have vacated the premises, the person in possession is holding contrary to a written rental agreement that prohibits subleasing the premises to another or allowing another person to occupy the premises without the written permission of the Lessor, and the Lessor has not knowingly accepted rent from the person in possession; or (d) Lessees or someone in lessees' control commits any act which is outrageous in the extreme;
8. Lessee shall not allow any un-drivable vehicle to remain on the premises for more than 24 hours. No car repairs are to be made on the premises, including minor maintenance such as an oil change, no outside storage of any type is allowed with exception to a barbecue and/or patio furniture;
9. Upon termination of this Lease agreement or the surrender or abandonment of the premises, and it reasonably appears to Lessor that lessees have left property upon the premises with no intention of asserting further claim to such property or the premises, or if lessee has been continuously absent for 7 days after termination of the tenancy by an unexecuted court order, or if Lessor elects to remove such property pursuant to Oregon law, (1) Lessor may give lessees not less than 15 days written notice by first class mail endorsed "Please Forward", to lessee's last known address and to any alternate address of lessee known to Lessor, that the property is considered abandoned and unless the property is removed from the premises or place of safekeeping by a date specified in the notice, the property will be sold or otherwise disposed of and the proceeds of the sale, if any, applied as provided by law;
10. A notice of nonpayment of rent or 24-hour termination is deemed served on the day it is both mailed by first class mail to lessee at the premises and also attached securely to the main entrance of that portion of the premises of which lessee has possession and/or has leased hereby.
11. Any holding over by lessee after the expiration of this agreement or any extension thereof, shall be treated as a tenancy from month to month;
12. Pets are allowed. "Pets" consist of anything approved of **in advance** by management. Lessees shall be held responsible for all damages caused by pets, and shall keep pet on a leash at all times while on RESORT property. All pet messes shall be immediately cleaned up by lessee. Failure to keep pets under control, and picked up after could result in a fine of \$25.00 per incident.
13. Failure by the Lessor at any time to require performance by the lessee of any provision hereof shall in no way affect Lessor's right hereunder to enforce the same, nor shall any waiver by said Lessor of any breach of any provision hereof be held to be a waiver of any succeeding breach of any provision, or as a waiver of the provision itself.

14. Lessees agree that they have personally inspected the leased premises and find them satisfactory at the time of execution of this agreement;
15. Lessees agree that they have read this agreement in full, together with all the stipulations contained therein. Lessee further agrees that they have read in full the Lessor's attached "Statement of Rental Policy", and that Lessee fully understands and Agrees to all terms contained therein. Lessor's "Statement of Rental Policy" is specifically incorporated into the instant lease agreement by reference: and
16. Lessee's specifically acknowledge receipt of written copies of this lease agreement, and Lessor's "Statement of Rental Policy".

The Mailing address for Lessor shall be:

**WHALESHEAD BEACH RV RESORT,
19921 WHALESHEAD ROAD
BROOKINGS, OR 97415**

AGREED TO AND ACCEPTED this ____ day of ____, 2014:

LESSOR:

LESSEE:

BY _____

Date

The mailing address for the lessee shall be:
