

WALKER LAKE PRESERVE SEASONAL LEASE AGREEMENT

This RV site rental agreement is dated _____, 20____, and is between WLP Development, LLC dba Walker Lake Preserve (Lessor) and Lessee for the 2024 season.

Lessee

Name: _____ E-Mail: _____
Address: _____ E-mail2: _____
City/St/Zip: _____

Phone: _____
Alt Phone: _____

RV Year / Model / Length: _____

Lessor / WLP Development

Mailing Address:

Jim Morgan
WLP Development
38618 Walker Lake Drive
Richville, MN 56576

jim@walkerlakepreserve.com
612-327-7498

Venmo @deb-pulford Phone 7491 (Add 3% convenience fee or mark friends and family)

Paypal jim@walkerlakepreserve.com (Add 3% convenience fee)

1. Lessor agrees to make site ____ of Walker Lake Preserve available for use by Lessee, subject to the terms and conditions of this lease. Lessee agrees to pay the amount indicated below for use of this RV site under the terms and conditions of this agreement and the *Seasonal Operating Policies* which are available at <http://www.walkerlakepreserve.com/documents/SeasonalPolicies.pdf>.
2. Lessee acknowledges having read and understood this agreement and the Seasonal Operating Policies and agrees to abide by these policies and rules during Lessee's use of Walker Lake Preserve and understands that a violation of the rules is a breach of this agreement and grounds for termination of the lease without refund regardless of when during the season these violations occur.

3. The following individuals are members of the Lessee's immediate family and are to be listed as "Seasonal Residents".

<u>Individual</u>	<u>Relationship</u>
i. _____	Adult Lessee
ii. _____	Adult Lessee
iii. _____	Child
iv. _____	Child
v. _____	Child
vi. _____	Child
vii. _____	Child
viii. _____	Child

4. With Walker Lake Preserve approval, Seasonal Residents may add others to their lease at additional cost. The Seasonal Resident is responsible for ensuring that their extended family members are aware of Walker Lake Preserve rules and will abide by them. It is intended for *occasional* use only.

The following individuals are added as Seasonal Residents.

Individual Relationship Cost

I _____	\$100
ii. _____	\$100
iii. _____	\$100

Vehicle Storage

Boat Description _____
 Trailer license _____
 Second vehicle/trailer _____
 Boat Lift Model _____ Width _____
 Wheel on Left or Right Side as seen from Shore _____ (right wheel is on left side of dock)

5. Site Clean-up Deposit Upon Departure \$250

This deposit will be refunded by check upon Lessor's inspection and approval of site clean-up completion. Visual inspection required with departing Lessee. Site must be left in a clean and orderly manner with no refuse, personal belongings, infrastructure, or damages. Site clean-up fee will be used to offset any nonpaid bills.

6. Termination of Agreement

If the site is not available due to conditions beyond the Lessor's control such as regulatory approval or acts of God; Lessor will return any amounts paid and this agreement shall be null and void.

7. Prior Sale

Sites in the campground are not subject to individual sale. This clause only applies to existing sites (1 to 24F) in Walker Lake Preserve. If a bona fide offer to purchase the site is made to Lessor, Lessor will notify Lessee of the offer in writing and Lessee will have 14 days to extend an offer on the site on the same terms and conditions. If the offer is made prior to March 15 of the rental season and Lessee elects not to purchase the site, Lessor will attempt to provide an alternate site. If an alternate site is not available or Lessee does not approve of the alternate site; Lessor will return any amounts paid and this agreement shall be null, and void and Lessee will be placed on the waiting list above any non-resident and above any other resident that was not displaced. If a bona fide offer to purchase the site is made to Lessor after March 15 of the rental season, Lessee will retain the site through the end of the season and can only be removed for non-payment or cause.

8. Damage Deposit and Electrical Usage

By November 30 of the rental season, Lessor will calculate the charge for actual electricity used. Any overcharge for the season will be refunded or applied to next year's charges at the Lessee's option. Any undercharge is due and payable to Lessor within 30 days. The return of the damage deposit will be done 30 days after Lessee vacates the site in good and Lessor has determined the electrical charges applicable to Lessee and settled Lessee's account in full.

9. Seniority

Site and boat slip seniority is determined by when the initial deposit is paid. Once a site is assigned, Lessee will not be located to a different site unless sold or becomes unusable due to unforeseen circumstances. If Lessee is forced to relocate, Lessee will be offered first choice of any available sites or placed on top of the waiting list if no sites are available based on seniority. Site rights can be transferred to a closely related party or with the sale of an on-site RV less than 15 years old and in good condition. Transferees must pay a \$50 transfer fee to Lessor and execute a lease agreement.

Boat slip seniority is maintained if the optional boat slip fee is paid. Boat slip seniority is not transferred with sale of an RV. If a new boat slip is established or a preferred slip becomes available, seniority determines who gets the slip. It is Lessee's responsibility to notify Lessor of their desire to change a boat slip. If Lessee has a boat lift that requires a left/right side placement, that will be taken into consideration on boat slip assignments.

10. Availability

Sites will be available May 1. You may not have water immediately if there is threat of a hard frost. If your site is not ready, you may park in a temporary location preapproved location. This temporary site may have no water, no septic and limited electricity. If your site is not fully ready, we will refund based on the following schedule:

- \$25 for each week late you are without electricity.
- \$25 for each week you are without water after the threat of frost has passed.
- \$25 for each week you are without septic.
- Or \$125 for each week you are denied access.

11. Price Adjustments

Walker Lake Preserve is an association of owner and renter members. Each member is expected to treat common property as an owner and assist with maintenance and special projects. Returning renters that go above and beyond normal expectations receive a price adjustment of up to 10% of next year's rent based on their contributions during the current year. Activities that qualify include:

- Mowing your own site. *(Not trimming which is required by all.)*
- Cleaning the bathroom, beach, or common areas.
- Promoting and contributing to group activities.
- Assisting with seasonal dock movement.
- Other special projects or activities.

The price adjustment is determined at the discretion of the Lessor and is shown below. If you believe the adjustment is not equitable, please write a short note explaining your contributions and your situation will be reviewed.

12. Cost

Basic Site Rental		
Optional Boat Slip (\$600 full/\$300 Tie up)	\$650	Slip Number _____
Electricity Estimated	\$300	
Additional individuals @ \$ 100 each	\$100	
Clean-up and Payment Deposit	250	
Deposit on Account	(\$0)	
<u>Adjustments/Transfer Fee</u>	<u>\$0</u>	
TOTAL DUE	_____	

13. Payments

Payments shall be made as follows by check:

Site Deposit	\$750
Adjustments / Prior Year Credit	\$
Less Payments Received to Date	\$0
Optional Boat Slip Deposit (\$250)	<u>250</u>
Total Deposit Due with Agreement or August 24	_____

Electricity on Account	\$300
Less Prior Year Electrical Use (Estimated)	(\$)
Additional Payments Made	\$0
Balance due May 1	

Payments are due and payable according to the above schedule without invoice or further notice. An updated statement will be sent in November with adjustments for electrical use.

- A \$30 late fee is incurred if payment is not received prior to the schedule above plus 1.5% interest a month or the maximum permitted by law if less.
- If payment in full is not made by May 1, Lessee agrees that WLP Development may, at his option, remove Lessee's RV from the site and contract with a different party for use of the site without refund or further notice to the Lessee.
- Site Deposit is non-refundable.

14. Offseason Storage

You may store your camper and accessories during the off-season if you pay your site deposit for the following year. Campers left on-site after the expiration of the lease incur a \$10 daily storage fee and are subject to towing charges.

15. Signatures

I have read Walker Lake Preserve's Rules and Seasonal Operating Policies and understand that failure to abide by these rules and policies is grounds for termination of this lease without refund at any time. I will immediately depart if my lease is terminated for any reason.

LESSEE

LESSOR

_____(Printed Name)

Jim Morgan, President WLP Development LLC.

_____(Signature)

_____(Signature)

_____(Date)

_____(Date)