

WOODSONG RV RESORT SEASONAL LEASE AGREEMENT

This Agreement is dated _____, and is between Divine Ventures, LLC dba Woodsong RV Resorts and _____ (Lessee). Lessee's current address and contact information are listed below. All items are required.

Name: _____ First Year Here: _____

Street: _____ Military Veteran: Y N

City/State/Zip: _____

Home Phone: _____

Her Cell Phone: _____ His Cell Phone: _____

His Email Address: _____

Her Email Address: _____

RV Year/Model/Length: _____

Valid Credit Card Number: _____ Exp: _____ CVC: _____

Lessor's address and contact information are as follows:

Woodsong RV Resort
2186 Empire Street
Ogilvie, MN 56358
woody@woodsongrvresort.com
320-272-4300

1. Lessor agrees to make site _____, of Woodsong RV Resort, 2186 Empire Street Ogilvie, MN 56358, available for use by Lessee during the 20__ Camping Season, subject to the terms and conditions of this lease and to pay the amount indicated below for use of this RV site by the nuclear family under the terms and conditions of this agreement and the *Seasonal Operating Policies for 20__* which are an important part of this agreement and are attached hereto as Addendum 1.
2. Lessee acknowledges having read and understood this agreement and the *Seasonal Operating Policies for 20__*, and agrees to abide by these policies and rules during Lessee's use of Woodsong RV Resort, 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 nuclear family and are to be listed as “Seasonal Residents”. If you have more than four children living at home additional charges may apply.

<u>Individual</u>	<u>Relationship</u>	<u>Cost</u>
i. _____	Adult Lessee	\$ _____
ii. _____	Adult Lessee	\$ -0-
iii. _____	Child’s age _____	\$ -0-
iv. _____	Child’s age _____	\$ -0-
v. _____	Child’s age _____	\$ -0-
vi. _____	Child’s age _____	\$ -0-

4. With Woodsong approval, Seasonal Residents may add extended family members to their lease at additional cost. The Seasonal Resident is responsible to insure that their extended family members are aware of Woodsong rules and will abide by them. It is intended for occasional use only. Additional lessees may be:

- a. single adult children;
- b. parents of Seasonal Residents

Married children and their families cannot be added as Seasonal Residents but would be required to lease their own site.

The following individuals are added as Seasonal Residents.

<u>Individual</u>	<u>Relationship</u>	<u>Cost</u>
i. _____	_____	\$80.00
ii. _____	_____	\$80.00

5. All trailers and/or vehicles (does not include RVs) stored at Woodsong must have a Woodsong vehicle sticker posted in a clearly visible location. Stickers will be provided when the contracts are signed and should be attached to stored vehicles/trailers.

<u>Vehicle Storage</u>	<u>Cost</u>
First stored vehicle/trailer	\$-0-
Boat Description _____	
Trailer license _____	
Second vehicle/trailer _____	\$120
License _____	

6. Site Clean-up Upon Departure \$100.00

This deposit will be refunded (via check and USPS) upon Woodsong Resort’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 non-paid bills.

7. Option to **sell on site** \$100.00
 Subject to condition specified in paragraphs 11.

Lease agreement cost :	
Nuclear family	\$ _____
Additional individuals _____ @ \$ 80.00 each	\$ _____
Additional vehicles/trailers _____ @ \$120.00 each	\$ _____
Site Clean-up Deposit & Final Payments	\$ _____
On-site sale option	\$ _____
 TOTAL DUE for the 20__ Camping Season:	 \$ _____

8. Payments on this contract shall be made as follows **by check**:

1st Payment (25%) due September 15, 20__	\$ _____
2nd Payment (25%) due November 15, 20__	\$ _____
3rd Payment (25%) due February 15, 20__	\$ _____
4th Payment (25%) due April 15, 20__	\$ _____ or remaining amount due

** Payments made via credit card will incur a 3% processing charge **

Payments are due and payable according to the above schedule without invoice or further notice. Woodsong may, at its option, send out an email reminder prior to each payment due date.

- A \$30 late fee is incurred if payment is not received prior to the schedule above.
- Payments not received after 30 days will be automatically charged to the on-file credit card and will include the late fee and a 5% processing charge. If credit card is declined or invalid, a \$30 fee will be charged every 30 days until payment is made.
- Scheduled payments provide a location for 20__/20__ winter storage of Lessee's RV; and,
- Reserve the campsite for Lessee's use in the 20__ Camping Season.
- **Any and all payments made are not refundable at any time for any reason.**
- If payment in full is not made by April 15, 20__, Lessee agrees that Lessor 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.

I have read Woodsong'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
 _____(Printed Name)

LESSOR

 Divine Ventures, LLC

_____(Signature)

DATE: _____

Woodsong RV Resort

www.woodsongrvresort.com
2186 Empire Street
Ogilvie, MN 56358
320-272-4300

Addendum 1 to 20__ Seasonal Lease Agreements

Seasonal Operating Policies

1. CAMPING SEASON

The annual "Season" is May 1 through September 30.

- Your lease fee payment allows Seasonal Residents access to the RV Resort and use of available facilities/utilities anytime during this period.
- As a courtesy to Seasonal Residents, the RV Resort gates will be opened by April 15th of the seasonal year weather conditions permitted. Road conditions are cause for access delays.
- You are welcome in the RV Resort any time after this date for cleanup and preparation of your campsite.
- You may spend the night in your RV if you choose but full facilities may not be available until May 1 or later depending on weather. Facilities/utilities will be available on the following tentative schedule and subject to weather conditions. Weather delays do not result in refunds or credits of lease payments.

RV Resort Gates Open	April 15 th
Electricity	April 15 th
Water and Lodge Facilities	May 1 st
Pool Opens	Memorial Day
Pool Closes	Labor Day
Lodge Facilities Close	September 30 th
Begin winterization (no water)	October 5 th
RV Resort Gates Close	October 15 th

Seasonal Residents who have signed contracts for the 20__ camping season may continue to use their RVs for two weeks after Woodsong closes October 1st. Water will be shut off for winterization after October 1st.

2. CAMPING AT YOUR OWN RISK

- Each Seasonal Resident will maintain his own liability insurance coverage.
- This insurance will cover the Seasonal Residents and their guests for personal injury, loss and/or property damage.
- The Seasonal Resident accepts camping privileges with the understanding that he hereby releases Divine Ventures, LLC dba Woodsong RV Resorts (Woodsong or Lessee), its officers and employees, of all liability for loss or damage to property and

injury to his person, family and guests arising out of their use of Woodsong RV Resort and facilities, and agrees to indemnify Woodsong, its officers and employees, against claims resulting from loss or damage to property or injury to the person of any member of the family or any visitor or guest of the registered camper arising out of the use of its camping facilities.

- Damages or losses caused by electrical outages, wind, rain, lightning, hail or any other weather condition are not the responsibility of Woodsong, but that of the lessee.

3. CONSIDERATION OF OTHER RESIDENTS AND CAMPERS

- Quiet hours are from 11 PM to 8 AM daily and will be strictly enforced.
- Seasonal Residents are responsible to see that all guests on their campsites observe this rule.
- Large parties with excessive noise are not allowed nor is offensive or unseemly language.
- Music must be unheard from more than 30 feet away.

4. RVs, VEHICLES, DECKS, STORAGE BUILDINGS, AND LANDSCAPING

Recreational Vehicles

- RVs placed at Woodsong must be in great condition;
- Not more than 10 years old; *and*,
- Approved by Woodsong prior to placement on the leased space.
- RVs older than 10 years but still in good condition shall be permitted for the current Lessee but shall be removed when the current Lessee terminates his site lease.
- Lessee will incur a daily fine of \$20 for not removing the RV at the conclusion of their lease.
- Woodsong shall be the sole determining entity as to which RVs are acceptable, regardless of age.
- Seasonal Residents may place or remove an RV on a leased site anytime between April 15th and October 15th, weather and soil conditions permitting.
- Woodsong shall have final approval of the placement of your RV on the leased site.
- The site is leased conditionally on the placement of an approved RV. It may not be used for other purposes.
- Seasonal Residents may temporarily remove their RVs during the camping season for travel or repairs. Please inform Woodsong as to the circumstances and time frames. If an RV is off site for more than 14 days without the requisite notice, the Seasonal Resident may be deemed to have abandoned the site and the site may be released to other individuals.

Boats, Extra Vehicles and Trailers

One boat and/or trailer may be stored in the boat storage lot. You may keep your boat on your site while you are staying in your RV as long as the boat does not interfere with roads, lawn maintenance, or others' use of Woodsong. Boats should be stored in the boat storage lots when you are not in residence. Any extra vehicles and/or trailers that are atypical must be stored in boat storage.

Other Personal Property

Storage buildings, decks, screened enclosures and other personal items (including satellite dishes) are allowed on your site as long as the Seasonal Resident obtains approval from Woodsong prior to installation.

- Personal property must be more than 10 feet from any neighboring personal property.
- Any additions, changes and/or alterations in decking, storage units, covered porches, patios, etc... must be pre-approved.
- Decks elevated more than 12" from ground level are required to have lattice of high quality encircle the entire deck that is visible from public view.
- One storage building permitted per site. Storage building shall be less than 100 square feet, and may not be used as sleeping quarters.
- These items remain the property of the Seasonal Resident and may be sold or removed when the lease is terminated. They should also be high quality and in good condition.
- Woodsong is required to provide the county assessor with the names and addresses of Seasonal Residents. Seasonal Residents will be taxed directly from Kanabec County for personal property (decks, storage buildings, etc). If Kanabec County taxes Woodsong in error for such structures, Seasonal Residents agree to reimburse Woodsong for such expenses.
- All RVs must have current license tabs clearly displayed. Park model RVs should not have a motor vehicle license. See the Kanabec County website for more information on taxation of recreational vehicles.
- All personal property must be located on your site, between the power pedestals, and behind the front of your trailer.

Landscaping

Landscaping is not considered personal property. To maintain the appearance of the campsites, plants, rocks, retaining walls, permanent fire rings, patios, etc., must remain with the site when you terminate your lease or move to another site. They may not be sold or removed unless you have specific provisions written into your lease agreement allowing you to remove such items.

5. RV AND VEHICLE STORAGE

Seasonal Residents may store their RVs and one boat and/or trailer, onsite from October through April without charge if:

- A signed contract is in effect with Woodsong for the following Camping Season; and,
- All terms and conditions of the contract have been met and Lessee is not in default on any provisions of this agreement.
- Stored trailers or vehicles must be registered on your contract and clearly display a Woodsong - issued parking sticker.
- Stored trailers or vehicles without a registration sticker will be subject to additional storage fees.
- Seasonal Residents who are not renewing their leases for the next Camping Season must remove their RVs and other personal property prior to October 1 of the current camping season to avoid charges for non-reserved storage and removal from the site by Woodsong. Lessee agrees that any personal property including RVs, Boats, and trailers, that is left for a period of 6 months after the expiration of a lease may be

considered abandoned and can be disposed of by Woodsong to satisfy unpaid rental charges.

- There is no access to stored trailers or vehicles during the winter.

6. UTILITIES

- A device to prevent water backflow from your RV to the water system is required by law (backflow prevention device, aka, BPD) and is your responsibility to provide and be installed on the spigot at your site at all times. You may not remove this device. If a device is missing they will be re-installed at your expense (device, plus labor).
- Seasonal Residents are responsible for paying for electricity used. Woodsong charges a flat rate per kilowatt-hour for power consumption. Electrical bills will be ready for payment after the 1st of the month. Credit/Debit card payments are subject to a 3% processing fee.
- Four inch schedule 40 PVC should be used to connect the RV to the sewer line. A “sealing” type connector is required between your RV and the sewer pipe in the ground. The PVC may not extend into the sewer line more than 4 inches. **DO NOT PUT FLEXIBLE PIPE DIRECTLY INTO THE SEWER SYSTEM AS IT WILL BLOCK THE SEWER FOR YOUR NEIGHBORS “UPSTREAM”.**

7. “SEASONAL RESIDENTS” AND “GUESTS” DEFINITION

- “*Seasonal Residents*” shall mean the nuclear family:
 - Members of the Lessee’s immediate family (husband/wife and children under the age of 19 living at home);
- Siblings, adult children, parents and/or grandchildren of the Seasonal Resident do not qualify as registered seasonal residents unless they are listed on the lease agreement. Woodsong shall determine who shall be listed as a “Seasonal Resident” or be deemed a “Guest” based on family circumstances.
- “*Guests*” shall mean all other individuals whom you may invite to visit your campsite and/or stay overnight at your campsite regardless of their relationships to the Seasonal Resident.
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Seasonal Residents RV Resort Use

- The seasonal fee pays for use of the RV Resort and all facilities for family members listed in this agreement as “Seasonal Residents”.
- Tents are allowed on seasonal resident campsites at no additional cost when used by “Seasonal Resident” non-adult children. There is an additional charge for a tent or camper placed on a seasonal site and used by “guests”. It is called “Piggybacking” and is \$25 per night. Piggybacking may only be used in the event there are no nightly/weekend sites available and Woodsong must approve each piggyback.

Guests RV Resort Use

All guests must be registered with Woodsong **prior** to admittance. Your guests must register at the office, or you may register for them (via phone call or text message) if they are coming in at a time when the office may be closed.

- The following fees will apply to guests of Seasonal Residents. If guests fail to register and/or pay the appropriate usage fees, the fees will be billed to and paid by the Seasonal Resident. A two vehicle limit for guests at your site will be enforced.

- o Guests exceeding 5 mph \$5.00 per incident
 [?] Violation notice sent via text to seasonal resident.
- o Guests failing to register prior to entering park \$7.50 per person
- o Registered Guests staying at your site in tent or RV \$25.00 per day
- o Unregistered Guests staying in your RV, in tent or RV \$50.00 per day
- o Guests staying in your RV when you are absent requires advance written permission (7 days prior to scheduled arrival) from Woodsong. Sites/RVs may not be sublet.

8. LEASED SITE MAINTENANCE

Woodsong is responsible for mowing the general use areas and will mow your site up to the hitch in front of your camper.

- Residents are responsible for mowing and trimming their sites around and beyond the hitch. A mower is available to borrow.
- Residents are responsible to trim any added landscaping (planters, flag poles, chairs, tables, etc...). Please trim items in front of hitch to maintain a nice appearance.
- To maintain a well-groomed appearance, Seasonal Residents are required to mow and trim their sites at least every other week. If site maintenance is not completed as required, Woodsong will charge \$50 each time a mow and/or trim is required to maintain a well groomed appearance.
- Please make sure the grass area in front of your hitch is free of mowing obstructions, especially dog leashes and chains. Fire rings are to be free of litter upon departure of Woodsong.
- If tree trimming or removal is necessary on your site, you may be required to move your camper, deck or storage building to shield them from potential damage. Do not remove trees on your site without obtaining permission in advance from Woodsong.
- Never dump ash or leaves on land adjacent to the RV Resort. Dispose of them properly. When placing ash in the dumpster, be sure it's cool. Warm ashes are a fire hazard.
- Recreational vehicles, building structures and decks must be washed when necessary and always maintained in good condition. Woodsong will charge \$125 each time a wash is required to maintain the appearance of the park. Woodsong determines when a wash is required and will execute without notice to maintain the park's appearance.
- Redwood stain may be used on picnic tables or you can paint them with Sherwin Williams paint named "Durango". Picnic table maintenance is the responsibility of the guest during the season. Woodsong will do table work during the off-season. If yours needs repair/maintenance please notify Woodsong prior to October 1st.
- RV and/or auto garage canopies are not allowed.
- If a Seasonal Resident terminates his lease (or has the lease terminated by Woodsong), he shall remove all personal property and leave his site clean and orderly. ALL ITEMS ON SITE MUST BE CLEARED. If anything is left behind or the site is damaged in any way, Seasonal Residents agree to pay reasonable restoration and/or site clean-up costs (minimum of \$100) and forfeit their clean-up deposit. Removal and clean-up must be completed within 3 days.
- Do not store food or garbage outside your RV as it may attract bears and/or other woodland creatures. Bird feeders are allowed if no evidence of bears has been reported. Be aware that birdseed and hummingbird feeders will attract hungry

bears. If evidence of bears is discovered within Woodsong, everything must be removed until notice is given that it is once again safe to replace them.

9. TRASH

Woodsong pays by the load and by the pound of trash removed. Your lease payment provides for the removal of trash and garbage created from normal day-to-day living.

- Please put all trash in strong plastic trash bags that are closed at the top. Place the bags in the dumpsters provided.
- Cut and flatten boxes to conserve space.
- Appliances, TV's, building materials, lawn chairs, grills, equipment and similar items may not be placed in the dumpsters. Such items should be taken with you when you leave, or if necessary, arrangements can be for a disposal fee.

10. LEASE FEES, CHARGES AND PAYMENT SCHEDULE

A basic seasonal lease includes one RV site with water, electricity, sewer, and space for one boat/trailer from May 1st through September 30th and 2 gate cards. Onsite storage for the RV and space for one boat/trailer, is available free of charge for the winter months prior to the contracted Camping Season. The Seasonal Resident also pays for electricity based on the usage at the site. Other charges detailed below are in addition to the basic seasonal lease fee

A. Registered Guests staying at your site in tent or RV	\$	25.00/night
B. Unregistered Guests staying in your RV, in tent or RV	\$	50.00/night
C. RV, boat or trailer in storage without a valid lease	\$	150.00/month/site

reservation and payment schedule for 20__.

Given the complexities of coordinating the spring and fall movement of recreational vehicles, the Seasonal Resident agrees that time is of the essence and any change in his plans will be communicated to Woodsong as early as possible.

- Scheduled payments must be made to qualify for free storage during the winter prior to the Camping Season.
- Payments are non-refundable.
- If payments are not made within 30 days of the scheduled date, reservations are subject to cancellation without notice and storage charges for vehicles left at the RV Resort will be incurred.
- RVs left without a valid contract will incur a winter storage charge of 50% of the lease amount that must be paid before the RV will be released prior to April 15th.
- Rental charges for any RV left at Woodsong, on-site or in storage, without a valid contract after April 15th shall be \$150 per week, in addition to 50% of lease amount as stated previously.

11. SALE OF YOUR RV ON-SITE

A Seasonal Resident with a valid, paid-in-full reservation may sell his RV and assure the buyer it can remain on the existing site if all of the following conditions are met:

1. Resident has a valid, paid lease;
2. RV is 10 years old or less *and* in good condition;
3. RV has substantial decking and/or landscaping;
4. Buyers are approved by Woodsong and sign a new lease.

A resident choosing to sell their RV must purchase an **option to sell on site**. The \$100 fee is annual and is based on the calendar year. On-Site Sale is defined as your unit, up for sale, regardless of marketing options employed.

12. CHANGING SITES

If you would like to change sites, please talk to Woodsong management concerning available sites. Available sites are reserved on a first come, first served basis.

13. RESORT RULES

In exchange for use of Woodsong RV Resort facilities, Lessee agrees to abide by the following rules, and will insure guests also adhere to the rules and accept responsibility for their guests actions. Failure to comply with these rules and policies is a breach of this agreement and will result in termination of the Lessee's lease without refund regardless of when the breach occurs. Termination of the lease requires an immediate departure from Woodsong property.

Safety

- The speed limit within Woodsong is **5 MPH**.
- Do not drive around the speed bumps.
- Violations: immediate \$5 fine; 2nd violation is \$50; 3rd violation is \$150; 4th violation is termination of lease without refund. Notification of violations may be done via text message or verbally and are not disputable. Violations will be added to Seasonal Residents site charges. Failure to pay will result in termination of lease.
- All guests, service providers and visitors must be registered with the office prior to admittance. Guests may visit FREE except if they fail to register prior to entrance. Failure to register PRIOR to entrance results in \$7.50 fee per person.
- No gas or battery powered vehicles are allowed except for your personal passenger vehicles. Passenger vehicles are not meant to provide transport around the park but are to be used strictly upon entrance and exit of Woodsong.
- Seasonal Residents with disabilities or health issues requiring a motorized cart for mobility may request this rule be waived. Only those listed on the lease agreement may ride with the resident given permission to use a motorized cart.
- Bicycles ridden after dark must have appropriate lights and reflectors.

Campsites

- Only one family, one RV, and no more than two vehicles are allowed per campsite.
- Firewood must be DNR certified and from within a 50 mile radius. The DNR certificate must be presented to Woodsong ownership prior to arrival at your site. Wood may be seized or a \$100 fine imposed at Woodsong's option.
- No use of fireworks or firearms are allowed in Woodsong at any time.
- Do not leave trash at the campsite or in the fire ring. Trash is to be placed in sealed plastic bags and put in the dumpsters. The dumpsters are for scraps and garbage from daily living. Do not dispose of any other items without Woodsong approval.
- Permanent clotheslines are not allowed.

Pets

- Dogs deemed dangerous are not allowed at Woodsong. If your dog displays dangerous behaviors you will be asked to remove your dog and/or leave the resort.
- Dogs must be on a leash at all times. Barking dogs will not be tolerated. Do not leave your dogs outside, unattended, when you leave Woodsong.
- Dogs are not allowed in the buildings or pool area.
- Be respectful of others walking through Woodsong . Clean up after your pet.
- Violation of any of these rules: immediate \$5 fine; 2nd violation is \$50; 3rd violation is \$150; 4th violation is termination of lease without refund. Notification of violations may be done via text message or verbally and are not disputable. Violations will be added to Seasonal Residents site charges. Failure to pay will result in termination of lease.

Pool

- Open 10 AM to 9 PM or Dark. Please shower before entering the pool or spa.
- Children under the age of 16 are not allowed in the spa area at any time.
- A parent or adult must accompany children under the age of 14.
- No glass is allowed in the pool area. Smoking not permitted in the pool enclosure.
- No air mattresses, inner tubes, or floats are allowed. Water wings and noodles may be used.
- The pool has no lifeguard. Residents, campers and guests swim at their own risk. Parents are responsible for their children.
- Running, pushing, and rough play are not allowed. Diving is not permitted.
- As Woodsong is a private resort and membership only, there are no handicap chairs for accessing the pool or the spa. Signing this agreement indicates acceptance.

Consideration for other Campers

- Quiet hours are from 11 PM to 8 AM. After 11 PM, conversation and camping noise must be restricted to your campsite. Music must be unheard from more than 30 feet away.
- The playground observes the same open/close hours as the pool.
- Smokers must dispose of cigarette butts in trash containers
- No unseemly language.
- Please act selflessly, with concern for your neighbor, with compassion and kindness in all interactions and situations.
- Disagreements with neighbors and residents should be mediated privately. We are not a conduit for you to air any grievances with people and solve your problems.