



## Cabin/Lot Rental Lease Agreement

**Parties:** This lease agreement is entered into on \_\_\_\_\_ by \_\_\_\_\_ (“Lessee”) and Fairmount Camp (Lessor).

**Leased Premises:** For consideration of the Lessee’s payment to the Lessor of the rental consideration hereinafter set forth, the Lessor does hereby lease to Lessee the following: Cabin/Lot # \_\_\_\_\_.

**Term of the Lease:** The lease term of the agreement shall commence on the date set forth above and shall continue thereafter on a yearly basis. The agreement will automatically renew each year unless the Lessee provides a written notice of election to terminate the lease agreement due to selling of the cottage/lot or the desire to return the cabin/lot back to Fairmount Camp.

**Yearly Fee:** Lessee hereby agrees to pay the rental payments stipulated below as invoiced yearly. Payments should be made to Fairmount Camp.

Annual fees for the leasing of the cabin or RV lot will be evaluated by the Executive Committee and communicated to cabin and lot owners no later than December 31st annually. Invoices will be sent in January each year. Rent for the leased premises shall be paid on or before May 1<sup>st</sup> every year. Payment of the rent shall be made by cash, check or credit card payment (additional 4% fee to cover the processing fee of credit card payments). Failure to pay the fee annually for two consecutive years without proper payment arrangements made with the Fairmount Camp office will cause the land along with the property on the leased land to revert ownership to Fairmount Camp. All monies received by Fairmount Camp shall be applied first to the non-rent obligations of the Lessee, including late charges, charges for returned checks, then to rent, regardless of notations on the check.

**Late Payment Fees:** If yearly fee is not paid by May 1<sup>st</sup> of the current invoiced year, the fee will be considered delinquent and Lessee agrees to pay an additional \$20 every month until the fee is paid in full or payment arrangements have been made with Fairmount Camp.

**NSF (Not-Sufficient-Funds) Checks:** Should the Lessee remit a check to Fairmount Camp that is not paid by Lessee’s bank due to Non-Sufficient-Funds, a NSF fee of \$50 shall be assessed to and paid by Lessee to cover the cost of the NSF Fee.

**Use of Leased Premises:** Lessee shall not permit the leased premises or any part thereof to be used for (a) the conduct of any offensive, noisy, or dangerous activity, (b) the conduct of any activity which violates any Fairmount Camp regulations which are in accordance to the Wesleyan Church Articles of Religion, (c) any purpose or in any other manner which will obstruct, interfere with or infringe on the rights of other persons near

the leased premises. Lessee shall not permit more than two vehicles on the leased premises unless authorized by Fairmount Camp. The leased premises which are reserved for Lessee's private use shall be kept clean and sanitary by the Lessee. Lessee shall be liable to Fairmount Camp for damages caused by Lessee, Lessee's guest, or occupants .

**Responsibility for Condition of Leased Premises:** Lessee shall use reasonable diligence in the care of the leased premises and shall be responsible for keeping the cabin and lot clean and neat and for (a) maintaining the yard including any plants surrounding the cabin or lot, (b) prompt removal of trash from the premises, (c) eliminating any condition that may be dangerous to the health and safety of others, (d) lost or misplaced keys, and (e) damages resulting from Lessee's negligence. If after two years of neglect or upkeep of a cabin or RV slab, the Lessee will be considered in default of this agreement. Default will result in this contract being reviewed by the Buildings and Grounds committee for an immediate plan of action. The consequence of ongoing neglect can result in the cabin or RV slab/site reverting back to Fairmount Camp.

**Use of Premises:** Person/s must be 19 + years of age to camp overnight in any cabin, dorm, RV, tent without a supervising adult staying on camp property or camp assigned counselor.

If someone not of the Lessee's household uses the cottage or campsite, the cabin owner must notify the camp office to let us know that the cabin is being used. The guests must also register with the camp office at the time of arrival.

Electrical items such as lights, fans, air conditioners, water heaters, etc. should be turned off when Lessee is not staying at the cabin or camper.

The camping season and subsequent use of cabins and RV lots is from May 1<sup>st</sup> to October 15<sup>th</sup> each year. Communication will go out to Lessee's if there is a change to these dates due to unforeseeable circumstances. RVs and campers must be removed by November 1<sup>st</sup> if the lot leased by the Lessee is a grass lot. If you would like to store your camper at Fairmount Camp for the winter, please contact Fairmount Camp for prices. If you own a concrete slab, you may keep your RV or camper on the slab for no additional cost. All water lines and electrical lines must be disconnected.

**Liability:** Fairmount Camp shall not be liable to Lessee, Lessee's guest(s) or other occupants, for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, conditions of the leased premises, or other occurrences unless such damage or injury is caused by gross negligence of Fairmount Camp. Lessee agrees to notify Fairmount Camp immediately of any dangerous or potentially dangerous conditions on or about the leased premises. *Fairmount Camp strongly recommends that the Lessee secure his own insurance coverage for protection against such liabilities and losses.* If Fairmount Camp's representatives or employees

are required to render services not contemplated in this agreement, Lessee agrees to hold harmless Fairmount Camp and the others named from all liability in connection with such services.

**Selling of cabin or lot:** Lessee must inform Fairmount Camp office *prior* to the sale and exchange of monies for a cabin or lot. The cabin/lot should be inspected to determine if the cabin is in a current state of disrepair. If repairs to the outside of the cabin or lot are necessary, a plan and timeline for the repairs should be determined between the buyer and the Buildings and Grounds Committee.

Anyone wishing to purchase a cabin, must work with the camp office to ensure that the appropriate application has been received and approved before ownership can be changed.

Actual real estate (land) cannot be sold as it belongs to Fairmount Camp. A new Lessee shall pay a one-time fee of \$50 before entering into any other agreement. This fee is non-refundable and non-transferable (except to a spouse or child who is also a Member of a Wesleyan Church or like minded denomination). Should participants cease to be a Member of a Wesleyan Church, or a member of a like-minded denomination, a request should be submitted to the Fairmount Camp Director regarding a continuation of this agreement. The new Lessee must be a member of the Wesleyan Church or a like-minded denomination or group, unless authorized by Fairmount Camp's Board of Trustees.

A bill-of-sale or proof of sale must be provided to the Fairmount Camp office after approval to finalize the sale between the seller and buyer.

**Pets:** Pets must remain inside the cabin or camper of the Lessee and only allowed outside of the cabin or camper when placed on a leash and accompanied by the Lessee. Pets are not to be chained and left unattended. Pet waste must be removed from the ground immediately and disposed of in a pet waste bag.

Your signature indicates that you have read and agree to abide by the above Lease Agreement. Failure to comply with any of the agreement guidelines and responsibilities will be a reason for the Board of Trustees to review participant's ownership of the cabin or use of the campsite.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_