

THAYER, INC. d/b/a LAKE HILL PARK
CORPORATE OFFICE
P. O. BOX 716, 1189 EAST STATE ROAD 16
MONON, IN 47959
219-253-7818
Lakehillpark.com

RENTAL AGREEMENT FOR BOAT DOCKS

Persons and Premises

THAYER, INC., hereinafter referred to as "Lessor", hereby leases to _____ hereinafter referred to as "Lessee", those certain premises, hereinafter referred to as "demised premises," and further described as BOAT DOCK # _____ LAKE HILL PARK, MONTICELLO, IN, on the following terms and conditions:

Term of Lease

The term of this lease shall be from January 1st until December 31st commencing at 12:01 A.M. on January 1st, 20____. This Lease shall automatically renew for another 1 year term for the subsequent year if the Lessee's boat and/or boat lift, and/or any other personal property remains on the Lessor's property on January 1st.

Rent

Lessee agrees to pay, and Lessor agrees to accept, as rent for the use and occupancy of the demised premises the sum of \$ _____ in advance of the 31st day of January. If the balance due is not paid in full by January 31st, a \$100 late fee will be charged. If any amount due is not paid within 30 days of notice, Lessee will be considered in Default of this Lease agreement and will be subject to the Lessor's Remedies for Breach of Lease. Lessor will send notice at the address specified in this lease for the service of notices to Lessee of any increase in the rental amount. The increase will not exceed 10% of the current rent. Written notice of a rate increase will be given by Lessor to Lessee at least 30 days in advance of January 1st, prior to a new tenancy in subsequent years. Lessor will not accept post dated checks or "Hold" a check from deposit when received. Boat dock Lessees with a Travel Trailer or Mobile Home lease may utilize the Park's pool, pool area, and other community facilities, but only if all such leases are current in the payment of rent and in good standing.

Park Rules

On execution of this lease, the Lessee confirms that they have read the park's rules and agree to abide and to have all their guests abide by them. Any violation of these rules shall constitute a breach of this contract. Lessee also agrees to abide by any update or revision to the rules deemed necessary by the Park Management and posted to the Company's website at Lakehillpark.com with or without notice of change.

Use

The Lessee shall not permit the demised premises or any part thereof to be used for (1) the conduct of any offensive, noisy, or dangerous activity; (2) the creation or maintenance of a public nuisance; (3) anything which is against the laws or rules and regulations of any public authority at any time applicable to the demised premises; or (4) any purpose or in any manner which will obstruct, interfere with, or infringe on the rights of other tenants of the Lessor. (5) Lessee hereby states that they are the lawful owner of the boat lift and any other improvements made and that they are responsible for the installation, maintenance and repair of the lift and improvements. (6) Lessee also agrees and states that they will remove their boat lift prior to the end of their lease agreement. (7) Lessee agrees to allow Lessor or Lessor's agent to move or remove and replace Lessee's lift to allow repair and maintenance work to the dock, seawall, hillside or any waterfront improvements.

Hold-Harmless Clause

Lessee agrees to indemnify and hold Lessor and employees of Lessor, the property of Lessor, including the demised premises free and harmless from any and all liability, claims, loss, damages, or expenses, including any attorney's fees and/or costs, arising by reason of injury or damage to or destruction of any property or person, including property owned by Lessee or any person who is a guest or invitee of Lessee, caused or allegedly caused by some condition of said premises, the fault of Lessee, or some act or omission, whether or not negligent or intentional, on, or about the demised premises.

Assignment and Subletting

Lessee shall not assign this lease or sublet all or any portion of the demised premises without the prior written consent of Lessor. Any assignment or subletting without the prior written consent of Lessor shall be void and shall, at the option of Lessor, terminate this lease. Lessor's consent to any such assignment of this lease or subletting of the demised premises by Lessee shall not be unreasonably withheld, but the consent of Lessor to any one such assignment or subletting shall not be deemed consent by Lessor to any subsequent assignment or subletting.

Destruction of Premises

Should any part of the demised premises be destroyed by fire, casualty, or other cause not the fault of the Lessee, Lessor shall promptly repair and restore the demised premises to their former condition at Lessor's sole cost and expense. During the making of the repairs and restoration work, the rent payable under this lease shall be abated for the time and to the extent that Lessee is prevented from fully occupying and enjoying the demised premises under this lease in Lessee's usual and normal manner. However, in lieu of making such repairs and performing such restoration work, Lessor may terminate this lease where either (a) the necessary repair or restoration work cannot reasonably be completed under applicable laws and regulations within 30 working days after it is commenced, or (b) the loss is not covered by Lessor's then existing fire and extended coverage insurance policies, provided that such policies are of an adequate and reasonable nature. If Lessor chooses to terminate this lease under the provisions of this paragraph, any security deposits and/or unused rent shall promptly be returned to the Lessee.

Default by Lessee

Should Lessee be in default for a period of more than 10 days in the payment of any rent payable under this lease or in the performance of any other provision of this lease, Lessor may continue this lease, or continue this lease and charge a \$100.00 penalty per occurrence or terminate this lease and regain possession of the demised premises in the manner provided by the laws of unlawful detainer of this state in effect at the date of such default.

Insolvency of Lessee

Should Lessee make an assignment for the benefit of creditors or allow a judgment rendered against said Lessee to stand unsatisfied and unbonded for 60 days or more, this lease and all rights, privileges, and benefits of Lessee under this lease shall, at Lessor's option, terminate and not become part of the estate subject to such assignment or judgment.

Holdover by Lessee

Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expirations of this lease, a new tenancy of the same period of one year in subsequent years, shall be created between Lessor and Lessee which shall be subject to all the terms and conditions of this lease. Should the Lessee remain in possession without the consent of the Lessor, (Indicated by a written notice from Lessor to Lessee) Lessee will be deemed in breach of this Lease Agreement.

Acts Constituting Breach by Lessee

Lessee shall be guilty of a material breach of this lease should Lessee:

- a. Fail to pay any rent or other sum becoming payable under this lease on the date it becomes due;
- b. Default in the performance of or breach any provision, term, covenant, or condition of this lease or the Park's Rules.
- c. Abandon the demised premises before expiration of the full term of this lease;
- d. Allow a receiver to be appointed to take possession of all or substantially all of Lessee's property unless the receiver is discharged within 30 days after his appointment;

e. Allow any judgment against the Lessee to remain unsatisfied and unbonded for a period or more than 60 days.

Lessor's Remedies for Breach of Lease

Should Lessee be guilty of a material breach of this lease as defined herein, Lessor, in addition to any other remedies given Lessor by law or equity, may:

- A. Continue this lease and charge a \$100.00 penalty and be entitled to enforce all of Lessor's rights and remedies under this lease including the right to recover the rent specified in this lease as it becomes due under this lease;
- B. Terminate this lease and Lessee's right to possession of said premises. Lessor to recover and collect from Lessee:
 - 1) The unpaid rent for the balance of the lease term and collect rent for the period Lessee's boat or boat lift or other personal property remains on the demised premises.
 - 2) Any other amount necessary to compensate the Lessor for all detriment approximately caused by Lessee's failure to perform Lessee's obligations under this lease.
 - 3) Regain possession of the demised premises, by the removal of the boat, boat lift, and any and all personal property from the demised premises, at the expense of the Lessee and without any liability to Lessor for damage. Store the boat, boat lift and personal property on the storage area and charge rent for storage.
 - 4) Take possession and ownership of Lessee's boat, boat lift and other personal property as a payment of past due rent or dismantle or destroy at Lessee's expense, if abandoned for 90 days as determined by Lessor.
 - 5) Any and all other Remedies in the manner provided Lessor by the laws of this state.

Notices

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by the lease or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party, Lessor or Lessee, to whom it is directed or, by First-class postage prepaid US Mail, addressed to Lessee at the address provided on the initial rental documents or subsequent address update, or to Lessor at P.O. Box 716, Monon, IN 47959. Either party, Lessor or Lessee, may change their address for purposes of this paragraph by giving written notice of the change to the other party in the manner provided in this paragraph.

Attorney's Fees

Should any litigation be commenced between the parties to this lease concerning the demised premises, the lease, or the rights and duties of either in relation thereto, the party, Lessor shall be entitled to, in addition to such other relief as by be granted, a reasonable sum as and for attorney's fees to be determined by the court in such litigation brought for that purpose.

Binding on Heirs and Successors

This lease shall be binding on and shall insure to the benefit of the heirs, executors, administrators, and successors of the parties, Lessor and Lessee, hereto, but nothing in this paragraph shall be construed as consent by Lessor to any assignment of this lease by Lessee.

Time of the Essence

Time is expressly declared to be of the essence for all purposes of this lease.

Waiver

The waiver of any breach of any of the provisions of this lease by Lessor or Lessee shall not constitute a continuing waiver or a waiver of subsequent breach by Lessor or Lessee either of the same or of another provision of this lease.

Sole and Only Agreement

This instrument and the current Park Rules constitutes the sole and only agreement between Lessor and Lessee respecting the demised premises or the leasing of the demised premises and any equipment or personal property subject to this lease to Lessee by Lessor. It correctly sets forth the obligations of Lessor and Lessee to each other as of its date, and any agreements or representations respecting the demised premises, the equipment or personal property subject to this lease, or their leasing by Lessor to Lessee not expressly set forth herein are null and void.

Executed on _____, 20____, at _____, _____. Lessor: _____

SIGNATURES: Lessee _____ Lessee _____ Lessee _____ Lessee _____

PRINTED: _____