

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

TRAVEL TRAILER LOT LEASE

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 LOT # _____ LAKE HILL PARK, MONTICELLO, IN, on the following terms and conditions:

Term of Lease

The term of this lease shall be from May 1st until September 30th commencing at 12:01 A.M. on May 1st, 20____. If Lessee is in compliance with their Lease, and has not received notice of Breach of contract or notice of non-renewal from Lessor, Lessee may store their Travel Trailer on the rental lot until December 31st without additional charges. If the Travel Trailer remains on the rental lot on January 1st the Lease will renew for another Term for the subsequent year.

Rent

Lessee agrees to pay, and Lessor agrees to accept, as rent for the use and occupancy of the demised premises the sum of \$_____, payable in two installments, \$250.00 in advance of the 31st day of January and the remaining balance in advance of the 1st of April. If the 1st Installment is not paid by January 31st, a \$100.00 Late Fee will be charged. If Balance due is not paid in full on April 1st, a \$200 late fee will be charged. If any amount due is not paid within 30 days of notice, Lessee agrees to allow the Lessor to remove the Travel Trailer and all personal property from the rental lot and move it to the Storage area without any Liability for damage to Lessor and at the Lessee's expense. 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. Lessor must be current in the payment of rent and in good standing to utilize the Park's Pool, Pool Area and other community facilities

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 demised premises shall be used only as a single-family residence, and 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; (4) any purpose or in any manner which will obstruct, interfere with, or infringe on the rights of other tenants of the Lessor; (5) no Travel Trailer on the demised premises shall be allowed to be rented, leased or subleased to a third party without the prior written consent of Lessor. 6) Lessee will complete and return to Lessor, the Trailer Identification document. 7) Lessee will provide Lessor a copy of the Title of the Travel Trailer 8) Lessee will notify Lessor of any change of ownership of the Travel Trailer and provide the Lessor a copy of new Title. 9) The Lessee will maintain the condition of the Travel Trailer to the standard required by the Lessor

Pets

Lessee shall not keep any pets on the demised premises except: HOUSE PETS.

Parking Privileges

Lessee agrees to use the areas designated as parking spaces, or reserved for vehicular parking, on the demised premises only for the parking of motor vehicles including automobiles, motorcycles, and pickup trucks but excluding, without the written consent of Lessor, trailers of any kind, mobile homes, campers, buses, or trucks larger than three-quarter ton. Further, Lessee agrees not to disassemble any motor vehicles of any kind in, on, or near the demised premises without the written consent of Lessor.

Utilities

Lessee shall pay all charges incurred for the furnishing of public utilities to the demised premises, including any deposits required for any utilities, except charges incurred for the furnishing of water and the removal of refuse and garbage from the demised premises which shall be paid by Lessor. The Lessor shall only be required to supply water from May 1st to September 30th.

Hold-Harmless Clause

Lessee agrees to indemnify and hold Lessor and 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 damage to or destruction of any property, including property owned by Lessee or any person who is an employee or agent of Lessee, caused or allegedly caused by some condition of the demised premises, the fault of Lessee, or some act or omission, whether or not negligent or intentional, of Lessee or any person in, on, or about the demised premises as a guest, licensee or invitee of Lessee.

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.

Sale of Travel Trailers

Lessor agrees to allow the Lessee to place on the market for sale the travel trailer on the rented lot if the Lessee is not in default of this lease agreement. Lessee agrees to give lessor first right of refusal for 30 days on any travel trailer sold in Lake Hill Park. If Lessor does not exercise their right of first refusal within 30 days, Lessee will provide lessor with the copy of the Bill of Sale including the name, address and phone number of the new owner. It is expressly agreed that the Lessee will continue to be liable until the travel trailer is removed from the park or until there exists a new lease agreement between the Lessor and the new owner. Lessor is under no obligation under this agreement to rent to the new owner. If you sell your Travel Trailer on contract and the new owner desires to lease our lot, we will lease our lot to them only if, both you and the new owner are liable for the obligations of this lease agreement.

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.

Multiple Occupancy

Should more than one person execute this lease as Lessee, all such persons shall be jointly and severally liable for all of the terms, conditions, covenants, and provisions of this lease; provided however, that any act or signature of one or more of the persons executing this lease as Lessee and any notice or refund given to or served on one of the persons executing this lease as Lessee shall be fully binding on each and all of the persons executing this lease as Lessee. All Adult residents are required to sign lease as Lessee. All minors are to be listed on the Resident Information Document and returned to Lessor.

Default by Lessee

Should Lessee be in default for a period of more than 10 days in the performance of any provision of this lease, Lessor may 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 Lessor's Remedies and the laws 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 expiration of this lease, On January 1st a new tenancy of the same period of May 1st until September 30th, in the subsequent year shall be created between Lessor and Lessee which shall be subject to all the terms and conditions of this Lease.

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 the demised 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 the Travel Trailer and/or any personal property remains on the rental Lot.
 - 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 Travel Trailer and all personal property from the rental lot at the expense of the Lessee and without any Liability to Lessor for damage. Store the Travel Trailer on the storage area and charge Lessee the same rate as the then current lot rent.
 - 4) At Lessor's Option, sell, dismantle, or destroy, at the expense of the Lessee and without any Liability to Lessor, any Travel Trailer and personal property 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, in lieu of such first-class postage prepaid, addressed to Lessee at the address of said premises 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 Lessor shall be entitled to, in addition to such other relief as may be granted, a reasonable sum as and for attorney's fees to be determined by the court.

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, 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 Lease instrument and the current Park Rules constitutes the sole and only agreement between Lessor and Lessee respecting the demised premises of 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 said 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 NAME: _____