

LOT SPACE LEASE AGREEMENT

This LOT SPACE AGREEMENT (the "Agreement") is made and entered into by and between BAREFOOT LANDING PARTNERS, LLC (hereinafter referred to as OWNER) and _____ (hereinafter referred to as LESSEE).

WITNESSETH:

For and in consideration of the terms, covenants and conditions hereinafter set forth to be kept and performed, as well as in consideration of the sums of money paid and to be paid, OWNER has leased to LESSEE, and LESSEE has rented from OWNER, the premises hereinafter described, subject to the following terms, covenants and conditions:

1. **Lease Premises.** A rental space or lot located in Barefoot Landing RV Resort (the "Resort") at 188 Uptons Landing Road, Marion, North Carolina 28752, described as Lot _____ and 911 address _____ (the "Lease Premises") is being leased.
2. **Term.** The term of this Agreement begins on **March 1, 2022** and ends at midnight on **February 28, 2023**.
3. **Resort Season.** The Resort open season runs from April 1 through October 31. During the time period the Resort is not open, LESSEE may store LESSEE's camper or trailer on the Lease Premises and may visit the site; however, OWNER MAKES NO GUARANTEE THAT WATER WILL BE ACCESSIBLE AT ALL TIMES IN THE OFF-SEASON. Weekend stays may be allowed outside of the open season, weather permitting. Road may not be passable during severe weather events during the off-season.
4. **Rent.** The rent due for the term of the Lease is as detailed on Schedule A attached hereto and by reference made a part hereof offering a summary of rent amounts due along with due date(s). **PLEASE NOTE THAT THE FULL RENTAL AMOUNT IS DUE REGARDLESS OF WHETHER LESSEE'S CAMPER OR TRAILER IS REMOVED PRIOR TO THE END OF THE LEASE TERM. THERE ARE NO REFUNDS FOR EARLY TERMINATION.** For the purposes of calculating any proration of seasonal rent (if needed), OWNER assigns a value of \$75/mo from November through March for site rent. Staying at the site (except for weekends and holidays) is not allowed outside of the open season except by written permission from OWNER and if allowed, an \$85/week additional fee would be due for each week LESSEE is permitted to stay.
5. **Late Payment Charges.** LESSEE agrees to pay a late payment fee for any rent or other charges if not paid in full by the fifth (5th) day of the month for charges due at the first of the month. The amount of this fee shall be the greater of **\$50** per each late payment of each such charge or 5% of the balance due, regardless of the amount owing on the account for each month where there is an outstanding balance.
6. **Electricity.** LESSEE agrees to pay for all electricity used by LESSEE on the Lease Premises.
7. **Roof Overs and Other Improvements.**

- (a) **Improvements.** LESSEE shall make no improvements to the Lease Premises without OWNER's prior written approval. Failure to obtain approval will result in a fine up to \$500 and the required removal of the improvement. LESSEE, prior to commencement of any improvement, shall present OWNER with a drawing or sketch of the planned improvements and OWNER shall have fifteen (15) days thereafter to either approve, disapprove or make recommended changes. If OWNER does not act affirmatively within said time, it shall be presumed that construction of the improvement has been denied. Any such improvement approved by OWNER shall be commenced within thirty (30) days after the date of approval and shall be finished within forty-five (45) days after its commencement. LESSEE shall pay for the entire cost of the improvement, shall be responsible for obtaining all permits required by governmental authorities, and shall construct same in accordance with all local and state building codes. For as long as LESSEE remains the Tenant on the Lease Premises upon which the improvements are constructed, improvements shall be owned by LESSEE. Once LESSEE or OWNER terminates or fails to renew this Lease or any subsequent renewal thereof, ownership of the improvements shall automatically pass to OWNER (subject to section (b) below.) LESSEE at LESSEE's expense shall maintain the improvement in a state of good repair and/or operating condition during LESSEE's period of ownership.
- (b) **Roof Over.** "Roof Over" is defined as a permanent structure which is constructed as a part of a second roof over a trailer or camper and may include decks, steps, railings, concrete slabs and other appurtenances constructed under the roof.

If at any time LESSEE or OWNER terminates or fails to renew this Lease or any subsequent renewal thereof, then the following shall apply to the Roof Over:

1. LESSEE may abandon LESSEE's interest in the Roof Over whereupon it shall become the property of OWNER; or
 2. LESSEE may try to sell to a subsequent tenant of the Lease Premises LESSEE's interest in the Roof Over (see Section 21); or
 3. LESSEE may remove the Roof Over and return the Lease Premises to OWNER in the same condition as when the lease term commenced, ordinary wear and tear accepted, including repair of any damage caused by such removal.
 4. If LESSEE is unable to find a tenant suitable to OWNER to purchase the Roof Over prior to the commencement date of the next rental term, then LESSEE shall remain liable for payment of rent on the Lease Premises until such successor tenant is found and qualified, or the Roof Over is removed.
8. **Insurance.** For the duration of the lease, LESSEE shall purchase a general liability insurance policy with a limit not less than \$100,000, which covers third party bodily injury, death, personal injury and property damage while such property and persons are on or about or making use of the Lease Premises. **Barefoot Landing Partners, LLC** shall be named as an **Additional Insured** on the General Liability policy. LESSEE's insurance Company shall provide to OWNER a "Certificate of Liability insurance" as proof of such general liability coverage and a copy of same shall be submitted at the time of the lease renewal. Should LESSEE operate a golf cart on the premises, then LESSEE shall purchase a golf cart liability policy with a limit not less than \$50,000, which covers third party bodily injury, death and property damage. LESSEE shall provide to OWNER a Certificate of Liability insurance as proof of such golf cart liability coverage.

LESSEE shall be responsible for purchasing property damage insurance on LESSEE's camper, trailer, golf cart, Roof Over and other improvements located on the Lease Premises at their full insurance values, including theft. OWNER is not responsible for insuring LESSEE's interest in any LESSEE property or equipment. This includes any damage from vandalism, severe weather, or other "acts of God" including downed trees or tree limbs.

9. **Rules and Policies.** OWNER shall adopt and revise from time to time, rules and policies and regulations governing use of the Resort common facilities; behavior of LESSEE and their guests, use of golf carts, rules concerning pets, etc. A copy of the current Community Rules is available online at www.BarefootLandingOnLakeJames.com and made a part hereof by reference. It shall be grounds for OWNER to terminate LESSEE's lease if LESSEE has been cited for violations of the Rules and Regulations contained in the Community Rules.
10. **Assignment or Subletting.** LESSEE may not assign its rights under this Lease or sublet the Lease Premises without OWNER permission. OWNER is under no obligation to grant such permission.
11. **Termination for Default.** OWNER may terminate LESSEE's rights under this Lease with no refunds if LESSEE fails to pay the rent due for a period of fifteen (15) days or longer or otherwise violates the terms, covenants and conditions contained herein. In such event, this Lease will be in default. LESSEE shall remain fully liable for any unpaid rental or other payments due. This lease waives the 10-day notice provision.

If LESSEE has not removed all of LESSEE's property within seven (7) days after default, LESSEE shall be obligated to pay \$25 per day in storage charges to OWNER which, if not promptly paid, shall subject LESSEE's property to a lien for said storage charges pursuant to Section 44A-2(a) and Section 44A-2(e) of the North Carolina General Statutes.

12. **Specific Remedies of OWNER Upon Default.** In the event the LESSEE shall fail to (a) pay the rentals herein reserved as and when they shall become due hereunder; or (b) perform any other promise, duty or obligation herein agreed to by him or imposed upon him by law and such failure shall continue for a period of fifteen (15) days from the date the OWNER provides LESSEE with written notice by email or letter of such failure, then in either of such events and as often as either of them may occur, the OWNER, may at its option either (i) terminate this lease or (ii) terminate the LESSEE's right to possession of the Premises without terminating this lease. Regardless of whether OWNER shall lease, OWNER shall be immediately entitled to possession of the Lease Premises and the LESSEE shall peacefully surrender possession of the Premises to OWNER immediately upon OWNER's demand. In the event LESSEE shall fail or refuse to surrender possession of the Premises, OWNER shall, in compliance with Article 2A of Chapter 42 of the General Statutes of North Carolina, reenter and retake possession of the Premises through a summary ejectment proceeding. If a summary ejectment proceeding is instituted against LESSEE, in addition to any court costs and past-due rent that may be awarded, LESSEE shall be responsible for paying OWNER a Summary Ejectment Administrative Fee, the amount of which shall be reasonable related to the additional expense in filing the proceeding. In the event OWNER terminates this lease, all further rights and duties hereunder shall terminate, and OWNER shall be entitled to collect from LESSEE all accrued but unpaid rents and any damages resulting from the LESSEE's breach. In the event OWNER terminates the LESSEE's right of possession without terminating this lease, LESSEE shall remain liable for the full performance of all the Covenants hereof, and OWNER shall use reasonable efforts to re-let the Premises on LESSEE's behalf. Any funds collected from such re-letting shall be applied

first to the costs of re-letting the Premises and then to the rentals due, hereunder. In the event the rentals from such re-letting are insufficient to pay the rentals due hereunder in full, LESSEE shall be liable to the OWNER for any deficiency. In the event OWNER institutes a legal action against the LESSEE to enforce the lease or to recover any sums due hereunder, LESSEE agrees to pay OWNER reasonable attorney fees in addition to all other damages. No fees may be deducted from the LESSEE Security Deposit until the termination of the tenancy.

13. **Gate Access.** All codes and cards issued to LESSEE for entrance to the Lease Premises shall be for the use of LESSEE, LESSEE's immediate family members, and LESSEE's guests only and shall not be shared with others. If LESSEE becomes in Default of this Agreement, OWNER has the right to cancel all codes and cards such that LESSEE will no longer have unrestricted access to the Lease Premises.
14. **Utility Sheds.** All new utility sheds shall be constructed of plastic or Rubbermaid and may not be larger than forty-eight (48) square feet in size and must be kept by LESSEE on the Lease Premises and must be removed if LESSEE vacates the premises.
15. **Use of Golf Carts or Other Vehicles.** LESSEE may store and use in the Resort one golf cart propelled by an electric or gas motor. Gas motorized carts shall have muffled exhaust to minimize noise. Golf carts may be driven only by individuals 16 and older unless an adult is present. All golf carts shall be maintained in good operating condition and appearance.
16. **Children.** The activities and behavior of children shall be supervised always by a responsible adult. Children under the age of 15 shall not be allowed in the swimming pool or Lake James unless accompanied by a responsible adult.
17. **Nuisances and Disorderly Behavior.** At no time shall the behavior of LESSEE, their family, guest and/or invitees be such as to constitute a public or private nuisance. LESSEE is reminded Barefoot Landing RV Resort is a community of many individuals and each person must be mindful of and respect the rights of others. Excessively loud noises or music, rowdy, loud, abusive or threatening behavior, cursing or other disorderly conduct disrespectful of the rights of others will not be tolerated (and shall constitute a breach of this Lease by LESSEE) and if it does not cease, the offending person or persons shall be asked to leave the Premises until management determines it is safe for such person or persons to return. The use of any illegal drugs is strictly prohibited!
18. **Water.** OWNER provides safe drinking water but does not guarantee taste, odor, or color, which are known as Secondary Standards and are not regulated on the state or federal level. Bottled water is recommended if LESSEE finds the taste, color, or odor bothersome. LESSEE is responsible for any damage caused by frozen pipes as well as any related damage if LESSEE uses any water during the off-season.
19. **Limitation on Guests, Visitors and Invitees.** LESSEE shall have no more than four (4) guests, visitors or invitees (excluding immediate family members) on the Lease Premises at any given time. Management may make exceptions to this policy for special occasions such as family reunions, birthdays, anniversaries or other special family events; however, it shall be LESSEE's responsibility to get advance approval for same.
20. **Age Limitation on Campers and Trailers.** In order to keep the Resort aesthetically pleasing and safe for residents, OWNER imposes an age limit for both incoming and existing campers and trailers located on the Resort premises. All incoming campers and

trailers must be fifteen (15) years or less in age and all existing campers and trailers must be twenty (25) years or less in age. Being cognizant that the appearance and safety of campers and trailers may vary according to how they are maintained by their owners, OWNER's management may grant exceptions to this policy on a case by case basis. All campers and Roof Overs must be kept in a clean and orderly state with no mold, mildew or other debris to detract from the appearance of the Resort.

21. **Sale of Camper or Trailer and Appurtenances.** LESSEE may desire to sell LESSEE's camper, trailer, Roof Over or other improvements and appurtenances in place on the current Lease Premises. LESSEE must make OWNER aware of this decision in writing. OWNER shall charge LESSEE a **transfer fee** of \$500 or 5% of the sales price of all items included in the sale (whichever is less), which must be paid before Buyer moves onto the site. A copy of the Bill of Sale between the Buyer and LESSEE must be provided to OWNER. All assistance by OWNER for showings and/or closings will be by appointment only and must be scheduled in advance with the Barefoot Landing RV Resort office.
22. **Security Deposit.** LESSEE shall pay a security deposit as specified in Schedule A, which shall be refunded upon termination of the LESSEE's tenancy in the Resort to the extent that the amount is not necessary to remedy the LESSEE's default in the performance of this Agreement and/or to repair damages to the site caused by the LESSEE, or remove and store LESSEE's property following a breach of the lease or court-ordered termination, not including ordinary wear and tear.
23. **Liability and Indemnity.** LESSEE and LESSEE's guests, family, invitees and agents shall occupy and use the Lease Premises, roadways, pool, waters of Lake James and all other facilities located on the Resort Premises at their own risk and LESSEE hereby agrees to save, indemnify and hold harmless OWNER from all liability for loss, theft or damages to the personal property of or injury to or death of any such persons named above while using any of the facilities located within the Resort, even if caused by the negligence of OWNER. OWNER shall not under any circumstances be liable to LESSEE for any damages to or destruction of any property owned by LESSEE which is stored and/or used by LESSEE on the Lease Premises. All liability for such loss shall be borne by LESSEE.
24. **Attorneys' Fees.** In the event one party shall breach the terms, covenants and conditions of this Lease and the other party shall bring an action, suit or other proceeding to enforce the terms hereof or to recover damages, the prevailing party in such action, suit or proceeding shall be entitled to recover from the non-prevailing party all costs incurred in bringing same, including reasonable attorneys' fees at trial proceeding and in any appellate proceedings.
25. **Venue.** This Lease shall be governed by the laws of North Carolina and venue for the enforcement, termination or interpretation thereof shall be in McDowell County, North Carolina.
26. **Partial Invalidation.** Should a court of competent jurisdiction, properly invoked, find that one or more provisions of this Lease is invalid, such ruling shall not affect the validity of the remainder hereof which shall remain in full force and effect and binding on the parties in all other respects.
27. **No Mechanics Lien.** LESSEE shall not allow any lien to be placed upon the Lease Premises of any nature or kind including, specifically, any lien allowed by law for the furnishing of labor or materials in connection with the construction of any improvements on

the Lease Premises. LESSEE agrees to make any contractor, laborer or material man aware of this provision prior to commencement of any construction.

- 28. **Casualty.** In the event of a fire or other casualty which partially or totally destroys the Lease and Resort Premises, OWNER shall have the option to repair or rebuild the Lease Premises or to terminate this Lease; in either case, rent shall be prorated to the date of the loss. OWNER shall make the decision to repair or rebuild within thirty (30) days after occurrence of the casualty and shall complete said repair or rebuild within a reasonable time thereafter. During the repair period, rent on the Lease Premises shall abate, if LESSEE is unable to occupy and use same.
- 29. **Early Termination.** If LESSEE removes LESSEE's camper or trailer for more than 30 days prior to the end of this Term without signing a new Agreement for the next season, this Agreement shall automatically be terminated.
- 30. **Removal of Personal Property.** At the end of the lease term, LESSEE shall, prior to the date of expiration or termination, remove all personal property belonging to LESSEE and shall return the premises to OWNER in its original condition, ordinary wear and tear excepted. If LESSEE refuses to vacate the Lease Premises at the expiration or termination of this Lease, LESSEE shall become liable to OWNER for double the amount of rent payable hereunder.
- 31. **Complete Agreement.** This Agreement contains all agreements and discussions of the parties with respect to the Lease Premises, the Resort or any matter mentioned herein. No prior agreement or understanding, whether written or oral, pertaining to any such matter shall be effective. Any amendment or modification of the Agreement must be in writing and signed by all parties.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

OWNER: BAREFOOT LANDING PARTNERS, LLC

BY: _____
(Authorized Representative)

LESSEE(S):

Name Date

Name Date