

Winjum's Shady Acres Campground Seasonal Lot Lease Agreement 2025 (return by _____)

This LEASE AGREEMENT made this 1st day of October, 2024 between Winjum, Inc. LLC, 17575 Echo Ave, Faribault, MN 55021, the LANDLORD and John and Jane Doe , the TENANT as follows:

- 1) The LANDLORD agrees to lease to the TENANT, the camp site **No. 99**, Le Center location.
- 2) The Lease Term shall be for the Camping Season of 2025 from May 1st, 2025, ending September 30st 2025.
- 3) The TENANT agrees to pay the LANDLORD for the SITE leased, in the amount of \$???.00, regardless of condition of campsite and / or any other conditions or situations that prevent use that Winjum, Inc. LLC cannot fully control.
- 4) Accompanying this signed lease, TENANT shall pay a **\$500.00** down payment for the 2025 season, with remainder or half of the remainder due April 15, 2025. A 3% surcharge will be assessed on all credit card payments made towards the 2025 seasonal lease amounts due. Tenant agrees to pay fees charged outside of camping fees within the timeframe indicated on invoices, along with any fees associated with use of electronic payments.
- 5) **TENANT shall return complete signed lease, down payment (\$500) to LANDLORD by October 1st, 2024**
- 6) **TENANT must notify LANDLORD by January 31st of leasing year requesting to terminate this lease** to receive down payment refund (less administrative fees). No refund will be given after January 31st of said leasing year. In addition, TENANT will forfeit any reimbursement of down payment at any time during the said contract year if lease is terminated early.
- 7) The TENANT agrees to use the premises for camping only and does certify that the SITE cannot be sublet or altered without PRIOR permission from the LANDLORD in writing. E-commerce or Commerce by tenant must be approved by Winjum, Inc. LLC management.
- 8) The property being privately owned, the TENANT accepts camping privileges with the understanding the TENANT does hereby release WINJUM, INC. LLC and employees of all liability for loss or damages to property or injury to a person arising out of his/her use of its camping facilities and agrees to indemnify Winjum, Inc. LLC ,employees, and affiliates, against claims resulting from loss or damages to property or person or any member of the family or guest, invited or not of the TENANT arising out of the use of the camping facilities.
- 9) The TENANT agrees to read and comply with all campground rules. Signing of the lease signifies that the Campground Rules have been read and agreed to.
- 10) The Description of the Unit to be placed on the leased site is as follows: MAKE _____
MODEL _____ YEAR _____ SERIAL # _____
- 11) Names and Ages of Children LIVING AT HOME expected to camp(children residing outside of home are considered GUESTS) _____ Type/Name of pet you expect to bring to this facility: _____ (vaccination certificate required)
- 12) Make/Year of vehicle(s) you expect to bring to campground: _____. In the event there is a second vehicle and your site does not have adequate parking for two vehicles, tenant must inform management to discuss parking for second vehicle.
- 13) TENANT agrees to carry and must provide liability/comprehensive insurance & current vehicle and RV registration during the term of the lease. TENTANT must furnish LANDLORD insurance Company/ policy number and effective dates of said policy for camper unit and golf cart or any off-road vehicle used at campground.
- 14) TENANT agrees to provide certificate of liability insurance to LANDLORD for personal golf carts or any offroad recreational vehicle, on the property.

- 15) LANDLORD must approve sale of camper on site prior to advertisement of camper. **Contract for Title buyers will not be accepted.** Only campers manufactured after the year 2014 will be allowed to be sold and stay on site. TENANT will pay a transfer fee of \$350 in order to sell on site. TENTANT securing sale of camper onsite prior to management approval of new tenants will incur all legal costs if management denies residency to new tenant. Tenant must keep site, deck or patio, and camper clean and in nice appearing condition while camper is on the market. MANAGEMENT allows TENANT one year of advertisement of camper manufactured after 2014. Tenant will remove camper and possessions after the 12 months period has expired. TENTANT agrees to pay removal fees if the camper is leaving the premises.
- 16) **TENANT agrees to comply with all rules and regulations** established by the LANDLORD written or verbal. Failure to comply with rules and regulations followed by a three-day notice of violation of the same, shall constitute a breach of this agreement, entitling LANDLORD to recover possession of Leased premise(s).
- 17) **TENANT** agrees to occupy residence in a non-disruptive, non-combative manner. Management reserves right to evict TENANT without notice if the TENANT (including guests) incites neighbors or others on property. Furthermore, TENANT will not allow under aged drinking or illegal substances at their site.
- 18) **TENANT** requesting a different site will reimburse management for all applicable fees to move camper, read meters, and any other expenses incurred. Management and Winjum employees, including contractors forego damage or liability to tenant or person or premises when moving camper(s).
- 19) **Departing tenants** may not remove in-ground structures or landscaping without prior approval.
- 20) No Liability for Utility Failure. Winjum, Inc. LLC, and employees including licensed contractors shall not be liable to Tenant for any failure of water supply, electric current, nor for any injury or damage to any property of Tenant or of any other Person or to the Premises caused by or resulting from: electricity, surges of any utility, tornado, flood, wind or similar storms or disturbances, or water, rain or snow which may leak or flow from the street, sewer, or subsurface area(s), or from leakage of pipes, sewer or plumbing works therein.
- 21) **Marijuana use**, that omits odor, will be prohibited in public areas or in close (50 feet) proximity to any premises owned or not owned by Winjum, Inc. LLC or its affiliates.
- 22) This Lease contains the entire agreement between the LANDLORD and TENANT. No other representation inducement, verbal or written, has been made which is not contained in this Lease. This Lease is severable: if one portion is found invalid, the remaining portion shall, nevertheless remain in full force and effect.



LANDLORD _____ date: _____

TENANT _____ date: _____

Unsigned, undated leases will not be accepted. Both pages must be returned.



Clip and save (you will NOT receive a bill in the spring)

2025 payment options for John and Jane Doe

***FULL PAYMENT PLAN:**

Due on April 15th, 2025

pay your lot rent in full -Minus the \$500 down payment

***PARTIAL PAYMENT PLAN: (\$50 extra)**

Due on April 15th, 2025

pay half your lot rent, minus \$250 and add \$25.00

By **June 15th** pay the same amount.