

**CUSHING MEMORIAL PARK Inc.
PROPERTY LEASE AGREEMENT**

This Lease is made and entered this ____1st____ day of _April_, _2017_____ between **Cushing Memorial Park Inc.** (hereinafter "Lessor") and __«Name»__ (hereinafter "Lessee") in consideration of the mutual covenants herein set forth Lessor leases to Lessee, and Lessee leases from Lessor, the following Property, located in Cushing Memorial Park, 1000 Delta Drive, Canton, Georgia, Cherokee County: (check where appropriate)

(X) Mobile Home Lot No(s). __«TRAILER»_____

together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property."

1. **TERM.** The initial term of this Lease shall be twelve (12) months beginning on April 1, 2017, and ending on March 31, 2018. If Lessee chooses to cease using the leased property prior to the expiration of the lease term, Lessee understands that no part of the Lease rent or fees shall be returned. As a recreational facility, Lessee hereby agrees that no overnight stays may exceed thirty (30) days out of any sixty (60) day period. Lessee agrees that their membership is subject to termination for violation of this section.

2. **RENT/FEES.**

A. Lessee shall pay rent in advance on an annual basis in the sum as calculated on Lessee's Annual Dues Assessment, specifically incorporated herein and made a part of this agreement by reference. Dues are to be paid by the first day of April each year at the address set forth below (or at such other place as may be designated from time to time by Lessor in writing). Mailing the rent does not constitute payment. Rent must be received by the first of April at the following address to be considered paid: Cushing Memorial Park, P.O. Box 528, Lebanon, GA 30146. Lessee understands that the lease amount is non-refundable; even should Lessee cease to use the property prior to the expiration of the lease date.

3. **LATE PAYMENT; SERVICE CHARGE FOR RETURNED CHECKS.** Lessor has no obligation to accept any rent not received by the first day of April. If Lessor chooses to accept late payment, payment must include a late charge of 10% of rent, calculated on a monthly, compounded basis. In the event of a returned check, a service charge of \$50.00 will be added. Lessor reserves the right to refuse to accept personal checks from Lessee after one or more of Lessee's personal checks have been returned by the bank unpaid.

4. **REPAIRS.** Lessee acknowledges that he/she has inspected the Property and accepts the condition as-is. Lessee shall be responsible for all repairs. Lessee shall not modify, alter, paint, or remodel Property or remove any fixture or other improvements without written permission of Lessor and/or the Army Corps of Engineers where applicable. Lessee shall immediately report to Lessor in writing any hazardous or dangerous condition or circumstance existing in or around the Property.

5. **SUBLET AND ASSIGNMENT.** Lessee may not sublet the Property or assign this Lease without the written consent of Lessor. This Lease shall create the relationship of Lessor and Lessee between the parties hereto and no estate shall pass out of Lessor.

6. **RIGHT OF ACCESS.** Lessor and/or Lessor's Agent shall have the right of access to the Property for inspection, repairs and maintenance during reasonable hours. In the case of emergency, Lessor may enter the Property at any time to protect life and prevent damage to the Property.

7. **USE.** Lessee acknowledges that Cushing Park is intended to provide a recreational family environment. Therefore, the Property shall be used only for the purposes intended (either recreational, parking or storage.) The Property shall be used so as to comply with all federal, state, county, and municipal laws and ordinances and any applicable declaration of covenants, conditions, restrictions, bylaws, rules and/or regulations. Lessee shall not use or permit the Property to be used for any disorderly or unlawful purpose, including but not limited to illegal drug trafficking and/or other violations of any controlled substance laws. Lessor may promptly report any suspicious activities to, and cooperate fully with, the appropriate authorities without being deemed to have invaded the Lessee's privacy, and Lessee waives any claim for such against Lessor. **Discovery that Lessee are conducting illegal or disorderly activity on the Property will result in a breach of this agreement and immediate termination of the Lease and Park Membership, with no refund of annual fees.**

8. **PROPERTY LOSS.** Lessee shall be responsible to insure all personal property against loss or damage. Lessor shall not be liable for any damage to Lessee's property, unless such damage is caused by Lessor's gross negligence. Lessee for him/herself and his/her family waives all exemptions or benefits under the homestead laws of Georgia.

9. **DEFAULT.**

_____(*Initial here*) **A.** **If Lessee defaults under any term, condition or provision of this Lease, including, but not limited to failure to pay rent or failure to reimburse Lessor for any damages, repairs or costs when due, Lessor shall give Lessee thirty (30) days to correct the default. If Lessee fails to correct the default within 30 days, Lessor may cancel the Lease by giving Lessee a written 30 day notice stating the date the Term will end. During this 30 day period, Lessee is responsible for removing all personal property from the park and any property stored and situated on the leased property, including but not limited to mobile homes, campers, boats and boat trailers. Once the notice period expires, Lessee's rights to the leased property automatically end and Lessee must leave the Premises. Lessee continues to be responsible for rent, expenses, damages and losses. Lessor may remove all persons and property and re-rent the Property at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Lessor deems proper. Such termination shall not release Lessee from any liability for any amount due under this Lease. Lessor may also take possession of all personal property remaining in the park, and may dispose of said property in a manner Lessor deems appropriate, including sale or destruction of said property.**

_____(*Initial here*) **B.** **If Lessee abandons the Property or violates any of the Rules and Regulations set forth herein, or otherwise fails to abide by and perform any of the obligations, terms, conditions or provisions of this Lease, each and any such breach shall constitute a default under this Lease. If any such default continues for thirty (30) calendar days after Lessor delivers written notice of said default to Lessee, Lessor may, at its option, terminate this Lease by delivering written notice thereof to Lessee. At such time, Lessee forfeits the right to any personal property remaining on the premises, and Lessor may take any such actions necessary to remove such personal property in preparation for re-letting the Property.**

_____(*Initial here*) **C.** **All rights and remedies available to Lessor by law or in this Lease shall be cumulative and concurrent.**

10. **ATTORNEY'S FEES AND COSTS OF COLLECTION.** Whenever a legal action must be brought as a result of Lessee's failure to abide by this agreement in full, or by an attorney at law to enforce or prosecute such an action, or to obtain necessary title to any remaining abandoned personal property, then Lessor will be entitled to reasonable attorney's fees from Lessee, plus all costs of collection.

11. **INDEMNIFICATION.** Lessee releases Lessor from liability for and agrees to indemnify Lessor against all losses incurred by Lessor as a result of (a) Lessee's failure to fulfill any condition of this Lease; (b) any damage or injury happening in or about the Property to Lessee or Lessee's invitees or licensees or such persons' property, except where such damage or injury is due to gross negligence or willful misconduct of Lessor.

12. **NOTICES.** Except as otherwise provided herein, all notices, including demands, required or permitted hereunder shall be in writing and delivered either (1) in person; (2) by an overnight delivery service, prepaid; or (3) by the United States Postal Service, postage prepaid, registered or certified return receipt requested. All references to any notice required to be given or due dates for rental payments shall be strictly construed.

13. **RULES AND REGULATIONS.**

A. Non-operative vehicles or watercraft (**Current State Registration required**) are not permitted on the Property. Any such non-operative vehicle or watercraft may be removed by Lessor at the expense of Lessee, for storage or public or private sale, at Lessor's option, and Lessee shall have no right or recourse against Lessor thereafter.

B. Storage: No goods or materials of any kind or description that are combustible or would increase fire risk shall be taken or placed in storage areas. Storage in such areas shall be at Lessee' risk and Lessor shall not be responsible for any loss or damage.

C. Lessee agrees to maintain the Property in the condition presented at the time of rental, reasonable wear and tear excepted. Good housekeeping is expected of everyone.

D. Mobile Home and camp site lessees shall pay and be liable for the following utilities: telephone, electricity, propane gas, or other applicable heating fuels, as noted below, even if accounts for such utilities remain in the Lessor's name. **Failure to pay utility charges which results in termination of the service is cause for default under this lease.** Lessor shall be responsible for water, sewerage, and garbage collection charges. All Lessees agree to deposit all garbage in the dumpsters and bins provided in and around the park by Lessor.

E. Lessee agrees to repair or pay for repair for any damages that result from any negligence on Lessee' part from broken water pipes due to below-freezing temperatures Lessee agrees to provide a marked, accessible, external water cutoff valve and to properly winterize leased facilities.

F. All Watercraft in the Park must display a current Georgia registration.

_____ (Initial here) **G. Lessee shall keep all leased spaces clean and orderly. Lessee understands that the state of the leased property reflects on the park at large, and if applicable shall keep the lawn mowed, shrubs trimmed, gutters cleaned out, trash and grass clippings picked up on a regular basis and shall keep the Property, including yard, lot, grounds, Mobile Home, walkways and driveway clean and free of rubbish. In the event Lessee does not maintain the leased property, Lessor agrees to provide one written warning stating the actions that need to be completed, after which time, Lessor may either complete the tasks or hire someone to do so. Lessee agrees to be fully responsible for all charges incurred by Lessee due to Lessee's failure to maintain said property.**

14. **ABANDONMENT.** If Lessee removes or attempts to remove personal property from the Property other than in the usual course of continuing occupancy, without having first paid Lessor all monies due, the Property may be considered abandoned, and Lessor shall have the right to store, remove, dispose of, or sell any personal property left on the Property by Lessee, subject to the provisions in paragraph 9. Lessor shall also have the right to store, dispose of, or sell any of Lessee's personal property remaining on the Property after the termination of this Lease. Any such personal property shall become Lessor's property.

15. OTHER PROVISIONS.

A. Time of Essence. Time is of the essence of this Lease.

B. No Waiver. Any failure of Lessor to insist upon the strict and prompt performance of any covenants or conditions of this Lease or any of the rules and regulations described in the "rules and regulations" paragraph hereof shall not operate as a waiver of any such violation or of Lessor's right to insist on prompt compliance in the future of such covenant or condition, and shall not prevent a subsequent action by Lessor for any such violation. Acceptance by Lessor of any late payment of rent or additional rent shall not constitute a waiver of any rights of Lessor, including, without limitation, the right to terminate this Lease as herein provided. The receipt of any rent or additional rent by Lessor with the knowledge of such breach shall not operate as a waiver of such breach. No provision, covenant or condition of this Lease may be waived by Lessor unless such waiver is in writing and signed by Lessor.

C. Definitions. "Lessor" as used in this Lease shall include its representatives, heirs, agents, assigns, and successors in title to Property. "Lessee" shall include heirs and representatives. The terms Lessor and Lessee include singular and plural, corporation, partnership or individual, as may fit the particular parties.

D. Entire Agreement This Lease and any attached addenda constitute the entire Agreement between the parties and no oral statement or amendment not reduced to writing and signed by both parties shall be binding.

16. SPECIAL STIPULATIONS. The following Special Stipulations, if conflicting with any preceding paragraph, shall control. Lease renewal for subsequent years is contingent on lessee maintaining a membership in good standing in the Park. Mobile Homes on leased lots may be sold by members in good standing with the lot lease transferred to another member in good standing in the Park. Mobile Homes may not be removed from the Park without prior written consent of the Lessor. Lessee must maintain a working fire extinguisher and smoke alarm in each Mobile Home.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal the day and year first written above.

Signature of Lessee

Print Name

Date

For: Cushing Memorial Park

Date

Address (for notices & mail):

P.O. Box 528
Lebanon, GA 30146