

2022 Lake James Camping Resort *and* Marina
Seasonal Agreement and Rules and Regulations
January 1, 2022 through December 31, 2022

Lessee Name _____ Slip # _____
Last First

Spouse Name _____
Last First

Address: _____
Street City State Zip

Phone: _____ Email Address: _____

Cell Phone 1: _____ Cell Phone 2: _____

BOAT MUST BE OWNED BY THE LESSEE LISTED ABOVE

Boat Make: _____ Model: _____ Year: _____ VIN # _____

Registration County: _____ Tag # _____

Insurance Company: _____ Policy Number: _____

Emergency Contact: _____ Phone: _____

Email Address: _____

2022 Seasonal Slip Rent: \$ _____

- You may pay in full at any time. If you choose to pay in installments, a Payment Installment Agreement must be executed with this Agreement and may not be changed. No statements will be sent, please have installments in the office by the last day of the month the installment is due to avoid late charges. The mailing address for payments is: Lake James Camping Resort and Marina, 5786 Benfield Landing Road, Nebo, North Carolina 28761. Late payments will be subject to late charges of \$125, assessed the 1st day after the installment was due. Late fees will continue to accrue until the account is paid in full.
- If your 2022 Seasonal Agreement is not executed by 8/31/2022, your Slip will be placed on the list of "AVAILABLE" Slips to prospective customers.
- Delinquent balances will result in restricted access to the resort and possible eviction.
- Delinquent balances must be satisfied prior to renewal of a seasonal agreement for the next year.

Lessee Signature Date

Lessee Signature Date

2022 Lake James Camping Resort *and* Marina

Seasonal Agreement and Rules and Regulations

January 1, 2022 through December 31, 2022

THIS SEASONAL AGREEMENT between Lake James Camping Resort, LLC, hereafter referred to herein as ("Management" or "Lake James Camping Resort and Marina"), and the undersigned referred to herein as ("Lessee") the premises situated in Lake James Camping Resort and Marina, described as Slip # _____ January 1, 2022 to December 31, 2022 ("Term"):

Slip Occupancy: Your Seasonal Agreement and harbor season run from January 1, 2022 through December 31, 2022. If your Boat is left in slip/on premises on after December 31, 2022, with no Agreement renewal, there will be a minimum \$500 abandoned property removal fee in addition to a \$50 daily slip fee until payment is made or your property is removed from Lake James Camping Resort and Marina. Your Slip is designed to accommodate a single watercraft. **Subletting/subleasing is strictly prohibited and will result in immediate termination of your Seasonal Agreement WITHOUT REFUND.**

Piers and Docks: Lake James is part of Duke Energy's Catawba-Wateree Hydroelectric Project (FERC Project No. 2232), which is subject to regulatory oversight by the Federal Energy Regulatory Commission. Accordingly, all activities relating to piers and docks are strictly regulated by Duke Energy and are subject to the terms of a Commercial Marina Lease and Campground Lease (the "Lake Bottom Lease") between Lake James Camping Resort and Marina and Duke Energy, as well as various permits issued to Lake James Camping Resort and Marina. Lessees must direct all communication relating to docks or piers to Lake James Camping Resort and Marina and shall not contact Duke Energy directly.

Improper Behavior: Any disorderly or disrespectful conduct directed at staff, managers, guests or campers will not be tolerated and will result in immediate termination of your seasonal agreement as well as removal from the premises. For the protection and benefit of all campers and guests, anyone who willfully or negligently destroys or defaces the property of another or campground property will be held liable for the full value of replacement cost and may be subject to eviction. Possession of firearms, B.B. guns, paint guns, bow and arrows, slingshots, air guns or fireworks on the premises is strictly prohibited. Further, any individual who violates these guidelines, or by their actions or words disturbs the peace, creates conflict, or otherwise creates a situation not in keeping with the family environment, will be engaging in improper behavior and will be instructed to leave the marina and campground and risk the termination of their Seasonal Agreement.

Parental Responsibility: Please provide proper supervision for your children while in the marina, lake and campground. Children under 16 years must have adult supervision while in the marina and all common areas. Parents will be held responsible for the actions of minor children. **Minors must be on their under direct adult supervision by 10:00 PM.**

Guests: Lessees may have up to four (4) guests (people not registered on your Agreement) visiting per day. Guests must register at the Office and are subject to applicable guest fees. It is the responsibility of the Lessee to come in to the office to register any and all guests. Lessee must be present the entire time guests/visitors are in the marina/campground. Lessees are responsible for the behavior of their guests. Any Lessee caught with unregistered guests in the campground will be fined and face possible eviction.

Pets: Every pet owner is expected to observe the following rules. All pets must be kept on a leash (no longer than 6') and under the control of the pet owner at all times. Please dispose of all pet droppings immediately. Pets are not to be left unattended. Dog pens are NOT permitted on shore, docks or slips. Pets are not permitted in any public buildings. If any pet becomes annoying, bothersome or in any way a nuisance to others, said pet must be removed from the premises immediately upon Management's request. Lake James Camping Resort and Marina and its affiliates shall be held harmless and assumes no liability, implied or otherwise, for animal bites or injury. You, as a pet owner, specifically agree to carry your own insurance and agree to indemnify Lake James Camping Resort and Marina and its affiliates to cover any injury or damage, which may occur. Exotic pets are not permitted.

Speed Limit: For everyone's safety, the speed limit in the park is 5 MPH. Please pay attention to directional signage and abide one-way roads.

Quiet Time: Quiet Time is from 11:00 PM - 8 AM, in keeping-with the family environment; boaters and their guests are asked to refrain from any loud behavior or disturbances during this period. All music must be turned off during quiet hours. **Minors must under direct adult supervision by 10:00 PM.**

Alcohol Policy: In keeping with the family environment, excessive use of alcoholic beverages is not tolerated. Violators will be requested to leave the marina and campground and risk the termination of their Seasonal Agreement. No display of alcoholic beverages at any time. No public intoxication allowed.

2022 Lake James Camping Resort *and* Marina

Seasonal Agreement and Rules and Regulations

January 1, 2022 through December 31, 2022

Gate Access Cards: One Gate Access Card will be issued per slip for use by authorized users listed on your Agreement. One additional card may be rented for \$50 per card per season. A fee of \$50 will be charged to replace a lost card. If a Gate Access Card is found in possession of someone not listed on the Agreement, it will be revoked and a fee assessed. There will be a \$100 fee assessed for after-hours calls to service gate card issues.

Electricity: Please help conserve electricity, turn off all lights, A/C, and Heaters when leaving the marina/campground for an extended period. This includes inside and outside lights. Dusk-to-Dawn lights must be turned off between stays.

Trash: Please dispose of all trash in the trash dumpsters provided. Do not dispose of hazardous materials in trash containers. Do not bring trash from home. It is the responsibility of the camper to remove bulk trash from the property. Violators will be fined \$250 and face possible termination of the Seasonal Agreement, without refund.

Transfers: Management approval is required to transfer from one Slip to another. There is a \$250 fee to change Slips mid-season.

Photography: Commercial photography and filming is often conducted at Lake James Camping Resort and Marina. You may appear in pictures or film that may be used in advertising, news reporting, public relations, or other activities regarding the campground. Your presence on the property constitutes your consent for Lake James Camping Resort and Marina to use any pictures or films it deems appropriate without payment, inspection, or review.

Miscellaneous Items:

- Mini bikes, ATV's, scooters, electric scooters, mopeds, and battery-operated cars are NOT allowed in the campground.
- Bicycle riding after dark is not permitted. All bicyclists must wear a helmet when riding. Violation of these rules could result in the confiscation of the bicycle.
- The use of firearms is strictly prohibited.
- The use of fireworks of any kind is strictly prohibited.
- Drones are not permitted in the marina or campground.

Marina Rules and Regulations:

- Lake James Rules and Regulations as set forth by Duke Energy must be adhered to at all times.
- Personal property must be confined to your boat. Nothing may be stored on or about the shoreline at any time.
- Any trailer that is attached to a vehicle must obtain and display a parking pass both to park and to use marina ramp. Violation is subject to penalty assessment or towing.
- All unattached trailers are subject to storage fees or impoundment.
- Management reserves the right to tow Lessee's vehicle at Lessee expense if the vehicle is parked improperly.
- Lessee is encouraged to require guests to park in the reserve parking areas on holiday weekends and at times when the parking areas are near capacity to maintain adequate parking for each seasonal slip holder.
- NO PARKING at the boat ramp. Return your vehicle to the appropriate storage area after boat launch. The area beside the ramp is a staging area for an outgoing Boat. Trailers may need to be parked at a remote location off site.
- Contractors/service providers must be preapproved by the Management and must provide a certificate of insurance acceptable to the Lake James Camping Resort and Marina. They will be required to exhibit safe working practices and may be required to stop work should they create a risk to person or property of other tenants or the Marina. Lessee must schedule work to be scheduled and completed during regular office hours.
- Major construction, repair, painting, or overhaul of boats will not be permitted while moored in the Marina. Management will determine at its sole discretion as to what constitutes "major".
- Any work of any kind performed on a moored boat must not create a disturbance, noise, odors, smoke, or dust and/or create any safety concern or danger to any person, boat, or Marina property. Management will have sole discretion in the assessment of the need to require that a boat be dry docked for the needed work.
- Pumping, dumping, or spillage of oily discharges from the bilge of any fluids including oil, gas, diesel, spirits, gear or transmission lubricants, etc. is strictly forbidden within the Marina and on the waters of Lake James as per State and Federal Law. Petroleum absorbent mats should be used in the engine and bilge compartments to filter contaminants and still enable proper function of bilge pump discharge of water.

2022 Lake James Camping Resort *and* Marina

Seasonal Agreement and Rules and Regulations

January 1, 2022 through December 31, 2022

- All cleaning products used for maintenance of moored boats must be approved biodegradable non-phosphate. Products used for boats with grey water discharge systems such as sinks and showers including personal care and grooming products are also subject to approved biodegradable non phosphate product usage. Household cleaners, abrasives, bleaches, etching or acid based products, and generally any product not sold specifically for marine use are not allowed for use in Lake James.
- Boats must be properly moored in the slip with appropriately sized dock and spring lines that are in good condition with proper chafe prevention measures. All lines should be secured to the dock at the cleats. Framing of the docks and uprights for the covered docks should not be used for mooring and may result in damage to the dock and to the boat. Under no circumstance should the boat be allowed to come into contact with the dock structure. Temporary ties during owner use for easy access on and off the boat are allowed but must be restored when owner is not present. A dock line should never be tied such that it crosses a dock walkway surface.
- Lessee and Lessee insurance company are responsible for all costs incurred to prevent sinking, salvage and removal of the boat upon sinking and any damage to marina and any costs associated with environmental cleanup and/or fines.
- Bottom cleaning of any vessel while in the marina water via diving, pressure washing, chemicals, or mechanical means is prohibited.
- Boat engines will not be operated in gear while the boat is secured to the dock. Unnecessary engine idling of engines in the dock is not permitted.
- Boat generators running at docks is not permitted. Gas power mobile generators are not permitted on the docks of the marina.
- Fueling of all boats must be done at the fuel dock. Gas cans are not permitted on the docks or not allowed to be stored on boats that are moored in the Marina. Portable truck mounted units backed to ramps or truck to boat fueling is not permitted in the Marina.
- Boats equipped with holding tanks are advised that overboard discharge of waste is strictly forbidden in all waters of Lake James and is punishable by fine and/or imprisonment. Any witnessed overboard discharge should be immediately reported to Management and/or the authorities.
- Holding tank treatments and deodorants shall be formaldehyde free biodegradable environmentally sensitive products.
- Any small secondary vessel owned by the Lessee may only be left in the water if the Lessee is aboard the boat. At all other times they must be stored on the boat or in a rented slip. At any time left in the water, they must fit within the confines of the Lessee's slip.
- Using vacant slips, tying between slips or pilings is not permitted at any time. If a vacant slip is used by Lessee for any period of time, a slip fee will be charged.
- Swimming, diving and jumping off docks in the Marina waters is discouraged but not prohibited by Duke Energy. There are many hazards including subsurface dock anchor cables and dock cross member supports, boat traffic, stray electrical current hazards that may develop from defective boat ground/bonding systems and damaged electrical distribution system components on the docks, carbon monoxide from running motors and generators, and water quality issues from bilge water discharges. Electric shock and subsequent drowning has become an industry wide safety concern. Do not put yourself, family, and guests at risk.
- BBQ grills, electric only, are permitted, but must be attended at all times when in use. When not in use they must not be stored in dock boxes or on docks. Gas grills are not permitted on the docks or moored boats.
- Open flame of any kind is prohibited on the docks or on moored boats. This includes tiki lamps, sparklers and/or fireworks of any kind. Any boats equipped with propane or alcohol cooking, heating, or water heater systems and storage onboard must be a recognized industry certified installation, and regularly inspected and maintained appropriately.
- Docks must be kept clear at all times of lines, hoses, cords, tables, chairs, coolers, flower pots, etc. All dock lines, hoses, and power cords should be kept in neat order in addition to safely stowed.

2022 Lake James Camping Resort *and* Marina

Seasonal Agreement and Rules and Regulations

January 1, 2022 through December 31, 2022

- Dock power cords must be approved marine power cords in good condition and UL certified. Adapters such as 30 amp to 120v outlet, reverse Y adapters, etc. must be factory built and UL certified. No uncertified connectors or adapters will be approved for connection to a pedestal power outlet. The cables should be secured in such a manner as to not hang into the water. The cable ends should be secured when disconnected to not allow falling off the dock into the water. The pedestal breaker should be turned off prior to disconnect of any outlet to prevent arcing and damage to the cable and the pedestal outlet, as well as to prevent damage to sensitive battery charging systems on the boat.
- Lessees and their guests shall limit their overnight accommodation to the boat itself and will not make use of trailers, recreational vehicles or camping equipment of any type on Lake James Camping Resort and Marina property unless they are guests of, or are lease holders within the campground.
- Wheeled devices (excepting wheelchairs and similar wheeled handicapped assist devices), skate boards, roller blades, in line skates, mopeds or motorcycles and similar wheeled devices are not permitted on the docks. Bicycles may be walked on the docks to and from boat, and must be stored on the boat.
- Advertising or soliciting on Marina property is prohibited. Neither the boat nor Marina address shall be used for any business purpose without express written consent of the Marina.
- Sailboat rigging shall be secured to prevent undue noise.
- Hanging of towels, laundry, bedding, etc. is prohibited on the docks.
- Hanging wind chimes on the outside of boats is prohibited.
- All furniture and non-attached accessories on top decks or fly-bridges of houseboats and cruisers must be secured from blowing off in wind events and on to docks or adjacent boats.
- Slip holders and their family and guests are allowed to fish from the dock in an empty slip or pier only. Fish may not be cleaned on the dock. Fish waste shall not be dumped in the marina waters. Fish waste shall be double bagged and placed in trash dumpsters provided.

Renewal and Termination: This Seasonal Agreement terminates at the end of the Term (or upon any earlier eviction for violation of this agreement) and does not automatically renew. In the event of non-renewal or eviction, the Lessee expressly agrees to remove all personal property from the Slip and deliver the Slip peaceably and quietly. The Lessee shall remove any personal property left on or about the premises. If a Seasonal Agreement is not renewed by August 31, 2022, please make arrangements to have all belongings removed from the Slip by December 31, 2022. Any personal property on the Slip shall be deemed to be abandoned by the Lessee. Management will treat such personal property as abandoned and may dispose of or sell same in order to offset costs of disposition. The Lessee further agrees to pay any of the cost of removal of his/her personal property. By signing this lease, I give to Lake James Camping Resort, LLC, security interest in my boat and all other personal property at the slip or in the storage area of Lake James Camping Resort and Marina for sums owed.

Any violation of the terms of this Seasonal Agreement and Resort Rules and Regulations will jeopardize your right to stay the remainder of the season, and could result in fines and/or, in the sole discretion of Management, termination of the Seasonal Agreement at any time. No refund will be given on termination.

The Lessee agrees to pay and discharge all reasonable costs, attorney's fees, collection fees and expenses that shall be incurred by Lake James Camping Resort and Marina in enforcing the terms of this Agreement.

I/We, the undersigned, hereby apply for a Slip as set forth herein at Lake James Camping Resort and Marina for the following dates: January 1, 2022 through December 31, 2022. The seasonal rent covers use of (1) one Slip. The undersigned agrees to abide by the Rules and Regulations for Lake James Camping Resort and Marina.

I/We agree that I/We have our own personal insurance. I/We will be responsible for any physical damage to my personal property, vehicles, and their contents. I have my own medical health insurance and understand that this is the primary provider for all "slips and falls" which Lake James Camping Resort and Marina and its affiliates are neither negligent nor liable. I agree to abide by all rules, regulations and guidelines. I understand this property is privately owned. Management reserves the right to refuse services to anyone and will not be responsible for loss of money or valuables of any kind.

2022 Lake James Camping Resort *and* Marina

Seasonal Agreement and Rules and Regulations

January 1, 2022 through December 31, 2022

There will be no refunds on rent for voluntary departure, acts of nature or removal by eviction. Management reserves the right to terminate the Agreement to anyone not conforming to this Agreement and the Lake James Camping Resort and Marina Rules and Regulations. No refund is due to the Lessee for noncompliance.

The Seasonal Agreement is to be filled out in its entirety and is due with you're the initial installment or with payment in full. I/We accept, understand and agree to the preceding information including the payment schedule selected on the Payment Installment Agreement attached hereto. I/We agree to have our Slip fees paid in full by the due date associated with our payment plan and understand that failure to do so will result in the forfeiture of the Slip and removal of Boat and equipment into storage at the Lessee expense. The unit will be deemed abandoned 30 days after the account becomes delinquent and the unit will be sold to pay any unpaid balance. Any unpaid balances owed under the terms of the Agreement will be handed over to a collection agency. The Lessee accepts all responsibility for court fees, legal fees and collection fees.

Any violation of the terms of this Seasonal Agreement and Resort Rules and Regulations will jeopardize your right to stay the remainder of the season, and could result in fines and/or termination of the Seasonal Agreement at any time. No refund will be given on termination. This document is in no way to be construed as a lease or creating a tenant landlord situation. This is not a bailment.

I have read, understand, and hereby agree to the terms and conditions of this agreement and understand that I am bound by those terms. I will not hold Lake James Camping Resort and Marina, its affiliates, staff or Management liable for any damage, theft, or injury to person or property occurring within the premises. Management is not responsible for damage by lightning, electrical surges, falling trees or tree limbs, or any other act of God and does not bear any liability for spoilage of any perishable items that may result from an interruption of electrical service.

Management reserves the right to amend or supplement these Rules and Regulations at their sole discretion and without notice.

Lessee Signature(s)

Lessee Signature(s)

Date

Slip #

Representative of Lake James Camping Resort and Marina