

CAMP SITE GROUND LEASE

THIS LEASE is made and executed as of the ____ day of _____, 20____, by and between the Cedar Lake Club, Inc., a New York not for profit corporation organized and existing under the laws of the State of New York, having offices at 382 Rider Road, Clayville, New York 13322 (hereinafter the "Club" or "Lessor"); and _____, with mailing address of _____, (hereinafter "Member" or "Lessee").

SECTION ONE: DEMISE, DESCRIPTION AND USE OF PREMISES

A. The Club leases to Member and Member leases from the Club, for the purpose of utilizing the premises as a private seasonal residence and camp (and no other purpose), that camp site number _____.

B. As used in this lease agreement, the term "camp site" refers to the portion of the real property described on (1) attached map titled Sketch of Cedar Lake Campsites, or (2) the attached plot drawings and to improvements located on the property from time to time during the term of this lease.

C. Only Members may occupy the residence and camp site. Visitors, invitees and guests are subject to the by-laws, rules and regulations of the club.

SECTION TWO: TERM

A. The initial term of this lease shall commence on the executed date of this agreement and shall end on the 31st of October in said year of the execution of this agreement.

B. As used in this lease agreement, the expression "Term of this lease" refers to the initial term and to any renewal of this lease agreement as provided below. The term of all renewals shall terminate on the 31st of October.

SECTION THREE: RENT

Members shall pay the Club the annual sum of \$_____ as rent for the camp site, due and payable for the initial term together with any other charges or special assessments that may become due. Each year thereafter said rent shall be as determined by the Board of Directors of the Club and shall be paid in accordance with the billing procedures as set forth by said Board of Directors.

SECTION FOUR: USES PROHIBITED

Lessee shall not use the demised premises for any purpose other than a private seasonal residence and camp. No commercial use is allowed. As a material term of this lease Lessee acknowledges it is familiar with the Club's by-laws and camping rules which are incorporated herein by reference in their entirety. Lessee agrees the foregoing Bylaws and camping rules (including any amendments) are binding on Member.

SECTION FIVE: ABANDONMENT

Lessee shall not vacate or abandon the premises at any time during the term of the lease agreement. If lessee abandons, vacates or surrenders the demised premises, or is dispossessed by process of law or otherwise, any personal property belonging to Lessee shall be deemed abandoned and subject to the right of the Club to dispose.

SECTION SIX: NOTICE

A. All notices, demands or other writing in this Lease Agreement provided to be given or made or which may be given by either party, shall be deemed fully given when made in writing, deposited in the U.S. Mail and addressed as follows:

To: Lessor Cedar Lake Club, Inc.
382 Rider Road
Clayville, New York 13322
To: Lessee _____

B. The address to which notice may be given may be changed by written notice. The above shall be valid until change is made.

SECTION SEVEN: UTILITIES AND MAINTENANCE

Lessee must pay for the following utilities and services: electric power, garbage/trash removal, telephone, waste water disposal and all other costs in connection with the use and operation of the premises. Lessor shall have no responsibility of any kind of utilities or maintenance unless specifically stated herein. Lessee shall be solely responsible for all maintenance, repair and replacement of structures and improvements on the camp site and incur all costs and expenses relating to the same.

SECTION EIGHT: INDEMNITY AND INSURANCE

A. The Club shall not be liable for any loss, injury or death, or damage to persons or property that at any time may be sustained by Member or Member's guests and invitees arising out of the use of the camp site.

The Member shall provide and maintain during the term of this Lease a general liability policy of insurance insuring the Club from damage arising out of Member's use and occupancy of the camp site. All such policies shall be in the minimum amount of \$500,000.00 and contain a notice of cancellation clause providing the Club a minimum of 60 days notice of cancellation or non-renewal of said policy. Notwithstanding the foregoing, the Club, in its sole discretion, reserves the right to require a policy in the minimal amount of \$1,000,000.00 in the event of the addition, construction or presence of dock or accessory structure. Such policy shall name the Club as an additional insured and in the event of a loss, be primary and non-contributory.

The Member shall indemnify, hold harmless and defend the Club and its employees, agents, members and guests from any and all damages, suits, claims, liability and/or injuries to persons or property arising out of Member's use of the camp site at any time or on the grounds of the Club customarily used by the Member and arising out of the Member's negligence or failure to comply with applicable rules.

B. The Member agrees to indemnify, hold harmless and defend the Club and its employees, agents and members from any and all damages, suits, claims, liability and or injuries arising out of work, whether repair, remodeling, maintenance or new construction, performed on Member's camp site. Member further agrees to require any contractor or subcontractor performing work on Club property to have appropriate general liability and worker's compensation coverage. The member shall provide the Club with the required insurance prior to a contractor commencing work.

C. The Member agrees to indemnify and hold harmless the Club from any injury or damage arising out of falling trees, branches and limbs unless said trees were visibly dead, diseased and previously reported to the Club in writing.

D. The Member agrees to indemnify, hold harmless and defend the Club from any and all injuries and damages arising out of the operation of a golf cart on Club property by Member, Member's family, guests or invitees. This indemnity shall apply regardless of whether the cart is owned by the Member or the Club. All golf carts owned by Member shall be covered under a homeowner's or auto liability policy insuring against injury to persons and property.

SECTION NINE: SUBORDINATION

This lease and Tenant's rights are subject to and subordinate to all present and future (a) leases for the premises or land upon which they stand, (b) mortgages on the lease, or on the premises or in the land, (c) agreement securing money paid or to be paid by the lender under mortgages and (d) terms, conditions, renewals, changes of any kind in the extensions of mortgages or leases. Lessee must promptly execute any certificate that Lessor requires to show that this lease is subject and subordinate. If Lessee does not promptly execute any certificate(s) Lessor requests, the Lessee hereby nominates and appoints Lessor the Lessee's attorney in fact, for the limited purpose of executing the certificates.

SECTION TEN: SUBLETTING AND ASSIGNMENT

Subject to the rules of the Club, the assignment and subletting of a camp site is prohibited.

SECTION ELEVEN: RENEWAL

This lease shall automatically renew each year unless Lessee (a) provides notice of its intention to terminate the lease 30 days prior to the expiration of the term, or (b) Lessee ceases to be a Member of the Club; or (c) Lessor provide 30 days notice of its intention to terminate for non-payment of rent, club dues, special assessments or violation of Club rules.

SECTION TWELVE: NO WAIVER

Lessor's failure to enforce any term or terms of this lease shall not prevent Lessor from enforcing such term or terms at any later time.

SECTION THIRTEEN: CAPTIONS

The headings and captions used in this Lease are for convenience of reference only and shall not affect the meaning of this Lease in any way.

SECTION FOURTEEN: GOVERNING LAW

This Lease shall be governed by, construed and enforced in accordance with the laws of the State of New York.

SECTION FIFTEEN: ENTIRE AGREEMENT

This Lease constitutes the entire understanding between the parties hereto and the parties shall not be bound by any prior or contemporaneous agreements, understandings or conditions respecting the subject matter hereof other than those expressly set forth and stipulated in this Agreement.

SECTION SIXTEEN: MODIFICATION

This Lease may not be modified, changed, discharged or terminated except by a written instrument executed by both Lessor and Lessee expressly so providing.

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this lease the day and year first above written.

Dated: _____, Lessee

_____, Lessee

Dated: Cedar Lake Club, Inc.

By: _____, Lessor