

WATSON'S HARVERENE RESORT, INC

7750 S. Lakeshore Rd., #2

Chelan, WA 98816 (509) 687-3720

Amended **October 2023**

20__ SEASONAL MOBILE HOME / **TRAILER** SPACE LEASE: This Lease is made this day by and between WATSON'S HARVERENE RESORT INC., a Washington corporation, hereafter referred to as WATSON'S, and the undersigned TENANT.

1 - Lease: WATSON'S hereby leases to TENANT the real property described as Mobile Space No._____, WATSON'S HARVERENE RESORT INC., Chelan, Washington, together with the use of common areas of the resort, hereafter referred to as the PREMISES, on the terms and conditions set forth in this Lease.

2 - Terms: The terms of this Lease shall be for ___year, commencing on **January 1, 20__**, and terminating on **December 31, 20__**. In the event this agreement is not renewed or extended by the parties, the mobile home/trailer/structure and all personal property, shall be removed by the TENANT on or before **November 31 of the lease year or prior to snowfall**. After removal of property, lot must be cleaned to WATSON'S approval. Tenant shall pay per Diem rent of \$50 for each day after December 31, during which the mobile home and/or all personal belongings remain on the premise and/or lot is not cleaned to WATSON'S approval. If TENANT does not intend to renew the lease for the coming year, TENANT must notify WATSON'S no later than October 15, of the lease year which is the last day of seasonal use. Failure to notify WATSON'S shall result in TENANT paying WATSON'S an extra three (3) months rent the following season (Jan., Feb. and Mar.)

3 - Tenancy Rules: By executing this Lease, TENANT acknowledges receipt of the Rules of WATSON'S HARVERENE RESORT and agrees to abide by said Rules. If TENANT does not have a copy of the rules, TENANT may obtain a copy of the resort rules **which are posted on the Watson's Resort web page at www.watsonresort.com**. **It is the responsibility of tenant to have updated rules.** Each year TENANT shall return the last signed signature page to WATSON'S with the new lease.

4 - Rent: TENANT shall pay annual rent of \$_____ to WATSON'S payable monthly in the amount of \$_____ unless other arrangements for payment are agreed upon by WATSON'S and the TENANT. **THIS COMPLETE LEASE MUST BE SIGNED AND RETURNED WITH FIRST MONTHS RENT NO LATER THAN 5:00 P.M ON December 20, 20__**, **or rent for the first month will be considered delinquent and subject to late penalty equal to five percent (5%) of the delinquent rent. If lease and payment is not returned by January 10th of the lease season, a second late fee of 5% will be assessed.** TENANTS check will not be deposited until after **January 1 of the new lease year**. Monthly rent thereafter is due on the first day of each month and considered delinquent if not received at the office of WATSON'S by 5:00 P.M. on the tenth (10th) day of the month. Statements are not sent for rent. A late penalty equal to five percent (5%) of the delinquent rent shall be paid by TENANT to WATSON'S for each month that the delinquent rent balance remains unpaid. This balance may include unpaid late charges. Any payment will be applied to delinquent rent 1st and then applied to monthly rent due the 1st of each month. Any remaining **negative** balance will receive a late fee if not paid by 5:00pm on the 10th day of each month. Checks made for more than one

months payment will not be excepted. If TENANT wishes to make arrangements to pay for more than one months rent, TENANT is required to contact the office manager to make such arrangements.

5 - Checks and payments: All checks are to be written out to Watson's or Watson's Resort or Watson's Harverene Resort Inc. Checks are not to be written out in the name of the Agents of Watson's Resort. Payments are to be mailed or dropped off at the office of Watson's Resort. **There is a drop box on the left side of the door at the office.** Payments are not to be given to Agent, management or any other employee away from the office.

6 - Agent of WATSON'S: Robert H. Watson, Sr. and/or Robert H. Watson Jr. are designated by WATSON'S as managers and agents of WATSON'S for receipt of rent and for the purpose of service of notices and process. The address of Robert H. Watson, Sr. and Robert H. Watson Jr. is 7750 S. Lakeshore Rd., #2, Chelan, WA. 98816.

7 - Late Fees: A five percent (5%) late fee applies to any resort fee that is not paid on time. This includes but is not limited to – rent, boat storage, boat moorage, trailer storage, gas charges, etc. belonging to any TENANT or guest or family member of TENANT, who signs a lease or agreement with WATSON'S. **Monthly late fees will be required for each month that payment is late whether or not a billing statement is sent to the TENANT.**

8 - Payment of other charges: Rental items (short term/yearly moorage, boat storage, trailer storage, etc.) shall be paid within due date stated in this lease or any other agreement. All other items (gas, oil, water- craft rentals, etc.) must be paid fully within 10 days of the due date stated on the printed statement and/or after receiving bill. A late charge of five percent (5%) will be charged per month until the full amount is paid. All bills from the previous season must be paid prior to December 10 of the Lease year in order to close WATSON'S books for the year.

9 - Unit Partnerships and Non-Tenant Residents: **TENANT must choose one or the other. A TENANT can not have a partner and a non-tenant at the same time.**

Unit Partnerships: WATSON'S can, at their choosing, allow partnerships in the owning and/or leasing of units within the resort. Only one additional partner is allowed per unit and WATSON'S is under no obligation to allow partnerships. If a partnership is allowed, one partner shall be named and indicated as the primary TENANT. The other partner shall be listed as a secondary TENANT. Partnerships are an advantage to the TENANT(s). They are not an advantage to WATSON'S. Both TENANT and WATSON'S understand that partnerships could cause more wear and usage on resort facilities, septic systems, water systems, etc.. Special conditions, rules, and/or rates may be required for unit partnerships and/or guests/family members who use a TENANTS unit more than what is allowed in this lease. It shall be the responsibility of the Primary TENANT to provide the secondary TENANT with copies of leases, rules or correspondence from WATSON'S. **Back ground checks may be requested.**

Non Tenant Resident Occupant: WATSON'S can, at their choosing, allow a non-tenant to reside in TENANT'S unit within the resort. If a TENANT desires to have a friend and/or partner (who is not a spouse or family member) reside in TENANTS unit, such non-tenant resident need not be listed as a TENANT and/or owner but must be listed on the lease with their contact information. A non-tenant resident is not considered a TENANT in terms of ownership, rent, etc. nor does a non-tenant have the same rights as a TENANT /Owner at Watson's Resort. Any additional occupant (non-tenant residents) may reside in unit only with the written consent of WATSON'S, but WATSON'S is under no obligation to allow a non-tenant resident use of TENANTS unit and/or use of the premises. Non-tenant "boarders" shall not be allowed as this would fall under the classification of "sublet". If it is discovered that the TENANT does have a "boarder" residing in their unit, these actions by the TENANT **may** be grounds for lease termination. TENANT shall be fully responsible for the ac

tions of the non-tenant resident at all time and must reside with the non-tenant resident at all times. Non-tenant resident shall be knowledgeable of, abide by and follow all rules, regulations and the lease the same as any other TENANT or guest. **Background checks may be required as well as a separate application to be a Non-Tenant Resident.**

CHECK THESE SECTIONS IF THEY APPLIES
(Choose only one – Partner or Non Tenant Resident)

[] **Unit Partnership:** Any TENANT who has a owner/partner with their unit shall mark this section. WATSON’S may add a unit partnership/family usage fee in the future

Name of Secondary TENANT Partners _____
Contact information of Secondary TENANT (Address, telephone, cell phone, email) _____

Partnership fee \$ _____

[] **Non-Tenant Resident Occupant** Any non-tenant resident shall be listed below.

Name of Non-tenant resident _____
Contact Information (address, telephone, cell phone, email) _____

Non-Tenant Resident fee \$ _____

10 - Limited to Seasonal Use: TENANT understands and acknowledges that this Lease is for seasonal use of a vacation mobile home **or trailer** space from April 15 to October 15 of each season and rates are based on this seasonal use **only** rather than for the entire lease year. The TENANT shall be responsible for draining all water pipes inside and outside the mobile home that are located above or below the ground or the use of heat tapes or other means to prevent freezing within or outside the mobile home. This includes the TENANTS water supply from the resort water system. Failure in not turning off valves or properly winterizing the water supply system could result in extra repair expenses billed to the TENANT. Parking facilities, access roads, and WATSON’S facilities are not open or maintained from October 16 through April 14 of each season. The TENANT may visit WATSON’S from October 16 through April 14 to inspect their unit for up to two (2) hours **with prior notification to WATSON’S**. Any stay more than two (2) hour must have prior written permission from WATSON’S. For Permission, the TENANT must have given to WATSON’S, a signed “Off Season Limited Use Agreement” stating the desired time(s) and duration **of** stay. Both the TENANT and WATSON’S must be in agreement, however, WATSON’S is under no obligation to grant any time to any TENANT during the Off Season. Normal services such as garbage, water, swimming pool, etc. are not available during the off season. Road access may also not be available and WATSON’S is under no obligation to maintain road access.

CHECK THIS SECTION IF IT APPLIES

[] **Limited Off Season Use Agreement:** Any TENANT who wishes to use their unit between Oct. 16th and April 14th of the lease year is required to provide WATSON'S with a signed Off Season Use Agreement. **Limited Off Season Use Agreement forms may be found on the Watson's Resort web page in the forms section.**

[] **Extended Off Season Use Agreement:** Any TENANT who has year round water and wishes to extend the season by up to two months usage (March 15 to April 15 and/or October 15 to November 15) is required to provide WATSON'S with a signed Extended Off Season Use Agreement. Please check this section and fill out a **Extended Off Season Use Agreement form. These forms can be found on the Watson's Resort web page in the forms section.**

Note: If you have any questions about these off season and extended agreements, please contact resort agent.

11 - Utilities: WATSON'S shall provide water and refuse collection from April 15 to October 15 (weather permitting). Costs are included in the rent paid each month. All other utilities (electricity, telephone, TV cable, etc.) shall be arranged for and paid by TENANT. Electrical service may be obtained by the TENANT from the "Chelan County PUD". Telephone and internet service from "Zipty Fiber". Television and Internet service may be obtained from "Wave". It is the responsibility of the TENANT to contact these businesses for service and TENANT is responsible for all payment for these services. Upon expiration or termination of this Lease, TENANT shall provide satisfactory proof to WATSON'S that all utilities have been paid in full.

12 - Septic System: The care and maintenance of the units septic system shall be the responsibility of the TENANT. WATSON'S is responsible for broken lines, **tanks that are full of solids** and failed drain lines unless caused by TENANTS mistreatment of the system. WATSON'S is not responsible for damages or overuse of the septic system caused by TENANTS. In the event of a septic tank, drain and/or drain field problem, TENANT shall notify WATSON'S prior to performing any work on the system. Failure to notify WATSON'S may result in TENANT being responsible for any and/or all charges that incur. WATSON'S shall also be informed as to when repair is scheduled for a system. Under no circumstance is a TENANT allowed to hire any professional service in the name of WATSON'S nor is TENANT allowed to have any work billed to WATSON'S unless arrangements are agreed upon between TENANT and WATSON'S prior to the work being performed. TENANTS are responsible for maintaining their sewer lines in accordance to this Agreement and the Resort Rules. WATSON'S shall pump out septic tanks when and if necessary **if they are full of solids**. Work performed by WATSON'S shall not be done on holidays, holiday weekends or weekends. WATSON'S is not responsible for any blockage caused by TENANTS. Any obstruction in the drain, line or tank caused by the TENANT shall be repaired by and/or paid for by TENANT. If WATSON'S is to perform any work or assist with any work on a system that is found to be blocked do to TENANTS misuse of the system, there will be a \$100 minimum fee. If work is performed on a misused system by WATSON'S, TENANT shall pay an hourly rate as well as any item(s) found to be necessary by WATSON'S to resolve the problem (snakes, cameras, etc.). TENANT shall pay all expenses owed to WATSON'S within thirty (30) days after billing (date of invoice). Late payment fees of five percent (5%) per month will apply. If it is found that the tank is full of solids and needs pumping, WATSON'S will make arrangements to have a tank pumped at a convenient time and will pay any bills associated with pumping the system. If a drain field system has failed, WATSON'S shall make arrangement to repair the drain field at a convenient time for all TENANTS as well as a convenient time for WATSON'S. WATSON'S shall pay any bills associated with repairing the system so long as misuse has not been proven. **If it is found that a system can not be repaired or is to costly to repair, lease could be termination.**

Washing Machines and Dish Washers can cause extreme damage to a septic tank and drain field.

Soap build up can clog pipe lines and clog the pores in the soil causing pipe line constriction or drain field failure. Soaps also stop the break down action within the tank itself thus not allowing proper sewage breakdown. **Drain o type products are never to be used unless authorized by WATSON'S.** In the event that a septic system fails because of the use of Washing Machines or Dish Washers, TENANTS assumes full responsibility in repairs associated with the repair. If a system fails because of the use of a washing machines or dish washers and can not be repaired or is to costly to repair, lease could be terminated.

CHECK THIS SECTION IF IT APPLIES.

Washing Machine and Dish Washers: Any TENANT with a Washing Machine and/or dish washer in their unit must mark this section. TENANT agrees to use **biodegradable soaps or soaps that are less damaging to the drain field system. It is advised NOT to use liquid soaps. There is no extra fees in this lease for those who have dish washers but there is an extra fee for cloths washers.**

Check which Items your unit has

Clothes Washing Machine – Extra fee \$ _____

Dishwasher

13 - Water system, Hot Water tanks, Valves: It is recommended that all Hot Water Tanks have a turn off valve located on the water supply line and that power be turned off to the tank and valves closed at the end of the season in order to reduce the chance of off season winter damage. It is also recommended that the main water supply valve to the unit be turned off even if heat tape is used.

14 - Water main system shut down: WATSON'S shall not be responsible for any damage caused to a TENANTS hot water tank or water system in the event that the resort water system needs to be shut down for repair or in the event of a water line breakage or power outage, regardless of the time of year it may be. This includes but is not limited to; Hot Water Tanks, yard irrigation, units plumbing system, valves, etc. During the winter months or during times when the TENANT will be gone for long periods of time, it is advised that TENANT turn off the Hot Water Tank electrical breaker and Hot Water Tank water supply valve.

15 - Preparing unit for the winter: TENANT shall leave the unit and space in a clean condition prior to the off season. All items outside the unit are to be stored in a neat and safe location in the event that maintenance needs to be performed around your unit. **Vehicles and boats are not allowed to be parked at the TENANTS space during the off season. Flammable items are not to be stored under the unit or unit decks.**

16 - Electrical Meter Boxes: Should WATSON'S be required to, need to or desire to upgrade any electrical meter box or hook up, it is agreed that the TENANT shall be responsible for any work that may need to be done between the meter box and the TENANTS unit. WATSON'S has the right to upgrade any meter box at any time if deemed necessary or to make a meter box safe.

17 - Fire Safety and Preventative Measures: All TENANTS are to have a minimum of one (1) fire extinguisher in each unit. At least one Fire extinguisher is to be checked and serviced annually by a company

licensed to do so and WATSON'S may require that TENANT provide proof of inspections. **Fire extinguishers are to be placed in an area where they are clearly visible. They are not to be placed behind doors, in closets, in counters, etc.** If a tenant has an outdoor barbeque, it is required that a TENANT have a second extinguisher where the barbeque is located. All units must also have a working smoke alarm (battery operated) and batteries should be changed every six (6) months. Exit ways inside a unit as well as on the outside should always be clear of obstructions to allow easy and safe passage. The immediate area around electrical breaker panels are to be kept clear and visible. Breaker panels are not to be tampered with and never locked or hidden.

TENANT should not use multi-plug outlet adapters or octopuses. Do not overload your breakers or wiring. No storage of flammable items under your units, under decks, etc. shall be allowed. Units are to be kept clear all the way around in order to maintain a low fire wall. Green belts are encouraged. TENANT understands that they are personally liable in the event of a fire that causes damage to their unit or another unit if found to be negligent.

18 - Unit Keys: TENANT shall provide to WATSON'S, a set of keys to access the TENANTS unit. These are to be used in the event of an emergency. If TENANT chooses not to provide a set of keys to WATSON'S, TENANT must state to WATSON'S in writing the reason(s) for not providing WATSON'S with a set of keys. It shall be the responsibility of TENANT to provide and/or make sure WATSON'S has the correct key.

Check this box if it applies:

As TENANTS of Watson's Harverene Resort Inc., we do not wish to provide to Watson's, a key for the reasons stated. _____

19 - Condition of Premises: TENANT acknowledges that the mobile home space has been received in clean & usable condition. Upon expiration or termination of this Lease, TENANT shall vacate and return the mobile home space to WATSON'S in the same condition subject only to normal and ordinary use. If a damage/ cleaning deposit has not been required by WATSON'S, TENANT remains liable for removal of debris and for repair of any broken connections, such as water lines, electrical or any other type connections used to provide services to the mobile home space. Failure to leave space in a clean and usable condition will result in TENANT paying a clean up fee. TENANT shall also be subject to a per Diem rent of \$25 per day for each day after last day of the lease that the property is not clean and in usable condition.

20 - Maintenance and Alterations: TENANT shall maintain and water the lawn and keep area adjacent to the mobile home watered and clear of debris and objects. TENANT shall be responsible for the removal (all or part) of any vegetation (plants, shrubs, and trees) should WATSON'S feel that vegetation died do to the lack of water, chemicals or was damaged by TENANT. Tenant may be responsible for the replacement of said vegetation.

TENANT shall not prune, cut, or remove any plants, shrubs, or trees (whether alive or not) without permission from WATSON'S. TENANT shall not use chemicals or herbicides without prior consent of WATSON'S. TENANT shall not dump any debris in resort garbage dumpsters nor shall TENANT pile debris at any location in resort, including TENANTS lot or adjacent property unless permission is granted by WATSON'S to do so. TENANT shall not store lumber and/or anything burnable' under the deck, porches or mobiles that may create a fire hazard. In the event of TENANT'S failure to maintain and water the yard and lawn, WATSON'S shall have the right to do so and TENANT shall pay all reasonable expenses incurred by WATSON'S within (30) days after billing. TENANT shall not make alterations, additions, changes or improvements (including paint

ing and/or repainting the original color or changing the color of the mobile, deck, trim, doors, etc.) to the outside of the mobile or the mobile home space without prior written consent of WATSON'S. **All sides of a TENANTS mobile home or trailer must be maintained and painted to match.**

TENANT shall keep the mobile home space free and clear of all liens, claims and encumbrances. WATSON'S shall have the right to make repairs or complete maintenance on reasonable notice to the TENANT unless in the event of an emergency. There shall be no abatement of rent owed to WATSON'S in the event of repairs or maintenance by WATSON'S which interrupt water, sewer, garbage, electricity or otherwise interferes with TENANT'S use of mobile, moorage or common areas of the Premises.

21 - Inspections or work performed by a third party: If TENANT desires to have a third party inspect or work on their unit (**use season or off season**), TENANT and third party shall be required to notify WATSON'S prior to entering upon the premises and inspecting TENANTS unit. Major off season work may or may not be allowed based on water availability, time of year, road conditions, etc. WATSON'S has the right to deny any off season work to be performed.

22 - Sale or Transfer of WATSON'S: WATSON'S Harverene Resort may be sold or otherwise transferred at any time with the result that the subsequent owners may close the mobile park portion of the resort. WATSON'S may close the mobile home park portion of the resort at any time after notice required under Washington State law.

23 - No Waiver by WATSON'S: The Waiver by WATSON'S of any breach or default by TENANT shall not constitute a waiver as to a subsequent breach or default.

24 - Assignment TENANT shall not assign this Agreement to any person(s) without written permission from WATSON'S. Subletting or sub-renting is not allow, be if for cash or trade. Any such assignment or sub-rental or trading shall be void and, at the option of WATSON'S shall constitute a breach of this Agreement entitling WATSON'S to immediately terminate this Agreement

25 - Sale of TENANTS unit: TENANT must notify WATSON'S prior to listing unit as being for sale. This includes but is not limited to the use of signs, posters, verbal, Realtor, etc. All "For Sale" signs must be approved by WATSON'S prior to the posting of said sign(s) and must comply with the rules and guidelines of WATSON'S (lease and/or rules). TENANT must notify WATSON'S of anyone who will be entering onto the promises to show a unit that is for sale. TENANT must provide to a Realtor or any other person showing and/or selling a unit, all documents such as lease, rules, forms, etc. TENANT shall not allow any potential purchaser to use the unit or premises without permission from WATSON'S. TENANT may **not** assign this agreement upon the sale or transfer of title to TENANTS mobile home/trailer. **Upon sale of a unit, WATSON'S will obtain from TENANT an authorization to transfer form which can be found in the forms section on the Watson's Resort web page, after which time WATSON'S shall create a new lease for the new TENANT.** TENANT shall provide to WATSON'S all required financial information relative to the proposed assignee at the time TENANT provides written notice to WATSON'S of the intended sale or transfer. WATSON'S has the right to make reasonable and diligent inquiry into the financial status and personal references of the intended assignee. WATSON'S retains the right to reject said transfer upon a thorough examination of assignee's financial status and assignment based upon sale or transfer of TENANT'S mobile/trailer, except as may here and before set forth. TENANT shall pay a One percent (1%) transfer fee (1% of the units selling price and/or value) to WATSON'S prior to the transfer of lease by WATSON'S. The original owner/TENANT will remain responsible for the Lease Agreement and the provisions of it, including payment of any rent or fees required hereunder until the transfer fee is paid and the new agreement is signed by the Assignee and WATSON'S.

Prior to any transfer, TENANT must provide a written release indicating that unit has been sold and giving

permission to transfer lease to another person and such written release shall state the date in which transfer is to take place.

Any mobile home and/or trailer located within Watson's Resort that is for sale shall be listed accurately as to not mislead any potential purchaser or interested buyer. All things pertaining to the lease, rules and regulations of Watson's Resort, as well as the unit itself, must be fully disclosed while unit is listed. Any misrepresentation of the unit that is for sale, or misrepresentation of Watson's Resort, its lease, rules, regulations or any other item may result in the termination of TENANTS lease. TENANT shall be responsible for those who list their unit being for sale. If a unit is being sold by a Realty firm or Realty salesperson, the TENANT shall make sure that their unit as well as Watson's Resort is represented accurately. The TENANT and/or Realty agent in charge shall disclose and make available to potential buyer(s) a copy of the current lease, rules and regulations of Watson's Resort **as well as any other forms that may apply**. WATSON'S is under no obligation to distribute leases, rules or any other item to a potential buyer. No Realty signs shall be placed within Watson's Resort (driveways, entrances, on units, yards or any other place on Watson's property or right of ways entering thereof) without the permission from WATSON'S. Any sign that is place on the premises without permission may be removed by WATSON'S. Prior to the final signing of a sold unit, WATSON'S shall have the opportunity to meet with the potential purchaser to go over all items pertaining to the resort and to make sure that the potential purchaser is fully aware of all rules and regulations pertaining to residing at WATSON'S. No special conditions granted to a TENANT shall be passed on to any purchaser without the agreement of WATSON'S.

26 - Stipulation and Agreement: The parties hereto stipulate and agree that **The Manufactured/Mobile Home Landlord Tenant Act does not apply. RCW 59.20.030 states that property rented on a seasonal recreational basis that is not intended for year-round occupancy is not subject to this Act** and the parties specifically waive any and all requirements, rights and responsibilities as set forth in that Act since WATSON'S is not a year round community, nor is it classified as a "mobile home park", but rather a seasonal rental resort, regardless of any off season use. Rates at Watson's Resort are based on seasonal usage, not year round usage **though twelve monthly payments are normal**.

27 - Early Termination: WATSON'S reserves the right to terminate the tenancy, envisioned by this Agreement, prior to its normal expiration date, if TENANT fails to comply with the terms and conditions of this Agreement, including the rules and regulations as set forth in this Agreement. If WATSON'S determines that it is in the best interest of WATSONS **and/or its other TENANTS** to terminate this Agreement prior to its normal expiration, WATSON'S shall give TENANT, not less than 15 days notice of its intent to terminate the Agreement and require TENANT to remove TENANTS property from the premises. Prior to the removal of TENANTS unit and/or property from WATSON'S, TENANT must have all accounts at WATSON'S paid in full. If accounts are not paid, WATSON'S has the right to lock or barricade TENANTS property until all accounts are paid and checks have cleared into WATSON'S account.

Should WATSON'S terminate this Agreement, by written notice, TENANT shall remove or sell their property within 15 days of receipt of the notice from WATSON'S to TENANT. If TENANT fails or refuses to pay all bills and remove TENANT'S property from the premises in a timely fashion, then WATSON'S shall have the right to remove TENANT'S property from the premises, to a location of WATSON'S choice if WATSON'S so chooses. WATSON'S shall give TENANT notice of said removal and the disposition of the property. TENANT agrees that TENANT will be responsible for all costs associated with removal of the property. Upon notice from WATSON'S to TENANT of the amount incurred in said removal, TENANT agrees to make payment to WATSON'S of said amount within 15 days of receipt of said notice.

If TENANT fails, in all respects, to either remove the property and/or pay the cost associated with the removal of the property by WATSON'S, then and in such event, TENANT acknowledges that WATSON'S shall have a lien against said personal property, as provided by RCW 60.72 et. seq., and that WATSON'S may levy on said lien to the extent necessary to satisfy WATSON'S cost of removal, accrued interest at the **18%** per annul,

attorney fees, attorney's costs, past due rent, storage of TENANTS property, or any other amount legally collectible by WATSON'S for the violation of the Agreement, or as allowed by law. TENANT acknowledges that WATSON'S lien may be foreclosed by the sale of said property, pursuant to RCW 60.72 et. seq., and that WATSON'S will give notice to TENANT of said sale and the result of said sale. Any sums obtained by WATSON'S in excess of those sums allowed to WATSON'S, shall be returned to TENANT within 30 days with an accounting.

28 - Removal of Property: The terms and conditions, as set forth, relative to removal of their property for early termination shall apply at anytime TENANT refuses to remove TENANT'S property from the premises at the end of the rental period. If TENANT wishes to remove their Mobile Home or RV prior to the end of the lease period, all bills owed to WATSON'S and all bills owed to any other party (telephone, cable TV, etc.) must be paid in Full through the lease year with adequate time for any check to clear the bank.

29 - Abandonment: Any TENANT who has defaulted in rent for a period of at least three (3) months consecutively and has not made contact with WATSON'S in writing for the same period of time indicating to WATSON'S a plan for payment; and/or by actions and/or by words, indicates the intent not to continue tenancy, and is absence from the premises for a period of at least three (3) months without payment; TENANT'S unit shall be classified as Abandoned. If TENANT'S unit is classified as abandoned, WATSON'S shall notify TENANT in writing, at which time WATSON'S may confine TENANT'S unit, be it by lock and key, chain, or any other means, and shall take steps to place a lien on TENANT'S unit which may involve the removal of TENANT'S unit from the premises. During this time, prior to TENANT removing their unit, all outstanding bills owed by TENANT to WATSON'S for the entire lease period, shall be paid in full.

30 - Enforcement: In the event that legal action to enforce this Lease is needed by WATSON'S, but matters are not taken to court, or in the event that an attorney must be obtained by WATSON'S in order to collect rent, the TENANT agrees to pay reasonable attorney fees that were required for collection of rent and/or Lease enforcement. If legal action to enforce this Lease is needed and matters must be settled in the court of law, the prevailing party shall be entitled to an award of reasonable attorney fees and costs. Venue of any such action shall be in Chelan County, State of Washington.

31 - Non-renewal of Lease: If Tenant does not plan to renew their lease at WATSON'S, written notice shall be given to WATSON'S from TENANT no later than Oct. 15st of the lease year. Prior to removal of unit, all bills owed to WATSON'S must be paid in full through the lease year and all checks shall have had enough time to clear the bank. Failure to notify WATSON'S by Oct. 15st of the lease year will result in TENANT being required to pay an additional three (3) months rent the following lease year, prior to removal of unit, if a new tenant is not found to take over lease for the following year. If a new Tenant is found to pay the three (3) months rent, TENANT'S three months rent shall be reimbursed.

32 - Changing of Lease: TENANT shall not change or alter any part of this agreement without permission from WATSON'S. If a change is needed, the change must be agreed on by both parties and signed by TENANT and an Agent of WATSON'S.

33 - Integration: This Lease constitutes the entire agreement between the parties. Any and all prior representations, agreements, terms and conditions have been fully merged herein.

34 - Risk of Loss: TENANT assumes all risk of loss to TENANT'S personal property located in or around the mobile home and/or on any part of the Premises from fire, theft, vandalism, ice, snow, freezing, rain, wind, **downed trees**, acts of God and any other cause. TENANT shall be solely responsible for any damage to the mobile home space and other areas of the Premises caused by TENANT and/or the TENANT'S

guests. TENANT agrees to indemnify, defend and hold WATSON'S, it's directors, officers, shareholders, employees and agents, harmless from any and all claims by third parties and/or TENANT'S guests, for property damage and/or personal injury resulting from TENANT'S use, occupancy and possession of the mobile home or trailer, mobile home space, moorage, and common areas of the Premises. TENANT shall provide any insurance which may be desired by TENANT to cover loss or damage to personal property and/or personal injury, and TENANT shall name WATSON'S as an additional insured on said policy as their respective interests shall appear herein. TENANT shall be liable and responsible to and for TENANTS guests while on the premises, which includes any resort property(s).

35 - Inspection and Entry: WATSON'S may enter upon the space for purpose of inspection, repair, maintenance, or to show the space to prospective purchasers, tenant, workman, or contractors at any time without notice. In the event of emergency or abandonment of the space and/or mobile home by TENANT, WATSON'S may enter upon the space or into the mobile home immediately.

36 - Watercraft or Trailers at Mobile Home Space: Watercraft and/or trailers are not allowed to be parked at a TENANTS Mobile Home or Cottage. This includes all types and sizes. Items must be stored and parked in the designated areas only approved by WATSON'S. This includes overnight parking of trailers prior to and at the closing of the boating season. **With permission** from Management, boats on trailers prior to the boating season and at the end of the season may be parked at a unit for no longer than one (1) week. **All trailers must be checked in at the resort office prior to parking.** All small watercraft must be indicated in this lease or in the storage agreement and must pay the fee. Any trailer left at Watson's Resort must be identified with the TENANTS name clearly marked on the trailer. Moorage and trailer storage requires a separate agreement form. If one is not included with the lease information and/or storage agreement and TENANT wishes to have moorage and/or storage for the upcoming season, please contact the WATSON'S at the resort office. It is the TENANTS responsibility to notify WATSON'S for such forms. Failure to notify and obtain such forms could result in TENANT paying a 5% late fee. A reasonable number of air Mattresses & toys may be stored at the unit if kept in neat, orderly manner as not to create a cluttered appearance within the resort.

37 - Guests: Very important. Please refer to Resort Rules.

38 - Guests Vehicles: Please refer to Resort Rules.

39 - Guest Moorage: Please refer to Resort Rules.

40 - Extra Vehicles: Please refer to Resort Rules.

41 - Postal Boxes: (INITIAL BOX IF YOU WISH TO RENT A POSTAL BOX.)

_____ **Mark and** Initial here if you wish to continue to rent Resort mailbox #___ at WATSON'S. The annual fee is **\$25.00** per season and is to be sent when returning this Lease.

_____ **Mark and** Initial here if you do not have a mailbox but would like to rent one. Submit **\$25.00** Rent and a box will be assigned to you.

_____ **Mark and** Initial here if you have been renting a mailbox and would **not** like to continue renting the box. Return the keys to WATSON'S **with this lease.**

42 - Golf Carts: **Please mark this section if you have a golf cart.**

[] **Golf Carts, ATV's, Side by Side, etc.:** Any TENANT who owns or uses a golf cart on resort grounds shall fill out a golf cart use form which can be found on the Watson's Resort web page under the forms section. Please include this form with lease and payment.

43 - Pets: TENANT shall not have pets (cat, dog, or any other) on the Premises unless approved by WATSON'S and only if TENANT has a signed PET AGREEMENT on file in the office of Watson's Resort. TENANT takes full responsibility for their pet(s) or pets belonging to other family members and/or guests. Family members and/or Guests of TENANT shall not bring pets onto the Premises without written permission to do so by management of WATSON'S. If a TENANT has a family member and/or guest then TENANT must provide WATSON'S with a sign pet agreement for the guest. **This form should be signed by both the TENANT and the family member or guest as to make sure that the family member or guests is aware of the pet agreement rules.**

CHECK THIS SECTION IF IT APPLIES

[] **Pet Agreement:** Any Tenant who has a pet or who has family members or guests with a pet, shall fill out and return to WATSON'S with their lease. **Pet agreement forms can be found on the Watson's Resort web page under the forms section.** TENANT shall have no more than two pets on the premises or at the TENANTS unit at any one time unless permission is given to TENANT from WATSON'S. **This includes pets of TENANT and of family members or guests.**

Type and Description of Pet _____

Type and Description of second pet _____

44 - Zoning: WATSON'S is currently zoned "R-W" in Chelan County, Washington.

Sign and Return ENTIRE Lease to
Watson's Harverene Resort Inc.

Failure to return the lease in its entirety shall result in a \$20.00 fee.

DATED this _____ day of _____, 20____

Tenant's signature

Name printed

Spouse's signature

Name printed

Address

Telephone #

City, State & Zip Code

Partners name and address

Partners spouse's name

For office use only
Watson's Harverene Resort Inc.

Authorized Signature

Date

Return entire signed lease to the office of Watson's Resort along with any payments that may be required.