## **Extended Off Season Use Agreement**

This agreement is an addendum to the primary lease between OWNER and TENANT.

The purpose of this addendum is to allow TENANT extra use of their unit above and beyond that which is stated in the regular Lease.

It is understood by the tenant that the yearly rate in the Tenants lease is based on six (6) months use of their unit space between the dates of April 15 and Oct. 15. While the rate is based on six months use, the rate is spread out over twelve (12) monthly payments rather than six payment in which the unit is used. Drinking Water restrictions and park classifications do not allow WATSON'S to be able to let TENANTS use the facilities on a full time bases.

The purpose of this Extended Use Agreement is to allow TENANT the right to extend the use time of their unit by up to two months.

By signing this agreement, TENANT is requesting addition use of their unit either one month prior to the regular season beginning and/or extending the use one month later in the Fall. Since rates are based on six months use, additional use will have an additional rate. Since the normal amenities are not available, the additional rate per month will be half that of the normal rate.

Example: If a TENANT pays rent in the amount of \$400 per month for twelve months, then in reality, they are paying \$800 per month for the six months in which they are allowed to use the unit. Paying half the rate for the extended usage would be like paying a 13<sup>th</sup> and/or 14<sup>th</sup> extra months rent. In the case of this example, the TENANT would pay an extra \$400 for each extended month of use.

WATSON'S agrees to allow TENANT the use of their unit during the off season at an extra rate of \$\_\_\_\_\_ per extra month of use.

Tenant understands that they will be held responsible for any damage caused by the use of their unit during the off season, whether damage is to their own unit, property belonging to Watson's Resort, or property belonging to another Tenant, as a result of this extra use. This agreement is binding with the Tenants lease agreement with WATSON'S and all of the conditions in the original agreement as well as any other limited off use agreement.

Garbage Collection is limited during the off season and should any problem arise for the overloading of dumpsters at the resort, Tenant understands that they may be asked to limit the amounts of garbage that is placed in the dumpster.

Tenant understands that Watson's has little responsibility to the tenant in maintaining roads and removal of snow during the winter months Watson's has no obligation to the Tenant in the event of extreme weather such as wind, freezing rain, rain, snow, etc. TENANT further understands that during the off season, repairs may be made around the resort which could further limit things such as water, road use, power, etc.

Tenant understands that this is a year to year agreement and that WATSON'S is under no obligation to renew this agreement the following year. This limited use does not change the classification of WATSON'S and does not classify WATSON'S as a mobile home park thus the Landlord Tenant Act does not apply.

In order to qualify for this agreement, TENANT must have full year round water supplied available to the unit. If TENANT is on a water line that is turned off during the winter months, this agreement may not be used under any conditions.

Please indicate which date(s) you wish to use your unit.

Extended use October 15<sup>th</sup> to November 15<sup>th</sup> at an extra fee of \$\_\_\_\_\_.

Extended use March 15<sup>th</sup> to April 15<sup>th</sup> at an extra fee of \$\_\_\_\_\_

Signed by \_\_\_\_\_\_ this \_\_\_\_\_

Day of , 20 .

Signature of WATSON'S representative