

LEASE AGREEMENT

Lot No.: _____

Camper(s) Name: _____

Address: _____

Cell Phone: _____

Email: _____

Emergency Contact Name: _____

Emergency Contact Phone: _____

By your signature below, you agree to the terms of this Lease. You realize that this Lease now replaces and/or supersedes any other contracts for all Tenant(s) residing at Seeber Shores for the season between the dates of **05/01/2027 to 10/01/2027**.

Signature

Date

SEEBER SHORES MARINA AND CAMPGROUND OF CNY LLC
P.O. Box 551
Liverpool, New York 13088

RELEASE OF LIABILITY

I, _____ will release Seeber Shores from any and all liability and waiver of any claims including the items notated below.

Seeber Shores will not be held responsible, nor will be held accountable for circumstances beyond our control; otherwise known as Acts of God; nor will any funds be refunded due to such Acts of God by Seeber Shores.

Seeber Shores is considered a seasonal campsite and marina, with all payments due in full, each patron and resident of the marina and campgrounds are submitting payment for the entire 2027 season which runs from May 1, 2027 - October 1, 2027.

By signing this agreement, you waive all legal rights, including the right to sue or claim compensation following an accident or damage to personal property or due to Acts of God.

This notice also serves as your notice to waive any claim or right to sue from any person working for the person above.

I agree to pay for all damages as a result of this activity.

Signature

Date

CONSTRUCTION AND/OR REPAIR/UPGRADE ADDENDUM

Tenant understands that repairs, construction and/or upgrades to the premises will or may be undertaken during the tenancy. This could result in some amenities currently available to not be available for the Tenant's use. Tenant agrees to hold the owners, management, agents, employees and assigns harmless for an inconveniences or lack of amenity use or availability due to the construction and/or repairs.

Tenant has been made aware that the property is or may be under construction or repair or upgrading and has agreed to rent the premises with this knowledge.

Tenant agrees to hold the owners, management, agents, employees and assigns harmless for any inconveniences or damages including but not limited to noise, construction traffic, dust, dirt, tire punctures, debris, construction equipment, temporary utility outages, amenity unavailability or un-usability etc. and agree that they cannot break their lease, withhold rent or receive a rent abatement because of any construction/repairs/upgrading unless otherwise agreed to in writing.

Tenant will cooperate fully with any vendors and workers and allow access to them whenever needed by them and follow any requirements, rules or protocol that may arise out of any repair or construction.

Signature

Date

PET APPLICATION
(Complete Only If Your Pet Is New For The 2027 Season)

This pet application is for Site #____, _____(name). I do hereby request that my pet be approved to reside with me during the term of my lease agreement. If my pet is a **"service animal"** I will notify in writing and this pet application may not be applicable.

I understand that Seeber Shores is under no obligation to approve my pet for occupancy.

BREED:_____

NAME_____

WEIGHT:_____

AGE:_____

DATE OF LAST RABIES SHOT:_____

A current rabies certificate **MUST** be provided and can be emailed to Kathy.

I, the owner of the above-described pet, do hereby certify the following:

My pet is well trained, is not dangerous to others and does not have a propensity to be vicious. My pet has never bitten, clawed or caused harm to another person or other pet.

There shall be no other pets, other than listed above on the premises without the express written approval of Seeber Shores. Should I desire additional pets, I agree to apply to Seeber Shores for approval and obtain approval prior to pet occupancy. Seeber Shores does **NOT** guaranty any approval.

I agree to keep the pet from becoming a nuisance to neighbors, this includes but is not limited to controlling the barking of the pet and cleaning any animal waste on and about the premises.

In the event that my pet causes damage or destruction to the property, I agree to be financially responsible for all said damage or destruction.

If the pet becomes a nuisance or causes damage or destruction to the premises Seeber Shores may terminate the **TENANT'S** privilege of having a pet and or **TENANT'S** tenancy.

I do hereby agree to the terms and conditions of this pet application.

Applicant

Date

**Seeber Shores Marina and Campground of CNY LLC
Sandy Creek, New York 13145**

**Mailing address:
P.O. Box 551
Liverpool, NY 13088**

LEASE AGREEMENT

(NON-TRANSFERABLE)

This lease term will begin on **May 1, 2027** and will terminate on **October 1, 2027** and is **non-transferable**.

Tenant shall vacate the Premises upon termination of the Lease.

Please Note: No one shall be allowed entry onto the campground or marina until all accounts have been paid in full. Payment of Lease Agreement to Seeber Shores Marina and Campground of CNY, LLC for the 2027 summer season are as follows: 5/1/27 to 10/1/27 at the rate of \$2,600 if received by March 1, 2027.

Seeber Shores is legally owned, operated and insured and requires that all payments, contracts, and other correspondence be mailed to the address below:

**Seeber Shores Marina and Campground of CNY LLC
P.O. Box 551
Liverpool, NY 13088**

RENT: "Rent" shall mean any monetary obligations of Tenant to Seeber Shores under the terms of this agreement.

Rent will be accepted by the following methods: personal check, money order, bank check, cash or credit card (fees apply).

If any payment is returned for non-sufficient funds the account will accrue an administrative fee, which includes bank fees and postage of \$75.00.

DEPOSITS: A non-refundable deposit of \$200.00 is due and payable to Seeber Shores on or before November 1, 2026 with the remaining monies due on or before March 1, 2027 (see 2027 Seasonal Fees).

SALE OF CAMPER: Please note that when you sell your camper your seasonal lot **CANNOT** be sold with it. Your Lease is **non-transferable**. You must check with management to see if there is a wait list; special permission may be granted if there is no wait list. In the case of a wait list, the new owner will be offered another seasonal site if available.

Campers who wish to sell their campers must notify management by November 1, 2027, in order to avoid the campsite fee for 2028, and your camper must be removed from the premises by November 1, 2027 to avoid paying the winter storage fee. If we do not receive your site deposit your camper will be pulled on or about November 15, 2027 and your site will be marketed as

available. Your camper will be stored at your expense of \$250 per month. After 3 months of no response your camper will be considered abandoned.

NON-RENEWAL OF LEASE: Tenants not renewing their lease for the 2027 season must give Seeber Shores management written notice **60 days** in advance of April 1, 2027. All personal belongings must be removed from the premises on or before April 1, 2027. Personal belongings include your camper. Unless you rented the camper from Seeber Shores, you own the camper and it's your responsibility to remove it from the premises on or before April 1, 2027. If the camper is not removed you will be charged disposal fees and administrative fees will be assessed on a daily basis.

PERSONAL PROPERTY: Tenant must remove all personal items at Lease expiration and of vacating the Premises. Any items remaining on the Premises will be disposed of by Seeber Shores with or without Tenant's consent. Tenant will be required to reimburse Seeber Shores for any expenses or costs incurred or associated with removing and/or storage of any Tenants personal property left on the Premises at the end of the season.

Seeber Shores may construct and implement a lien against Tenant's non-exempt personal property for unpaid rent against all of the Tenant's non-exempt personal property. Seeber Shores may seize any non-exempt personal property if the Tenant fails to pay any rent, fees, or other costs in which the Tenant has been billed by Seeber Shores.

Seeber Shores will not place your camper on site or your boat in the water. All such placements of trailers or boats are to be authorized and confirmed by Seeber Shores.

We do encourage all Tenants to purchase renter's insurance with a copy of the declaration page to be in Tenant's file.

POSSESSION: Tenants shall be entitled to entrance and enjoyment of Seeber Shores on the first day of the term of the Lease and Tenant(s) shall surrender possession to Seeber Shores on the last day of the term of the Lease.

At the expiration of the term, Tenant shall remove all goods and effects and peaceably yield items on the Premises to Seeber Shores in good condition or better as when delivered to Tenant.

USE OF PREMISES: Tenant may occupy and use said premises as a seasonal dwelling unit. No retail, commercial or professional use of the Premises is allowed unless the Tenant receives written consent from Seeber Shores and such conforms to all zoning laws. In such case, Seeber Shores requires Tenant to obtain all necessary permits and liability insurance; naming Seeber Shores as additionally insured.

No work is to be performed on Premises unless Seeber Shores has been provided an insurance certificate naming Seeber Shores as additional insured.

The failure to abide by the provisions of this section shall constitute a material breach of this Agreement and is just cause for eviction. We strongly suggest that all Tenants procure Renter's insurance.

OCCUPANCY: All Tenants listed on this Lease will be the only Tenants allowed to spend any significant time on the campgrounds and the marina. A maximum of 5 people will be allowed to be listed on your lease. Additional residents or guests not listed on this Lease will be allowed to

spend a short time (maximum 7 days) as your visitors before additional charges are incurred.

PETS: There is a two (2) pet limit. All pet paperwork and current rabies certificates must be completed, submitted and approved prior to opening day. No pets will be allowed in the park without a current rabies certificate. No pets shall be permitted on or in the campground unless accompanied by an adult at all times and leash laws MUST be adhered to. All pet owners MUST clean up any waste from their pet.

Seeber Shores will not assume ANY responsibility for animals that may attack another person on the Premises. Tenant is responsible for any and all fees, medical bills, legal costs, etc. that the injured party may wish to pursue.

Visitors are not allowed to bring their or anyone else's pets into the park at any time.

MAINTENANCE: It is the Tenant's responsibility to keep their lots mowed on a weekly basis, clean of debris and to not obstruct the operation of Seeber Shores with any items that would obstruct or impede roads, access roads for any Seeber Shores management from daily operation. If your lot does not get mowed weekly you will be charged a \$25 mowing fee.

Tenant(s) will keep Premises clean, sanitary and in good condition. Immediately notify Seeber Shores of any defects or dangerous conditions in and about the Premises of which tenant becomes aware.

Any work on the premises (such as plumbing or electrical) must be authorized and work will be inspected by onsite management prior to commencement of such work and before completion of such work.

If a maintenance request is submitted and it is determined that the maintenance needed is due to faulty equipment or property of Tenant, there will be a labor charge of \$75\hour. This charge will not be prorated or refunded.

INDEMNITY REGARDING USE OF PREMISES: The Premises are accepted "as is", and in consideration of this rental, the undersigned waives any rights to claims for damages against Seeber Shores and agrees to hold harmless any claims which may arise during the time(s) of this Agreement\Lease.

To the extent permitted by law, Tenant agrees to indemnify, hold harmless and defend Seeber Shores from and against any and all losses, claims, liabilities and expenses, including reasonable attorney fees, if any, which Seeber Shores may suffer or incur in connection with Tenant's possessions which may arise from misuse of the Premises. Tenant hereby releases Seeber Shores from any and all liability for loss or damage to Tenant's property or effects whether in\on the Premises arising out of any cause whatsoever, including, but not limited to rain, plumbing leakage, fire, or theft, etc.

WEATHER: Seeber Shores will assume no responsibility and no refunds will be given to any Tenant(s) due to inclement weather or any Acts of God that occur on the Premises owned and operated by Seeber Shores. Acts of God may include, but are not limited to: earthquakes, flooding or any other catastrophic occurrences.

GOVERNING LAW: This Lease shall be construed in accordance with the laws of the State of New York. All laws and regulations of governmental bodies of Seeber Shores governing the conduct of the camper, owner, and persons using the rental facilities under them will be observed.

DEFAULTS: Tenant shall be in default of this Lease if Tenant fails to fulfill any Lease obligations of term by which Tenant is bound. Subject to any governing provisions of law to the contrary these rights provided in this paragraph are cumulative in nature and are in addition to any other rights afforded by law. Tenants who violate any rules or regulations set forth by Seeber Shores will receive a Notice of Violation and any such violations are to be cured immediately.

LATE PAYMENT: Tenants will have 30 days to remit payment for any and all invoices from the date of the invoice. Every 30 days that invoice(s) have not been paid, late fees will accrue and must be paid, additionally in order for account to remain current.

COMPLIANCE WITH REGULATIONS: Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and any insurance underwriters written for Seeber Shores as well as all rules and regulations set for by Seeber Shores. Disorderly, noisy, or dangerous conduct by owners, family or guests is strictly prohibited. All Tenants are to enjoy a quiet, peaceful and crime free environment at all times.

There are to be NO illegal drugs, no growing marijuana, and no firearms allowed at any time on the Premises. FIREWORKS ARE STRICTLY FORBIDDEN AT ALL TIMES.

Any Tenant in violation of State\County laws and Seeber Shores rules and regulations will be asked and/or escorted from the Premises immediately.

UTILITIES: All Tenants are required to adhere to responsible use of water and electricity. It is not permitted for any Tenant(s) to use water and electric excessively. Please turn off all electronics when you are not utilizing the campsite or marina. Please do not leave air conditioners or hot water heaters running when you are not utilizing the campsite or marina.

The capacity of your RV's electrical system, measured in amps, directly influences the amount of load you can safely place on the circuit breaker. Overloading a 30-amp outlet with more than 30 amps could trigger the circuit breaker and potentially result in electrical damage.

30 amps will allow the use of your camper's roof air conditioning, microwave, electrical outlets, refrigerator, etc. You must be aware of how many amps each appliance is drawing. An air conditioner draws about 16 amps. Seeber Shores recommends using propane to run any additional appliances.

EMERGENCIES: All legitimate and/or critical concerns are to be reported to Seeber Shores management during the hours of 7am-9pm only. Fausto's cell number is 315-920-2881 or the office phone number is 315-686-8177.

All Tenants are to call 911 for any fires, gas smells or medical assistance or emergencies. Any fees incurred by Tenants in relation to medical (cost of ambulance, hospital bills, etc.) are to be paid by Tenant(s) and not Seeber Shores.

Seeber Shores will assume no liability and will not pay any costs associated with medical or other emergency when it is evident that the emergency is caused by Tenant.

OTHER: A series of surveillance cameras have been set up throughout the Premises to provide an additional level of security for everyone at Seeber Shores.

If any breach or infractions set forth in this Lease, or any other policies and procedures of Seeber Shores have occurred, any and all monies paid by any/all Tenants will be forfeited immediately.

Local Police force may be called and tenants(s) may be escorted off the premise, and may be arrested with applicable charges.

Please see Seeber Shores Rules and Regulations for additional important information.

SEEBER SHORES CAMPGROUND RULES AND REGULATIONS

1. An adult, at least 21 years of age, must provide supervision at each site at all times. Children under the age of 5 must be supervised at all times. Children under the age of 18 must be on their campsite by 10 p.m.
2. Tenants should not enter another camper's site without permission. Utilize marked roads/paths to travel through the park.
3. **Quiet hours are from 10 p.m. to 9 a.m.**
4. NO Fireworks!
5. Tenants are to park on their designated site only and not on any other tenant's site. Tenants are allowed 2 cars per campsite. Any vehicles parked in unauthorized spots will incur a violation fee of \$25.00.
6. There is a strict "Garbage in\Garbage out" policy in effect at Seeber Shores. No burning of any plastic, such as grocery bags and other plastic products is allowed.
7. All cigarette butts must be properly disposed of.
8. Campers will NOT be allowed on Seeber Shores premises until all accounts are paid in full.
9. The posted speed limit throughout the entire Premises is 15 MPH. Any driver of any vehicle exceeding this speed limit will be in breach of the Rules and Regulations and subject to immediate removal from the Premises. A second occurrence will result in automatic removal from the Premises for the remainder of the season. **No child under the age of 18 years is allowed to operate golf carts or any other type of motorized vehicle.**
10. All dogs should be leashed at all times and have a current rabies certificate on file. If your dog is a service dog, please notify management so we have that information on file.
11. All dog waste must be kept picked up and properly disposed of **AT ALL TIMES.**
12. All campfires are to be kept at a controllable level. Burning pallets, leaves, scrap lumber or furniture is not allowed.

In case of any breach or infractions of the RULES AND REGULATIONS, any and all monies paid by any tenant will be forfeited completely.

Seeber Shores has the right to add or amend any of these rules and regulations at any time.

SEEBER SHORES MARINA RULES AND REGULATIONS

1. Infants or young children shall not be permitted on the **Marina** premises unless attended to by an adult at all times.
2. No swimming and/or diving will be permitted within the Marina.
3. No fueling of vessels from open containers shall be permitted on the premises.
4. All owners or operators of vessels being used for charter or hire shall pay current charter fees and inform any and all customers of the rules of the Marina.
5. No cleaning or disposing of fish shall be permitted in Marina waters or rubbish containers.
6. All Pilots of vessels within Seeber Shores shall conduct themselves to the direction and control of Seeber Shores and its Harbormaster, and to the relevant United States Pilot Rules.
7. All pilots of vessels within the Marina must have completed the Boater Safety Course and a copy of completion card must be in your file.
8. No vessel shall be operated in a reckless manner or excessive speed and no speed over 4 MPH shall be maintained in the Marina.
9. No vessels shall be launched except by permission of Seeber Shores.
10. Trailers shall be restricted from the Marina except by permission of Seeber Shores.
11. On-shore storage shall not be jettisoned nor toilets flushed within the Marina except for at the facilities provided for these purposes by Seeber Shores.
12. No refuse shall be jettisoned or toilets flushed on the Premises except for at the facilities provided for these purposes by Seeber Shores.
13. All vessels shall be secured in a manner approved by Seeber Shores.
14. No boats will be allowed to launch on Seeber Shores premises until all accounts are paid in full.
15. Winter storage for boats runs from October 1, 2026 to April 30, 2027 at the rate of \$20.00 per linear foot. All payments are due in full no later than November 1, 2026. A late fee of 10% will be assessed if payment is not received in full by November 1, 2026.

In case of any breach or infractions of the RULES AND REGULATIONS, any and all monies paid by any boater will be forfeited completely.

Seeber Shores has the right to add or amend any of these rules and regulations at any time.

A copy of these Rules and Regulations will be posted at Seeber Shores.