

WATSON'S HARVERENE RESORT, INC
7750 S. Lakeshore Rd., #2
Chelan, WA 98816 (509) 687-3720

20__ SEASONAL COTTAGE LEASE
Amended November 2019

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 Cottage No. ____, of WATSON'S HARVERENE RESORT INC., Lake 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(s), commencing on **January 1, 20__**, and terminating on **December 31, 20__**. In the event this agreement is not renewed or extended by either party, TENANTS personal belongings shall be removed by the TENANT on or before **November 31 of the lease year or prior to snowfall**. After the removal of personal belongings, cabin must be cleaned to WATSON'S approval. TENANT shall pay per Diem rent of \$50.00 for each day after December 31 of the lease year, during which any personal property remains on the Premise and/or the unit is not cleaned to WATSON'S satisfaction. If TENANT does not intend to renew the lease for the coming year, TENANT must notify WATSON'S in writing by no later than October 15 of the lease year. 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.). If TENANT chooses to remove property from unit after Oct. 1 of the lease year which is the last day of the seasonal use, it is the responsibility of TENANT to pay for any clearing of access roads and parking facilities should it be needed. TENANT shall be responsible for paying for any damages that may incur while clearing of access roads, parking facilities, walkways or any other area between Oct. 16 and April 14. "Parking facilities, access roads and resort facilities are not open or maintained from Oct. 16 through April 14. TENANT shall notify WATSON'S prior to entering onto the PREMISES between Oct. 16 and April 14.

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. Copies of the rules may be obtained **on the Watson's Resort web page at www.watsonresort.com** 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 \$_____. **THIS COMPLETED LEASE MUST BE SIGNED AND RETURNED ALONG WITH THE FIRST Months RENT, NO LATER THAN 5:00 P.M. ON December 20, 2017, or rent for the first month will be considered delinquent and subject to late penalty equal to five percent (5%) of the delinquent rent.** The check will not be deposited prior to January 1 of the new lease year, **an additional late fee of 5% will be added if lease and payment are not returned by January 1 of the new lease year.** Monthly rent thereafter is due on the first (1st) day of each month. Rent shall be considered delinquent if not received at the office of WATSON'S by 5:00 P.M. on the 10th day of each month. Statements are not sent for rent payments. A late penalty equal to five percent (5%) of the delinquent rent shall be paid by TENTANT to WATSON'S for each month that a delinquent balance remains unpaid. 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.

5. CHECKS AND PAYMENTS: All checks are to be written out to Watson's, 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. Payments are not to be given to agents, management or any other employee away from the office. **Payment is to be made on a monthly bases. Checks made for more than one months payment will not be excepted. If TENANT wishes to pay rent in advance, TENANT may make a separate payment out for each month or shall contact the office manager to make any other arrangements. Any returned check shall have a \$25.00 returned check fee and 5% late fee shall be applied.**

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 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 AND FEES: Rental Items (long and Short term moorage, boat storage, trailer storage, charges, etc.) shall be paid within the dates stated in this Lease and/or agreement. All other items (gas, oil, rentals, etc.) must be paid fully within **15** days of the due date stated on the printed statement or upon billing. A late fee of five percent (5%) will be charged per month until the bill is paid in full. All bills must be paid in full prior to December 10 of the lease year in order to close Watson's books for the year. Failure to pay said bills and late fees in full may result in non-renewing of Lease the following year.

9. UNIT PARTNERSHIPS AND NON-TENANT RESIDENT OCCUPENT: WATSON'S can, at their choosing, allow partnerships in the leasing of a cottage. Only one additional partner (family) is allowed per unit and WATSON'S is under no obligation to allow a partnership. 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 TENANTS, not to Watson's. Both TENANT and WATSON'S understand that partnerships could cause more wear and usage on resort facilities, water and septic systems. Special conditions/rules/rates **may** be required for unit partnerships. Guests/family members are not allowed to use the unit more than what is allowed in the lease. It shall be the responsibility of the primary TENANT to provide copies of leases, rules or any other correspondence, to the secondary partner.

WATSON'S can, at their choosing, allow a non-tenant to reside in TENANTS 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 (below). 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 does a TENANT/Owner at Watson's Resort. Any additional occupant (non-tenant resident) 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 a 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 actions of the non-tenant resident at all times and must reside with the non-tenant resident at all times. Non-tenant residents shall be knowledgeable of, abide by and follow all rules, regulations and the lease the same as any other TENANT or guest.

Check these sections if they apply

Unit Partnership: Any TENANT who has a partner involved in their units use shall mark this section. WATSON'S may be adding a unit partnership/family usage fee in the future but such fees shall not be effective in the lease year.

Name of Primary TENANT Partner _____

Name of Secondary TENANT Partner _____

Partnership fee \$ _____

Non-tenant resident: List any non-tenant resident and contact information below.

Name of non-tenant resident _____

Contact information of non-tenant resident (phone, address, email, etc.) _____

10. LIMITED TO SEASONAL USE: TENANT understands and acknowledges that this Lease is for seasonal use of the vacation cottage from May 1 to September 30. Water will be supplied to the cottage from May 1 through September 30. Parking facilities, access roads, and RESORT facilities are not open or maintained from October 15 through April 15. The cottage may only be used from October 1 through April 30 with prior permission from WATSON'S and only if water is available to the unit. For permission, the TENANT must make an appointment at the office of WATSON'S, with Management, and a OFF SEASON LIMITED USE AGREEMENT stating the desired time and duration for the access must be filled out and on file at the office. Both the TENANT and WATSON'S must be in agreement, however, WATSON'S is under no obligation to grant any time to the TENANT during the Off Season. Cottages may not be used if water is not available.

LIMITED AND UNLIMITED OFF SEASON USE BY TENANT: Regardless of TENANTS use of their unit, past or present; and regardless of any special agreement between TENANT and WATSON'S, TENANT understands that WATSON'S is a seasonal resort and agrees that the Residential Landlord/Tenant Act does not apply to this or any other agreement and the parties specifically waive any and all requirements, rights and responsibilities as set forth in that Act or any other law. TENANT understands that WATSON'S may have a fee for off season use based on the amount of use allowed by WATSON'S to TENANT during the off season. TENANT understands that Watson's Resort is a seasonal use facilities and rates are based on seasonal use. WATSON'S is not regulated as a year round facility.

11. UTILITIES: WATSON'S shall provide and pay for all water and refuse collection during the summer season (from May 1 to September 30 in the case of lease cottages) and this amount is included in the rental payment. All other utilities, including (but not limited to) electricity, telephone and TV cable, shall be arranged for and paid by TENANT. Upon expiration or termination of the Lease, TENANT shall provide satisfactory proof to WATSON'S that all utilities have been paid in full. Garbage collection may be limited during shoulder seasons. TENANT shall take home any refuse between Oct. 15 and April 15 as WATSON'S is not set up for excess garbage during the off season.

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 which are full of solids, and failed drain lines so long as these problems are not caused by TENANTS misuse. WATSON'S is not responsible for damages to 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, either by themselves or by a hired professional. Failure to notify WATSON'S will result in TENANT being 100%

responsible for any and all charges that incur. WATSON'S shall also be informed as to when a repair person is scheduled to work on the system. Under no circumstances is a TENANT allowed to hire any professional service in the name of Watson's Harverene Resort Inc. or, have any work billed to WATSON'S unless authorized to do so by WATSON'S. TENANTS are responsible for maintaining their sewer system in accordance to this Agreement and the Resort Rules. WATSON'S shall pump out or dig out septic tanks when and if necessary. WATSON'S is not responsible for any blockage or partial blockage caused by TENANT. 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 other item(s) found to be necessary by WATSON'S to resolve the problem. TENANT shall pay all expenses owed to WATSON'S within thirty (30) days after billing. Late payment fees of 5% will apply. If it is found that the tank is full and needs pumping, WATSON'S will make arrangements to have the 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 and shall pay any bills associated with repairing the system. 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.**

CHECK THIS SECTION IF IT APPLIES

Washing Machine and Dish Washer: 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. There is an extra charge (fee) to any TENANT who uses a cloths washing machine. Avoid liquid soaps. There is not an extra charge (fee) for dish washers.**

Check which Items your unit has

- Cloths Washing Machine
- Dishwasher

13. WATER SYSTEMS, HOT WATER TANKS, VALVES: Once the water system is activated in the spring, it is the TENANTS responsibility to look after the water system, hot water tank, valves or any other item that may cause a problem during the time that the cottage is used. It is understood and agreed to that WATSON'S does not nor is it any part of the agreement that WATSON'S is to check for problems within a TENANTS unit while TENANT is not present. . It is the TENANTS responsibility to look after any damages that may be caused if and when the cottage is not being used. If a problem does exist, it is the TENANTS responsibility to notify WATSON'S in a timely manor, until such item(s) are repaired. Failure to either notify WATSON'S of the problem in a timely manor or repair the problem themselves may result in TENANT being responsible for any damage that may take place.

14. WATER MAIN SYSTEM SHUT DOWN: WATSON'S shall not be responsible for any damage caused to TENANTS personal property in the event that the resort water system needs to be shut down for repair or in the event of a water line breakage, regardless of the time of year it may be. This includes but is not limited to, hot water tanks, yard irrigation systems, and so forth.

15. PREPARING UNIT FOR THE WINTER: Tenant shall leave the unit in a clean condition prior to the off season. All items under sinks and toilets must be removed so WATSON'S has access to these areas for weatherization. Toilets and the area around them are to be cleaned and disinfected.

16. ELECTRICAL METER BOXES: n/a

17. FIRE SAFETY AND PREVENTATIVE MEASURES: All TENANTS are to have a minimum of one (1) fire extinguisher in each unit (mobile home, trailer or leased cottage). Fire extinguishers are to be checked and serviced annually by a company licensed to do so. **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.** All units must also have a working fire alarm/smoke detector (battery operated). Batteries must be changed on a regular bases every 6 months. Other guidelines to be followed are: Exit ways should always be clear of obstructions to allow easy and safe passage. The immediate area around electrical breaker panels are to be kept clear (inside units as well as outside) and can not be covered or locked. While breaker panels may be unsightly, TENANTS are never allowed to cover or hide these panels. TENANTS should not use multi-plug outlet adapters or octopuses. Do not overload your breakers or wiring. No storage of flammable items under units, decks, etc. Units are to be kept clear all the way around in order to maintain a low fire wall. TENANTS understand that they are personally responsible and liable in the event of a fire that causes damage to their unit as well as to the property belonging to others if found negligent.

18. UNIT KEYS: n/a

19. CONDITION OF PREMISES: TENANT acknowledges that the cottage has been received in good condition. Upon expiration or termination of this Lease, TENANT shall vacate the cottage and return the cottage to WATSON'S in the same condition, subject only to normal wear and tear resulting from ordinary use. In the event that WATSON'S has required a cleaning/damage deposit from TENANT, such deposit shall be applied to cleaning and necessary repairs. If no cleaning/damage deposit has been required by WATSON'S, TENANT remains liable for all cleaning and repairs which exceed normal wear and tear and shall pay all expenses incurred to WATSON'S for cleaning and repairs. Failure to leave cottage 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 \$50 per day for each day after the last day of the lease that the property is not clean and in usable condition.

20. MAINTENANCE AND ALTERATIONS: TENANT shall maintain, water and mow the lawn and keep the yard adjacent to the cottage 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 shall not prune, cut or remove any plants, shrubs and trees (whether alive or died) without prior permission from WATSON'S. TENANT shall not use chemicals or herbicides without the 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 around TENANTS cabin unless permission is granted by WATSON'S to do so. TENANT shall not store lumber and/or anything burnable under the cottage, porches or decks which 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 expenses incurred by WATSON'S within thirty (30) days after billing.

TENANT shall not make alterations, additions, changes or improvements to the cottage, nor do any painting of the cottage (inside or outside, new color or original color) without prior consent of WATSON'S. TENANT shall keep the cottage free and clear of liens, claims and encumbrances. WATSON'S shall have the right to make repairs or complete maintenance on reasonable notice to TENANT during the use season. **Notice is not required during the off season.** . There shall be no abatement of rent owed to WATSON'S for repairs or maintenance by WATSON'S which interrupts water or electricity or otherwise interferes with TENANT'S use of cottage, moorage or common areas of the Premise.

APPLIANCES - WATSON'S shall be responsible for each units (a) Hot Water Tank, (b) stove and (c) refrigerator. These items shall be a basic simple type appliance. Should a tenant wish to update any of

these items, they may do so after which the item shall be classified as belonging to the TENANT so long as the original item is returned to WATSON'S. Should item be replaced by TENANT, TENANT shall assume all responsibility for the repair, maintenance and replacement of said item. Should an item belonging to WATSON'S need to be replaced, WATSON'S shall do so with another basic type item. Should TENANT wish to pay extra for an upgraded higher quality item, TENANT may do so by paying the extra amount for said upgraded or higher quality item but it shall be agreed that when the lease is given up or terminated, the upgraded item shall remain in the unit unless other agreements and considerations are made between TENANT and WATSON'S in writing. Maintenance and repair of said upgraded item shall be done by TENANT. WATSON'S shall not be responsible for the replacement or repair of other appliances such as but not limited to: Garbage disposals, trash compactors, dish washers, portable heaters, ceiling fans and other such fixtures unless the item was installed or provided by WATSON'S with the unit. In the case of ceiling fans, these may be replaced with a simple light fixture rather than a fan.

MAINTINANCE OF UNIT - WATSON'S is not responsible for some items in the cottage such as but not limited to; screen doors and screen windows, updated flooring or carpets or the cleaning there of, replacing light bulbs, etc.

ITEMS THAT ARE CONSIDERED ATTACHED TO A UNIT OR TO THE PROPERTY - TENANT shall leave items that are attached to a unit when/if TENANT gives up the lease or if a lease is terminated. Such items include but are not limited to; window coverings (curtain and blinds), window screens, doors or screen doors, attached trim work, shelving, permanent electrical items (light fixtures, ceiling fans, built in heaters, switch covers, door knobs, shutters, as well as out door items that are considered permanent such as trees and plants that are planted in the ground, outdoor shutters, attached outdoor electrical fixtures, permanent sprinkler type systems and the items that operate them, etc. or any other attached items.

21. **INSPECTIONS AND WORK PERFORMED BY A THIRD PARTY:** If TENANT desires to have a third party inspect or perform work on their unit, notice must be given to WATSON'S and third party shall make arrangements with WATSON'S before performing any inspection or prior to performing any work.

22. **SALE OR TRANSFER BY WATSON'S:** Watson's Harverene Resort may be sold or otherwise transferred at any time with the result that the subsequent purchasers or renters may choose to close the cottage lease/rental portion of the resort. WATSON'S may close the cottages 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 waive as to any subsequent breach or default.

24. **ASSIGNMENT:** TENANT shall not assign this Agreement or Sublease the cottage to any other person(s) without the written permission from WATSON'S. Subletting or sub-renting is not allowed be it for cash, trade or any other consideration. Any such assignment or sub-rental shall be void and, at the option of WATSON'S, could constitute a breach of this Lease entitling WATSON'S to immediately terminate the Lease.

25. **SALE OF TENANTS UNIT:** n/a

26. **STIPULATION AND AGREEMENT:** The parties hereto stipulate and agree that the Residential Landlord/Tenant Act does not apply to this Agreement, and the parties specifically waive any and all requirements, rights, and responsibilities as set forth in that Act since the unit being rented is a seasonal vacation type rental cottage.

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 any and all of 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 Watson's Resort and/or its 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 TENANT'S property from the premises. WATSON'S may choose not to renew the lease unit the following season. Should this be the case, TENANT will be responsible for payment until the following year. Should WATSON'S terminate this Agreement by written notice, TENANT shall remove their property within 15 days of receipt of the notice from WATSON'S to TENANT. If TENANT fails or refuses to remove TENANT'S property from WATSON'S in a timely fashion and as stated in this agreement, then WATSON'S shall have the right to remove TENANT'S property from the resort to a location of WATSON'S choosing for storage. 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 and/or storage of the property. Upon notice from WATSON'S to TENANT of the amount incurred in said removal and storage, TENANT agrees to make payment to WATSON'S of said amount within 15 days of receipt of said notice and prior to the picking up of removed items. A 5% late fee shall be applied to any unpaid fees if not paid within said time as well as a monthly late fees of five percent (5%) thereafter.

If TENANT fails, in all respects, to either remove the property or pay the costs associated with the removal and/or storage of the property by the 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 for attorney's costs, past due rent, removal and storage fees, or any other amount legally collectible by WATSON'S for the violation of the Agreement, or as allowed by law. TENANT acknowledges that the lien may be foreclosed by the sale of said property, pursuant to RCW 60.72 et. seq. and 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 along with an accounting.

28. REMOVAL OF PROPERTY AT END OF LEASE PERIOD: The terms and conditions, as set forth relative to removal of the property for early termination, shall apply at anytime TENANT refuses to remove TENANT'S property from WATSON'S at the end of a rental period. WATSON'S shall give TENANT 15 days notice of TENANT'S failure to remove the TENANT'S personal property from Watson's Resort and in the event that TENANT fails or refuses to remove the property, WATSON'S shall have the right to remove said property under the terms and conditions as set forth hereof.

29. ABANDDONMENT: 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 by words, reasonably indicates the intention not to continue tenancy, and/or is absent from the premises for a period of at least three (3) months without payment; TENANT'S unit may hereby be classified as abandoned. WATSON'S shall notify TENANT in writing, at which time WATSON'S may confine TENANTS unit and/or personal property, be it by lock and key, chain or any other means, and shall take steps as addressed in said agreement, to place a lien on TENANT'S unit and personal belongings which may involve the removal of TENANTS personal property and belongings. During this time, prior to TENANT obtaining and/or removal of personal property and belongings, all outstanding bills owed by TENANT to WATSON'S for the entire lease period shall be paid in full including any late fees or other charges and fees.

30. ENFORCEMENT: In the event of any 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. By signing this lease, all party's agree that the Venue of any such action shall be in Chelan County, State of Washington.

30. 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 November 1st of the lease year. Prior to the removal of personal belongings, all bills owed to WATSON'S must be paid in full and all checks shall have had enough time to clear the bank. Failure to notify WATSON'S by November 1 of the lease year will result in TENANT being required to pay an additional quarters rent (Jan., Feb., and March) the following lease year. Failure to notify WATSON'S by December 1 of the lease year will result in TENANT being required to pay an additional months rent for April the following lease year. Failure to notify WATSON'S BY January 1 of the new lease year will result in TENANT being required to pay an additional months rent for May of the new lease year. Failure to notify WATSON'S by February 1 of the new lease year will result in TENANT being required to pay an additional months rent for June of the new lease year, and so on. **During this time, legal action by WATSON'S may be in process. TENANT shall continue to be responsible for any rent until the process has been completed.**

31. CHANGING OF LEASE: TENANT shall not change or alter any part of this agreement without permission and signature from WATSON'S. If a change is needed, the change must be agreed on by both parties and signed by TENANT and agent of WATSON'S. Said change(s) must be initialed by both TENANT and an agent of WATSON'S.

32. INTIGRATION: This Lease constitutes the entire agreement between the parties. Any and all prior representations, agreements, terms and conditions shall not be considered as being merged herein **unless stated in writing and agreed upon by both TENANT and WATSON'S.**

33. RISK OF LOSS: TENANT assumes all Risk of Loss to TENANT'S personal property located in or around the cottage and on the Premise from fire, theft, vandalism, ice, snow, freezing rain, wind, falling trees, acts of God or any other cause. TENANT shall be responsible for damages to the cottage and other areas of the Resort caused by TENANT and/or TENANT'S guests. TENANT'S 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 TENANT'S guests for property damage and/or personal injury resulting from TENANT'S use, occupancy and possession of the cottage, moorage and common areas of the Resort. 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 WATONS as an additional insured on said policy as their respective interests shall appear herein.

34. INSPECTION AND ENTRY: On forty-eight (48) hours prior notice to TENANT during the summer season, WATSON'S may enter the cottage for the purpose of inspection, repairs, maintenance, or to show the cottage to perspective purchaser, tenants, workmen, or contractors. Prior notice will not be required of WATSON'S to enter the cottage to drain and turn water off and on or make repairs. In the event of any emergency or abandonment of cottage by TENANT, WATSON'S may enter the cottage as without forty-eight (48) hour notice. **WATSON'S may enter the unit at any time for any reason during the off season without notifying TENANT.**

35. NO STORAGE OF WATER CRAFT OR TRAILERS ALLOWED AT

COTTAGES: This includes all types and sizes. They must be stored and parked in designated areas

Page 8 of 10

only approved by WATSON'S. This includes overnight parking of trailers prior to and at the closing of the boating season.

36. MOORAGE AND TRAILER STORAGE: Moorage and trailer storage requires a separate agreement form. If one is not included with the lease information and you wish to have moorage and/or storage for the upcoming season, please contact the resort office or you may go to the resort web page for forms at www.watsonsresort.com

37. NEATNESS AROUND TENANTS UNIT: A reasonable number of air mattresses & toy may be stored at the unit if kept in neat orderly manner as not to create a cluttered appearance within the resort.

38. GUESTS: Very important. Please refer to Resort Rules. All guests of TENANTS must sign in and register at the resort office immediately upon arrival, regardless of the duration of their stay. See resort rules for additional information about guests. Rules concerning guests must be followed.

39. GUESTS VEHICLES: 0. Please refer to Resort Rules.

40. GUESTS MOORAGE: Please refer to Resort Rules.

41. EXTRA VEHICLES: Please refer to Resort Rules.

42. POSTAL BOXES:

Postal Boxes: (INITIAL box if it applies)

Initial here if you wish to continue to rent Resort mailbox #____ at WATSON'S.

Include the annual fee of \$20.00 per season when returning the Lease.

Initial here if you do not have a mailbox but would like to rent one. Enclose the annual \$15.00 fee with your Lease and a box will be assigned to you.

Initial here if you have been renting a mailbox and would like to discontinue. You will be charged for the box until the keys are returned to WATSON'S.

43. GOLF CARTS: Please mark the section below if you have a Golf Carts.

Golf Carts: Any TENANT with a golf cart that is used on resort grounds shall fill out and return the enclosed form (if included) and return to WATSON'S with their lease. TENANT agrees to follow all rules pertaining to the use of Golf Carts within the resort.

44. PETS: TENANT shall not have pets (cats, dog or any other animal) 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. TENANT takes full responsibility for their pet(s) or for the pets belonging to other family members and/or guests. **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 guest who visits on a regular basis, TENANT must provide WATSON'S with a signed pet agreement for the guest. **All liability shall be with TENANT for their pet or a pet belonging to a family member or guest.**

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, the enclosed Pet Agreement. 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 by WATSON'S.

Type and description of Pet _____

Type and description of Second Pet _____

45. **ZONING:** WATSON'S is currently zoned "R-W" in Chelan County, Washington.

RETURN OF LEASE TO WATSON'S RESORT: Tenant shall return this lease in its entirety to WATSON'S by the date required. Tenant shall make copies of this lease for their own personal record and for posting in units. This lease however may not be used or dispersed to others without the consent of WATSON'S HARVERENE RESORT INC.

**Return complete Lease (signed and dated) to
Watson's Harverene Resort**

Dated this _____ day of _____, 200__

Tenant's Signature

Printed name

Spouse's Name

Printed name

Address

Telephone

City, State & Zip Code

Partners name _____

Address _____

For office use only
WATSON'S HARVERENE RESORT. INC

Authorized signature / _____
Date

