

K&B of BUXTON, LLC  
Cap'n B RV Park  
PO Box 69  
47513 Buxton Back Road  
Buxton, NC 27920  
Telephone: (252) 216-6020

SEASONAL SITE LEASE AGREEMENT

THIS AGREEMENT "hereinafter called Lease" is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between K & B OF BUXTON, LLC "Lessor" and \_\_\_\_\_ "Lessee" (All Lessees "hereinafter referred to collectively as Tenant" are jointly, severally and individually bound by and liable under the terms and conditions of the lease.

For the valuable consideration described below, the sufficiency of which is hereby acknowledged, Lessor and Tenant do hereby covenant, contract and agree as follows:

1. GRANT OF LEASE: Lessor does hereby lease unto Tenant and Tenant does hereby lease from Lessor, solely for the use as a personal vacation lot on which Tenant may set up camper trailer or recreational vehicle (RV) on a permanent basis, excluding all other uses, a certain site of land recognized by management as Lot No. \_\_\_\_ and the use of the common areas only, setting on property located in Dare County, NC, with address of 47513 Buxton Back Road, Buxton, NC 27920. The Tenant understands that there is to be no year-round residents occupying camper trailer/RV on specified lot. This is a seasonal park and is NOT intended NOR does it permit year-round residency.
2. NATURE OF OCCUPANCY: As a special consideration and inducement for granting of the Lease by Lessor to the Tenant, the personal vacation residence described above shall be used and occupied only by the tenant and tenant's family. Tenant understands that there are to be no more than two (2) vehicles on a specified lot at any time. Do not block road or park on any other site without permission. The park's speed limit is 10mph. Please do not go over speed limit for any reason. Guest may not stay longer than 30 days and are your responsibility. All terms of this lease apply to your guest.
3. TERMS OF LEASE: This lease shall be yearly.  
This lease shall begin on \_\_\_\_\_, and continue for a period of one year, ending \_\_\_\_\_.

4. **RENT PAYMENTS:** Tenant agrees to pay rent to Lessor during the term of this lease as follows: One Payment of \$3,600 or (3) three consecutive monthly payments of \$1,200. (Example of Payment Plan: Lease begins January 1<sup>st</sup> - Payment of \$1,200 is due at signing of lease/prior to move in; next payment due February 1<sup>st</sup>; third and final payment due March 1<sup>st</sup>.) Said rental being due and payable on or before the first day of occupancy by Tenant. Tenant agrees that rent shall be paid in lawful money of the US by cash, personal check, money order or cashier's check. Rent payments shall be made payable to K & B of Buxton, LLC and mailed to PO Box 69, Buxton, NC 27920 or dropped in the drop box located at 47271 Dippin Vat Road, Buxton, NC 27920. Drop box is located on the right side of the garage; between garage and house. All notices from Tenant to Lessor under this Lease and applicable NC Law shall be delivered to the above address. Tenant placing rent monies in the mail is not sufficient for rent to be considered paid and rent will be considered unpaid until actual receipt thereof. A charge of 5% per month will be added to the past due rent if not received by the 5<sup>th</sup> day of the month that rent is due.
  
5. **ELECTRIC, TELEPHONE, and CABLE TV SERVICE:** The tenant is responsible for his/her own electric, telephone and cable television service to site. The tenant must contact the local electric utility company, Cape Hatteras Electric Co Op (252) 995-5616, to have electric power in their own name. Telephone and Cable Services are provided by Century Link and Spectrum/Charter Communications.
  
6. **CONSEQUENCES OR BREACH BY TENANT:** If Tenant, by any act or omission, or by the act of omission of any of the Tenant's family or invitees and/or guests violates any of the terms and conditions of the Lease or any other documents made a part hereof by reference or attachment, then Tenant shall be considered in breach of the Lease.

In case of such breach, Lessor may deliver a written notice to the Tenant in breach, specifying the acts and omissions constituting the breach and that the Lease Agreement will terminate upon a date not less than thirty (30) days, the Lease Agreement shall terminate and the Tenant shall remove camper trailer/RV and all possessions and vacate the property of Landlord as per NCGS 42-3.

If the breach by the Tenant is for non-payment of rent, Landlord reserves the right under NC law to serve Tenant with a ten (10) day written notice of termination, whereupon the Tenant must pay the unpaid rent in full or surrender possession of the premises by the expiration of the ten (10) day period.

Furthermore, the Tenant may be terminated with a three (3) day notice if the Tenant has committed a substantial violation of the Lease Agreement or applicable law that materially affects health and safety and the violation is not cured prior to the expiration of the three (3) day notice period. Tenant expressly agrees and understands that upon

Lessor's termination of this Lease, the entire remaining balance of unpaid rent or electric bill for the remaining term of this Lease shall accelerate, whereby the entire sum shall become immediately due, payable and collectible.

7. NOTICE OF INTENT TO SURRENDER: Any other provision of the Lease to the contrary notwithstanding, at least 30 days prior to the normal expiration of the term of the Lease as noted under the heading, Term of Lease Above, Tenant shall give notice to Lessor of Tenant's intentions to surrender the lot at the expiration of the Lease, in full force and effect, unless this Lease is extended or renewed for a specific term written agreement of Lessor and Tenant.

8. OBLIGATIONS AND DUTIES OF TENANT:

The Tenant Shall:

- A. Keep that part of the premises that the Tenant occupies and uses as clean and safe as the conditions of the premises permit and cause no unsafe or unsanitary conditions in the common areas and remainder of the premises that the Tenant uses. It is the responsibility of the Tenant to keep the grounds on specified lot clean at all times. Clean all fish before entering park. No fish cleaning permitted in park.
- B. Dispose of all garbage and other waste in a clean and safe manner. Do NOT pour grease down drains/toilets or flush anything that isn't water soluble. Regular household trash can be disposed of at the dumpsters located at entrance of park; all other unwanted materials such as but not limited to: old bicycles, grills, furniture, decking, etc. can be disposed of at the Buxton Dump located down Transfer Station Rd, Buxton, NC 27920 (on backroad of Buxton across the street from Exxon Gas Station).
- C. Not deliberately or negligently destroy, deface, damage or remove any part of the premises.
- D. **Dogs must be kept on a leash at all times when outside in the park.** Pets must not be left unattended while Tenant is away from specified lot or inside. Pets may not be allowed to walk to another lot or area to relieve themselves. Please pick up after pet at all times and in all areas of the park. Barking or loose dogs will not be permitted and must be kept under control.
- E. Hurricane anchor tie downs are **required** by Dare County and management which must be installed at time of move in of specified lot. Management recommends that camper trailer/RV be skirted within sixty (60) days of occupancy of specified lot. Tenant understands that this is the responsibility of the camper trailer/RV owner.

Hatteras Island is prone to strong gusts throughout the year, tropical storms and hurricanes. It is the Tenant's responsibility to be aware of all major weather systems affecting our area while away from the park and prepare site accordingly and in a timely manner. Once a mandatory evacuation is in order, Tenant will lose access to park until evacuation has lifted.

F. Before you leave:

1. Shut off water valve to your camper.
2. Disconnect hose (Tenant is liable for the water bill if hose is left unattended and breaks. Please call management as soon as an accident occurs to prevent this.)
3. Turn off gas.
4. Remove all perishables from refrigerator and freezer.
5. Store all outside items in your camper or shed.

9. **NO ASSIGNMENT:** Tenant expressly agrees that neither the leased premises nor any portion thereof shall be assigned, transferred or sublet by the Tenant. Tenant understands and agrees that camper trailer/RV occupying specified lot cannot be sold in the park and the rent cannot be refunded nor transferred.

10. **TENANT INSURANCE:** Lessor shall not be liable to Tenant, Tenant's family nor Tenant's invitees and/or guests for damages not proximately caused by Lessor or Lessor's agents. Lessor will not compensate Tenant nor anyone else for damages proximately caused by any other source whatsoever or by Acts of God. Tenant shall purchase insurance to protect Tenant, Tenant's invitees and/or guests and all personal property on the leased premises and/or any common areas from any and all damages. A copy of valid registration and liability insurance must be provided before occupancy.

11. **ALTERATIONS:** Tenant shall NOT make alterations nor improvements to the leased premises without first obtaining the express consent of the Lessor. Build-on additions are not permitted. Storage sheds and/or decks are not to be larger than 100 sq ft and must be **ALL above ground construction.**

12. **ABANDONMENT:** Abandonment shall be defined as the absence of Tenant from the leased premises for any period past the term of lease defined above, while rent or any owing monies remain unpaid: whereupon Tenant will be considered in breach of this Lease. This definition is subordinate to and shall not in any way impair the rights and remedies of the Lessor under this lease or applicable NC law; except that in case of abandonment, Lessor and Lessor's agents may immediately or any time thereafter, enter

and retake the leased premises, as provided by applicable NC law and terminate the lease without notice to the Tenant.

WITNESS THE SIGNATURE OF THE PARTIES TO THIS SEASONAL LEASE AGREEMENT.

LESSOR – K&B OF BUXTON, LLC

_____ Signature	_____ Printed Name	_____ Date
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TENANT

_____ Signature	_____ Printed Name	_____ Date
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_____ Signature	_____ Printed Name	_____ Date
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_____ Signature	_____ Printed Name	_____ Date
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