

LEASE AGREEMENT

THIS AGREEMENT, made as of the date of its execution, is by and between THE INHABITANTS OF THE TOWN OF BRIDGTON, a body corporate and politic located at Three Chase Street, Suite 1, in the Town of Bridgton, in Cumberland County in the State of Maine (hereafter referred to as "Lessor"), _____, whose mailing address is _____ (hereafter referred to as "Lessee").

ARTICLE 1. LEASED PREMISES. Lessor leases to Lessee and Lessee agrees to lease from Lessor those premises consisting of a certain parcel of land known as Lot _____ at the Salmon Point Campground on Long Lake in Bridgton, Maine ("leased premises").

Article 2. Term. This lease shall run for five and one-half (5½) months, commencing on **May 1st through October 15th**. The Town reserves the right to shut down the water system after October 1st if adverse weather conditions cause more than one (1) freeze up in the system.

ARTICLE 3. RENT. Rent for the entire term of this Lease shall be determined and include State tax, and shall be paid in full immediately. Failure to make full payment **on or before May 1st** will result in a **\$50.00** late fee or denial of a site at the option of the Lessor.

ARTICLE 4. USE OF THE LEASED PREMISES. Lessee shall have the exclusive right to use the leased premises. Lessee shall not have the use of the parking lot at Salmon Point Campground, which shall be reserved for non-lessee parking for the waterfront park.

ARTICLE 5. MAINTENANCE OF LEASED PREMISES. Lessor agrees to maintain in good condition the common areas and roadways within Salmon Point Campground.

ARTICLE 6. INSURANCE AND INDEMNITY.

(A.) Lessor shall, during the term hereof, keep in full force and effect a policy of public liability insurance with respect to the ownership of the Salmon Point Campground.

(B.) Lessee shall be solely responsible for providing insurance for Lessee's personal property kept on the leased premises and for the Lessee's personal liability.

ARTICLE 7. ASSIGNMENT AND SUBLETTING. Lessee may not assign or sublet its rights hereunder. Only one person may have their name on the Lease Agreement and it is only that name that will appear on the internal site list.

ARTICLE 8. RULES AND REGULATIONS. Lessor reserves the right to adopt and enforce general rules and regulations with respect to Salmon Point Campground and the leased premises. Lessee agrees to observe and abide by these rules and regulations.

ARTICLE 9. DEFAULT OF THE TENANT. In the event of the failure of the Lessee to pay any rental due hereunder, or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by the Lessee, then the Lessor in addition to any other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the leased premises. Such property may be removed and stored at the cost of and for the account of the Lessee, following thirty (30) days written notice.

Following a written warning, Lessor reserves the right, at its sole discretion, to terminate this lease upon thirty (30) days written notice, if in the sole discretion of the Lessor any of Lessee's activities constitute a nuisance or a violation of the general rules and regulations. If the lease is terminated pursuant to this subparagraph, Lessee shall not be entitled to any refund of rent for any remaining portion of the original term of the Lease.

ARTICLE 10. ACCESS OF LESSOR. Lessor shall have reasonable access to the leased premises for the purpose of examining the same.

ARTICLE 11. OFF-SEASON STORAGE. If Lessee desires to store his/her camping equipment on the leased premises **after October 15th**, Lessee shall sign an Agreement, supplied by the Lessor, to that effect. That Agreement shall state, among other things, that Lessee's property or the property of another by permission of the Lessee will be stored on the premises at the **LESSEE'S RISK**. For the purposes of this Agreement, the presence of property belonging to other than the Lessee that is on the leased site shall constitute the presumption of the Lessee's permission.

ARTICLE 12. STORAGE AND REMOVAL OF ACCESSORY STRUCTURES. The Lessee agrees to remove all accessory structures except as defined the Rules and Regulations by the end of the season or at the time the Lessee chooses not to return before the end of the season, whichever occurs first. Accessory structures in existence as of May 1, 2012 are not required to be removed unless the Lessee has decided not to return in the ensuing season.

Failure to remove the accessory structures by the Lessee shall constitute a violation of this Agreement and the Lessee agrees to reimburse the Town for any and all costs associated with the removal and possible disposal of the structures.

Structures shall be properly and safely stored by the Lessee to assure that they will not create hazards including objects that may float during any flooding period. Damages directly related to the Lessor's property caused by the Lessee's failure to properly secure the accessory structures shall require all expenses incurred by the Lessor to be reimbursed by the Lessee.

ARTICLE 13. VALUATION OF ACCESSORY STRUCTURES. Annually the Town shall invoice each Lessee for the value of any and all accessory structures on the leased site using the current tax rate. The amount due will appear on the invoice for the renewal of the Lease Agreement.

ARTICLE 14. WAIVER. The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a continuing waiver of such term, covenant or condition or any subsequent breach of the same, or any other term, covenant or condition herein contained.

ARTICLE 15. SEVERANCE. Should any term or provision of the Lease, or any portion thereof be determined to be invalid or unenforceable under law, such determination shall not affect the validity or enforceability of the remaining terms and provisions herein.

ARTICLE 16. LESSOR AND LESSEE DEFINED, USE OF PRONOUN. The words "Lessor" and "Lessee" shall be deemed and taken to mean each and every person or party mentioned as Lessor or Lessee herein, be the same one or more; if there be more than one Lessee any notice required or permitted by the terms of this Lease may be given by or to anyone thereof and shall have the same force and effect as if given by or to all thereof.

ARTICLE 17. HEIRS AND ASSIGNS. The covenants, agreements and conditions herein contained shall, subject to the provisions of the Lease, be binding to the Lessee and shall benefit solely the Town as Lessor. Assignees or heirs of the Lessee shall remain responsible for the costs of violations and remedies as indicated in this Agreement to the extent as provided by law with no benefits to inure to the heirs relative to the continued leasing of the site except as provided by Town policy.

IN WITNESS WHEREOF, Lessor and Lessee have signed and sealed this Lease as of the latest date written below.

LESSEE (ONE NAME ONLY) DATE WITNESS

LESSOR: THE INHABITANTS OF THE TOWN OF BRIDGTON

BY: ROBERT A. PEABODY, Jr, DATE WITNESS
TOWN MANAGER