

AUGUSTA SAILING CLUB, INC.

UNIFORM COTTAGE AND CAMPER LEASE AGREEMENT

COMMITTEE NOTES: In the drafting of this Lease Agreement, the committee has attempted to maintain the "status quo" to the greatest extent possible. It is the Committee's opinion that the relationship that has evolved between camper and cottage site users and the club has contributed to the financial well being of the club while also permitting members to maximize their enjoyment and use of club facilities and activities.

THIS AGREEMENT is made this _____ day of ____ 2010 between the AUGUSTA SAILING CLUB, INC. , a Georgia Corporation, hereinafter called "the club" and _____

WITNESSETH

- 1) GRANT – The Club, for and in consideration of the rents, covenants, and stipulations hereinafter mentioned, hereby leases and rents to the Tenant and the Tenant hereby leases and rents from the club the following described premises subject to the terms and restrictions hereinafter provided:
 - (a) That certain tract or parcel of land known and designated as (cottage/camper) site No. _____ as shown on the attached plat, known as the Camper-Cottage Site Master Plat of the AUGUSTA SAILING CLUB, INC., a copy of which plat is attached hereto and incorporated herein by this reference. The parties hereto agree and acknowledge that all property lines indicated are approximate and subject to modification during the term of this lease by the Club as hereinafter provided.
- 2) PROPERTY LINE – The leased premises have been described by reference to the Camper-Cottage Site Master Plat of the AUGUSTA SAILING CLUB, INC. The parties to this Lease Agreement specifically acknowledge that the Club may, at any time and without notice to the Tenant, "alter, revise, amend, change, modify, move, shift or relocate" any property lines indicated on the Camper-Cottage Site Master plat and that unless the Club otherwise establishes and effective date for such modification, such modification shall be effective immediately upon adoption by the Club. The Tenant shall not erect any fences or other artificial boundaries between the leased premises and other club property. Notwithstanding the foregoing provision, the Club shall not be authorized to make any property line modification which substantially or significantly impairs the ability of the Tenant to use the Lease Premises for the purpose intended under this Lease Agreement.

[COMMITTEE NOTES: The purpose of the provision is to:

 - (a) Avert disputes over property lines between neighboring Tenants or between the Tenants and the Club
 - (b) Eliminate the necessity and expense of surveys
 - (c) Allow the Club to retain dominion over the areas which geographically may be part of the leased premises but which may be needed by the Club for some legitimate purpose.]

3) TERM –

- (a) The initial term of this lease shall be as follows: The Lease Agreement shall commence on the date of execution and shall terminate on the 30th of June, 1998, unless renewed or sooner terminated as hereinafter provided.
- (b) The nominal term of any renewal of this Lease Agreement shall be for a period of (5) years commencing on the 1st day of July of the renewal year and ending on the 30th day of June of the fifth year following the renewal year, unless renewed or sooner terminated as hereinafter provided.

[COMMITTEE NOTES: The Committee recognizes that many members have significant investments in the improvements made to their leased property and feels that the lease agreement should provide for a meaningful term. The Committee proposes a five-year term. In contrast, slip tenants have a ten-year term. The Committee feels that a uniform commencement/termination date will reduce the administrative headaches.]

4) BASE RENT – The base rent shall be that rent duly established from time to time for the Leased Premises by the Board of Governors of the Club, and such rent shall be in the Club may determine appropriate.

[COMMITTEE NOTES: This base rent provision preserves the right of the Board to increase or decrease the monthly rents and to decide the frequency of payments.]

5) ADDITIONAL RENTS –

- (a) In addition to the base rent, the Tenant shall be liable to the Club for such expenses the Club may incur relative to the Leased Premises or the use of the Leased Premises. Such expenses shall include (but not limited to) any property taxes paid by the Club assessed on the value of the Tenant's improvements; and the cost of providing water, electrical, or other utility services to the Leased Premises. The Tenant shall only be liable to pay as additional rents that expense actually incurred by the Club relative to the Leased property.
- (b) The Club shall also be authorized to assess as additional rents a sum to be held by the Club in an escrow reserve to provide for future expenses relative to the leased premises. In the event such an escrow reserve is established, the Club shall maintain separate accountings for such fund and such fund shall be used solely for the benefit of the leased premises. The Club shall not be required to maintain a separate account or otherwise physically segregate such funds from other funds held by the Club nor shall the Tenant have any property interest in any part of such escrow reserve.
- (c) Notwithstanding the foregoing, should the exact amount of an expense incurred by the Club relative to the Leased Premises not be readily determinable, the Club may adopt a fair and equitable system for allocating such expense to the Leased Premises and Tenant shall be liable for the payment of such expense as allocated as additional rents notwithstanding the inability of the Club to determine the actual amount of such expense.

[COMMITTEE NOTE: Again, the objective of this provision is to preserve the “status quo” which involves a direct pass-through of property taxes to cottage owners and allows the Club to continue to use the existing point system for allocating the cost of electrical service among the campers. “Additional Rents’ also includes a provision for an escrow reserve which would be helpful were the Club to ultimately be required to provide a waste water system on the East Point.]

6) USE –

- (a) **GENERALLY** – The Tenant’s improvements to the Leased Premises may be used as a vacation or second residence only. The Tenant shall not use the Leased Premises as the Tenant’s principal residence.
- (b) **NUISANCE PROHIBITED** – Tenant’s use of the Leased Premises may not interfere with the peaceful enjoyment of the remainder of the Club property by any other person. The Tenant’s use of the Leased Premises may not constitute a nuisance as defined by the Ordinances of Columbia County, Georgia.
- (c) **USE BY NON-MEMBERS, ETC** – The Tenant shall not permit non-members of the Club to use the Leased Premises except as guests of the Tenant and pursuant to the House and Grounds Rules of the Club.
- (d) **NATURE OF IMPROVEMENTS – COTTAGE SITES** – If the Leased Premises has been designated as a “Cottage Site” by the Club, the Tenant may not erect any exterior improvements that are permanent or semi-permanent in nature without first obtaining the consent of the Club in the manner provided in the House and Grounds Rules of the Club.
- (e) **NATURE OF IMPROVEMENTS – CAMPER SITES** – If the Leased Premises has been designated as “Camper Site” by the Club, the improvements (including, but not limited to, camper trailer dimensions and size of decks) for the particular site must conform to the restrictions contained in the House and Grounds Rules of the Club at the time of the execution of this Agreement. The Tenant may not erect any improvements which are permanent in nature. The Tenant may not erect any semi-permanent improvements without first obtaining the consent of the Club in the manner provided in the House and Grounds Rules of the Club.

[COMMITTEE NOTES: The Committee is opposed to any member using his camper or cottage as a permanent home. The reason should be fairly obvious – should circumstances ever necessitate the suspension or expulsion of the member, the Club could face the added complications (both legal and moral) attendant evicting a person from his home. On the issue of improvements, the Committee feels that the Lease Agreement should assure that the Club always is informed of any changes in structures at the Club. The terms “Permanent” and “Semi-Permanent” are not defined in the Lease Agreement and the matter of definition is deferred to the House and Grounds Rules. In this matter, the definitions may be amended as necessary to reflect new concerns of the Club. The Committee also feels that approval for improvements should not be unreasonably withheld and that the

Club's House and Grounds Rules reflect that view. Incorporating the House and Grounds Rules also incorporates the standards for architectural review of any improvements.]

- 7) INCORPORATION OF THE CLUB'S HOUSE AND GROUND RULES – The Tenant at all times shall abide by the House and Ground Rules of the Club, including such provisions as may be from time to time added or amended, such rules being incorporated herein and made part hereof by this reference. However, should there be any conflict between any House and Grounds Rule and express provision of this Lease Agreement, the terms of this Lease Agreement shall control.

[COMMITTEE NOTES: Incorporating the House and Ground's Rules gives the Board flexibility and extensive control. The Board should be careful that its actions regarding the Camper and Cottage Sites are consistent with the policy and provisions of the leases. This approach also allows the Board to establish and modify as needed the rules regarding use of club property and the method of oversight (i.e., the East Point Mayor)]

- 8) LIMITATION ON USE UPON TERMINATION OR SUSPENSION OF MEMBERSHIP -

- (a) Use of and access to Leased Premises – This Lease Agreement does not grant the Tenant any right to use or come onto any property owned or leased by the club (including the Leased Premises) if the Tenant's membership privileges in the Augusta Sailing Club, Inc., have been terminated or suspended. The Tenant acknowledges that at such time as the Tenant's membership in the Augusta Sailing Club, Inc., terminates or at such time the Tenant may be suspended from membership as provided in the House and Grounds Rules of the Club, the Tenant shall have no right to use the facilities of the Augusta Sailing Club, Inc., including the Leased Premises, notwithstanding the Tenant's payment of the rents due hereunder.
- (b) TENANT'S CONTINUED LIABILITY FOR RENTS – Upon suspension of membership, the Tenant shall continue to be responsible for the payment of the Base Rent and Additional Rents as provided in Paragraph 4 and 5 hereof notwithstanding the fact that Tenant shall no longer have the right to enter upon the Club's property.
- (c) ACCESS IN EMERGENCIES LIMITATION ON CLUB'S LIABILITY – Should emergency require that a Tenant whose membership has been suspended come on the Club property, the Tenant shall enter upon the Club property, including the Leased Premises only as provided in the Club's House and Grounds Rules. In no event shall the Club be liable for any loss or damage to Tenant's property resulting in whole or in-part from the denial of Tenant access to Tenant's improvements when such denial is due to Tenant's membership having been suspended or terminated.
- (d) TENANT'S COVENANT TO DIVEST HIMSELF OF IMPROVEMENTS TO LEASED PREMISES AT CAMPER SITES – If the Leased Premises have been designated a "Camper Site," upon termination of membership, within a reasonable period of time thereafter (as defined in subparagraph "If"), the Tenant shall remove his property from the Leased Premises, unless such Leased Premises and the improvements thereon have been transferred to the Club or to a member in good standing (subject to the Club's first option as provided in Paragraph 9 of this Lease Agreement) and the Club notified in

writing of such transfer. Should Tenant fail to remove or transfer his improvements as herein agreed, Tenant agrees that upon the expiration of such reasonable period of time, such improvements shall become the property of the Augusta Sailing Club, Inc. and Tenant expressly appoints the then Commodore of the Augusta Sailing Club, Inc. as his attorney-in-fact as provided in subparagraph (g) hereof.

- (e) **TENANT'S COVENANT TO DIVEST HIMSELF OF IMPROVEMENTS TO LEASED PREMISES OF COTTAGE SITES** – If the Leased Premises have been designated a “Cottage Site” upon termination of membership, within a reasonable period of time thereafter, the Tenant shall either (1) transfer, sell, or convey the Leased Premises and the improvements thereon to the Club or a member in good standing (subject to the Club’s first option as provided in Paragraph 9 of this Lease Agreement) and notify the Club in writing of such transfer; or (2) remove the improvements from the Leased Premises restoring the Leased Premises to as natural a state as reasonably possible. Should Tenant fail to remove or transfer his improvements as herein agreed, Tenant agrees that upon the expiration of such reasonable period of time. Such improvements shall become the property of the Augusta Sailing Club, Inc. and Tenant expressly appoints the then Commodore of the Augusta Sailing Club, Inc as his attorney-in-fact as provided in subparagraph (g) hereof.
- (f) **REASONALBE TIME, DEFINED** – For the purposes of this paragraph 8 of this Lease Agreement, including all subparagraphs thereof, the term “reasonable time” shall be deemed not to exceed six (6) months from the date of the termination of membership in the case of camper sites, or twelve (12) months from the date of the termination of membership in the case of cottage sites, unless such termination was due to the death or disability of the member, in which case “reasonable time” shall be deemed to not exceed two (2) years.
- (g) **TENANT'S INTENT TO TRANSFER “ABANDONED PROPERTY” TO CLUB** –
- (a) The Tenant acknowledges that under the foregoing provisions, upon Tenant’s suspension or the termination of Tenant’s membership in the Club, the Tenant has a duty to remove or transfer property belonging to the Tenant located on the premises.
 - (b) The Tenant expressly hereby agrees that upon such suspension or termination of Tenant’s membership, or upon termination of this lease as provided in Paragraph 15 of this Agreement, any property belonging to the Tenant which has not been removed or conveyed by him pursuant to this Agreement shall be deemed “abandoned property.”
 - (c) Tenant expressly affirms that it is Tenant’s intention that legal title in and to any such “abandoned property” shall vest in the Augusta Sailing Club, Inc.
 - (d) Tenant further acknowledges that prior to the Club acting to dispose of property deemed “abandoned property” pursuant to this Agreement, the Club shall mail notice of such action to Tenant not fewer than thirty (30) days prior to any disposition of such property, by certified mail addressed to Tenant’s address as shown on the membership billing records of the

Augusta Sailing Club, Inc., or to such other address as the Tenant may direct in writing sent to the Club Secretary.

- (e) Tenant agrees that the Club may dispose of such property any time after thirty (30) days from the date of the mailing of the notice. Prior to such time, Tenant shall have the right to remove or convey such property as otherwise provided in this Paragraph 8. After such time. Title to said property shall vest in the Augusta Sailing Club, Inc.
- (f) Should title to “abandoned property” vest in the Club, the Tenant appoints the then Commodore of the Augusta Sailing Club, Inc., as Tenant’s attorney-in-fact (Tenant’s agent) to act for on behalf of Tenant and in Tenant’s name and stead, to convey to the Augusta Sailing Club, Inc. or to any purchaser or other transferee all of Tenant’s right, title and interest in and to the improvements to the Leased Premises. Tenant shall be entitled to no further notice and shall not be entitled to any of the proceeds from a sale, should one occur, it being the Tenant’s intention that the value of such property shall be a gift to the Club. However, to the extent that the Tenant shall have outstanding indebtedness owed to the Club for any reason, the Club shall credit Tenant’s account to the extent of such indebtedness an amount not to exceed the fair market value of such property.

[COMMITTEE NOTES: The foregoing scheme adopts a new approach to the old problem of what to do if the member simply refuses to do what the Lease Agreement and Club Rules require to do. As a condition of the lease, the Tenant agrees that it is his intent to transfer to the Club any property which he fails to remove as required by the Lease Agreement. The lease provided that before the property can be transferred to the Club, the Club will have to mail the Tenant notice by certified mail and the Tenant will have one last 30 day period to remove or dispose of the property. If the Tenant fails to remove or dispose of the property, the Commodore can then act on behalf of the Tenant to transfer the tenant’s interest in the “abandoned property” to the Club. The provision provides that if the Tenant owes the Club money, the Tenant will receive credit against his indebtedness to the Club to the extent of the value of the property. With the respect to timing, the committee has adopted six months for camper sites, twelve months for cottage sites and two years in the event the member’s death as a reasonable time in which to dispose of the property.]

9) ASSIGNMENT, TRANSFER AND SUBLETTING –

- (a) Except as specifically provided in this paragraph, the Club shall have the “first option” for the purchase of the Tenant’s improvements to the Leased Premises should the Tenant desire to sell, assign, convey, give or otherwise transfer Tenant’s interest under this Lease Agreement to any third party.

- (b) The Tenant shall advise the Club in writing of his intent to transfer or assign his improvements and this Lease Agreement and shall indicate to the Club Tenant's "asking price" whereupon the Club shall have from the date of receipt of such notice the longer of (1) two weeks or (2) the next regularly scheduled monthly meeting of the Club's Board of Governors to tender to Tenant the "tentative" sales price of the Tenant's improvements. The sales price shall be reflective of the fair market value of the improvements alone, exclusive of the value of this Lease Agreement or the value of the Leased Premises. The "tentative" sales price shall be the fair market value of the improvements as established by the office of the Tax Assessor of Columbia County or the "asking price", whichever is the lower.
- (c) Should the Tenant not agree that the "tentative" sales price accurately reflects the fair market value of the Tenant's improvements; the Tenant shall advise the Club in writing whereupon each party shall select one appraiser who is not a member of nor affiliated with the Club and the mutual decision of the appraisers shall be the "appraised value". Each party shall pay the expense of their own appraiser. Should the two appraisers not agree, then the appraiser shall themselves select a third appraiser and the agreement of any two of them shall be the "appraised value". The cost of the third appraiser shall be divided between the parties. The higher of the "appraised value" or the "tentative value" shall be the sales price.
- (d) The Club may advise the Tenant in writing at any time during this sixty (60) day period of its decision to not exercise its option hereunder whereupon the Tenant shall have the right to transfer or assign his interest to any member in good standing of the Augusta Sailing Club, Inc., for such value as the Tenant and such third party may agree.
- (e) Any assignee, purchaser, donee or other successor to the Tenant's interest herein shall in all respects be bound by all the terms and provisions of this lease, including the Club's "first option" in the event of any subsequent sale, assignment or other transfer of this lease or the leased premises.
- (f) In the following situations, the Club shall not have a "first option" in the event of transfer:
 - (1) When the transfer is in the nature of a "swap" or exchange between Tenant and another Tenant under another of the Club's Uniform Cottage and Camper Lease Agreements;
 - (2) When the transfer is in substance a subletting of the lease premises to another member of the Augusta Sailing Club, Inc., and the Tenant is remaining a member of the Augusta Sailing Club, Inc. ; and
 - (3) When the transfer is in fact a gift or bequest to a member of the Tenant's immediate family who is also a member of Augusta Sailing Club, Inc.
- (g) Tenant agrees that this lease may only be transferred or assigned to a party who is a member in good standing of the Augusta Sailing Club, Inc. Any other transfer shall be a breach of the Lease Agreement and shall terminate this Lease Agreement immediately.

(h) In all cases, Tenant shall advise the Club of the name and address of transferee.

[COMMITTEE NOTES: This provision gives the Club the option to acquire cottages and campers as they become available should the Club desire to do so. The selling price to the Club is established as the fair market value of the improvements only. The Club must tender the tax appraised value or the asking price, whichever is lower. If the Tenant feels that the value of the improvements is higher, then the provision establishes a method for resolving the dispute and the Club pays the higher of the tax value or the value determined by independent appraisers. If the Club does not exercise its option, the Tenant is free to sell to any member at whatever price they may agree. The committee feels that the values will be kept realistic by the mere fact that the Club has in most cases this first option. The Club does not have a first option in three situations similar to those exceptions in the slip leases.]

- 10) INSURANCE / RISK OF LOSS – The Tenant shall maintain at his own cost and expense insurance in the amount adequate to cover cost or replacement of the Tenant’s improvements and other property located on the Leased Premises in the event of any loss. The Club shall not be liable for loss of the Tenant’s property due to fire, theft, storm, act of God, or casualty, whether due to the negligence of the Club or otherwise. The Club is not obligated to procure insurance insuring the Tenant’s property from the risk of loss from any hazard whatsoever. The Tenant specifically acknowledges that he has agreed herein that the Club shall not be held liable for any damages to the Tenant’s property, whether such damage is caused by negligence of the Club or any other party. The Tenant acknowledges that he agrees to hold the Club harmless from any claims of any persons (including the Tenant) for any loss or damage to any person or property arising from the use of the Leased Premises.
- 11) HOLD HARMLESS – Tenant agrees to indemnify and save harmless the Club against all claims for damages to persons or property by reason of the use or occupancy of the Leased Premises by the Tenant, and all expenses incurred by the Club because thereof, including attorney’s fees and court costs.
- 12) DESTRUCTION OF PREMISES – if the improvements to the Leased Premises is totally destroyed by fire, theft, storm, act of God, or other casualty, this lease may terminate (at the election of the Tenant) as of the date of such destruction and the rental fee shall be accounted for between the Club and Tenant as of that date. Any substantial repairs or rebuilding of damaged or destroyed improvements beyond the “footprint” of the original structure, or any substantial repairs or rebuilding that significantly deviates from the exterior appearance of the original structure shall be considered a new improvement to the property and subject to the Club’s right to approve such improvements as provided in Paragraph 6 of this Lease Agreement. [Should an improvement be substantially destroyed, the Tenant has a right within certain limitations to repair or replace the improvements.]
- 13) CONDITION ON TERMINATION – Tenant agrees to return the Leased Premises to the Club at the expiration, or upon prior termination, of this lease in good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, or other casualty excepted.

14) COMPLIANCE WITH GOVERNMENT AUTHORITY – Tenant agrees at his own expense, to promptly comply with all requirements of any legally constituted authority whether made necessary by reason of the Tenant’s occupancy of the Leased Premises or otherwise. The Club also agrees to promptly comply with all such requirements, except those made necessary by the Tenant’s occupancy. It is mutually agreed, however, that if in order to comply with such requirements, the cost to the Club or Tenant, as the case may be, shall exceed a sum equal to one year’s base rent, then the Club or Tenant who is obligated to comply with such requirement is privileged to terminate this lease by giving written notice of termination to the other party, which notice of termination shall before termination becomes effective, pay to party giving notice all cost of compliance in excess of one year’s rent, or secure payment of said sum in manner satisfactory to party giving notice.

[COMMITTEE NOTES: This is standard type provision addressing the issue of complying with governmental (including corps of Engineers and Columbia County) regulations.]

15) DEFAULT AND EXPIRATION –

- (a) In the event that this Lease Agreement shall expire, or if the Tenant shall default in the payment of rent, including additional rents, when due, and fails to cure said default within fifteen (15) days after written notice thereof from the Club; or if Tenant shall be in default in performing any terms or provisions of this Lease Agreement other than the provision requiring payment of rent, and fails to cure such default within thirty (30) days after written notice of default from the Club; then and in any such events, the Club at its option may at once, or within six (6) months thereafter (but only during continuation of such default or condition) terminate this lease by written notice to Tenant; whereupon this lease shall end and Tenant shall be required to remove or divest himself of his interest in the improvements to the Leased Premises.
- (b) **TENANT’S COVENANT TO DIVEST HIMSELF OF IMPROVEMENTS ON TERMINATION AND EXPIRATION OF CAMPER SITES** – If the Leased Premises have been designed a “Camper Site,” upon termination of this Lease Agreement, within a sixty (60) days of such termination, the Tenant shall remove his property from the Leased Premises, unless such Leased Premises and the improvements thereon have been transferred to the Club or to a member in good standing (subject to the Club’s first option as provided in Paragraph 9 of this Lease Agreement) and the Club notified in writing of such transfer. Should Tenant fail to remove or transfer his improvements as herein agreed, Tenant agrees that upon the expiration of sixty (60) days such improvements shall be deemed “abandoned property” as defined in Paragraph 8 (g) and such property shall be disposed of in accordance with that provision.
- (c) **TENANT’S COVENANT TO DIVEST HIMSELF OF IMPROVEMENTS ON TERMINATION AND EXPIRATION OF COTTAGE SITES** – If the Leased Premises have been designated a “Cottage Site,” upon termination of this Lease Agreement, within six (6) months of such termination, the Tenant shall either (1) transfer, sell, or convey the Leased Premises and the improvements thereon to the Club or a member in good standing (subject to the Club’s first option as provided in Paragraph 9 of this Lease

Agreement) and notify the Club in writing of such transfer; or (2) remove the improvements from the Leased Premises restoring the Leased Premises to as natural a state as reasonably possible. Should Tenant fail to remove or transfer his improvements as herein agreed, Tenant agrees that upon the expiration of six (6) months, such improvements shall be deemed “abandoned property” as defined in Paragraph 8 (g) and such property shall be disposed of in accordance with that provision.

[COMMITTEE NOTES: This paragraph deals with default and expiration or termination of the lease for reasons other than death of the member or termination of membership. The remedies of the Club are similar, the most significance difference being a greatly reduced grace period to dispose of the property.

16) RENEWAL OF LEASE AGREEMENT ON EXPIRATION OR TERM – Upon the expiration of this Lease Agreement or the expiration of any renewal of this Lease Agreement, providing the Tenant is in compliance with all the terms of this Lease Agreement, and further providing that the Tenant has not indicated to the Club his intention to terminate this Lease Agreement, this Lease Agreement shall be automatically renewed for an additional five-year term upon the same terms and conditions as herein provided. There shall be no necessity of notice by either party with respect to this renewal.

[COMMITTEE NOTES: This provision also reflects the status quo in which camper and cottage site leases renew automatically. This Lease Agreement, however, defines the term as being five years, albeit automatically renewable for an additional five year terms. The advantage is that the Lease Agreement helps to bar any clam that an estate has been created in the Tenant.]

17) UTILITIES –

- (a) The Club shall furnish electricity to Camper Sites, said expense to be included in the monthly additional rent as hereinbefore provided. Tenant agrees that should his electrical demand be deemed excessive by the club, the Tenant shall, if requested by the Club, at the Tenant’s expense have a separate meter installed and pay the Club for electricity consumed at the rate charged the Club by Georgia Power Company. In the alternative, the Club may assess a surcharge for such power consumed.
- (b) The Club shall provide fresh water to the Camper sites during the mild weather months.
- (c) The Club shall provide fresh water to the Cabin sites year round.
- (d) Tenant agrees that the Club shall not be held responsible for any damages to the Tenant’s property resulting from interruption to utility services, whether due to the Club’s negligence or otherwise.

18) RELATIONSHIPS BETWEEN THE CLUB AND TENANT – This Lease Agreement shall create the relationship of landlord and tenant between the parties hereto; no estate shall pass out of the Club.

- 19) ATTORNEY'S FEES – If any rents owing under this Lease Agreement is collected by or through an attorney at law, Tenant agrees to pay ten percent (10%) thereof as attorney's fees. If any other provision of this lease is enforced through an attorney at law, the Tenant agrees to pay the Club's reasonable attorney's fees.
- 20) PARTIES RIGHTS TO BE CUMULATIVE – All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative and not restrictive to those given by law.
- 21) WAIVER – No failure of the Club to exercise any powers given the Club hereunder, or to insist upon strict compliance by Tenant with regard to his obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of the Club's right to demand exact compliance with the terms hereof. Time is of essence of this agreement.
- 22) REQUIREMENT OF MEMBERSHIP IN THE AUGUSTA SAILING CLUB, INC. – This Lease Agreement may only be entered into between the Club and active members in good standing of the Augusta Sailing Club, Inc. The parties hereto acknowledge that this agreement shall be null and void and without legal affect unless on the date of this agreement the Tenant is an active member in good standing of the Augusta Sailing Club, Inc.
- 23) DEFINITIONS – "Tenants" shall include the original party, his heirs and representatives, and if this lease shall be validly assigned or sublet, shall include also Tenant's assignees or subleases, as to the premises covered by such assignment or sublease.
- 24) SPECIAL STIPULATIONS – In so far as the following stipulations conflict with any of the foregoing provisions, the following shall control:
- 25) NOTICES – Any notice required to be given the parties under this agreement shall be effective upon mailing to the following addresses or the such other address as the parties may designate in writing:

As to the Club:

Augusta Sailing Club, Inc.
P.O. Box 992
Evans, GA 30809

As to the Tenant:

IN WITNESS WHEREOF the parties hereto have affixed their hands and set their seals this year and day first above written

Tenant: _____ L.S.

THE AUGUSTA SAILING CLUB, INC (SEAL) BY: _____ L.S.

It's Commodore: _____ L.S.

Attest: _____

It's Secretary: _____ L.S.