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**LINOMA LIGHTHOUSE, LLC  
LINOMA BEACH SEASONAL LEASE**

THIS AGREEMENT, made March 31, 2017, by and between **LINOMA LIGHTHOUSE, LLC**, hereinafter called the "Lessor" and **ALL TENANTS OF LINOMA BEACH RV PARK**, hereinafter called the "Lessee".

1. **LEASED PREMISES.** Lessor, in consideration of the covenants of the said lease hereinafter set forth does by these presence lease to the said Lessee, a recreational parking space known as **LOT \_\_\_\_\_**, Linoma Beach, Gretna, Sarpy County, Nebraska.

2. **LEASE TERM.** The lease term shall be for the 2017 resort season, which extends for a period of one-hundred eighty, (180), days, commencing on the **13<sup>th</sup> day of April, 2017**, (move in date), and ending on the **11<sup>th</sup> day of October, 2017**, (move out date). Any extension of this lease terms shall be made only as agreed upon by the parties. Lessee has the responsibility to remove property at Lessor's request during construction, or any other unforeseen circumstances.

3. **RENT.** In consideration of the leasing of said Lot, Lessee hereby agrees to pay Lessor as rent for the Lot the sum of:

**LAKE LOT:** One Thousand Seven Hundred and Fifty Dollars (\$1,750.00)  
**PLUS** Ninety-Six Dollars and Twenty-Five Cents (\$96.25) Tax;  
**TOTAL: One Thousand Eight Hundred and Forty-Six Dollars and Twenty-Five Cents, \$1,846.25. DEPOSIT PAID \$263.75.**

**RIVER LOT:** One Thousand Six Hundred and Fifty Dollars (\$1,650.00)  
**PLUS** Ninety Dollars and Seventy-Five Cents (\$90.75) Tax;  
**TOTAL: One Thousand Seven Hundred and Forty Dollars and Seventy-Five Cents, \$1,740.75. DEPOSIT PAID \$263.75.**

**INSIDE AND ROAD LOTS:** One Thousand Five Hundred and Fifty Dollars (\$1,550.00) **PLUS** Eighty-Five Dollars and Twenty-Five Cents (\$85.25) Tax;  
**TOTAL: One Thousand Six Hundred and Thirty-Five Dollars and Twenty-Five Cents, \$1,635.25. DEPOSIT PAID \$263.75.**

Rent is due and payable by March 31, 2017. A late fee of One Hundred Dollars (\$100.00) shall be effective April 1, 2017. If Lessee has not paid rent by **April 10, 2017**, Lessee's lease is terminated.

Under no circumstances shall Lessee move any property onto Lessor's land prior to payment in full of said rent.

4. **ADDITIONAL FEES.**

**Tenants Association Fee.** All Tenants are required to be a member of the Linoma Tenants Association. Lessee agrees to pay a fee of Ten Dollars (\$10.00) to the Association for association dues for the 2017 season. Said payment shall be made to Lessor who will then transfer it to the Linoma Tenants Association.

**Golf Cart/Boat Fee.** Lessee is required to have a current association sticker on all motorized boats and golf carts. Lessee shall pay a fee of Ten Dollars (\$10.00) to the Association for each golf cart and boat that Lessee has on the premises. Said fee shall be paid directly to the Linoma Tenants Association. Lessee shall receive a sticker for said fee and have the sticker shown on the golf cart and boat at all times. Any boat or golf cart without a sticker shall be removed immediately from the premises. **Lessee also agrees to place lot numbers on all boats, trailers and golf carts. Numbers shall be 3 inch reflective numbers. ALL STICKERS AND NUMBERS SHALL BE DISPLAYED PRIOR TO MEMORIAL DAY. A \$25.00 ADDITIONAL FEE SHALL BE ASSESSED FOR ANY VEHICLE, TRAILER OR BOAT NOT DISPLAYING STICKERS AND NUMBERS AFTER MEMORIAL DAY.**

**Key Fee.** Lessee shall also pay a refundable fee of Fifty Dollars (\$50.00) and receive two (2) gate fobs. **If said fobs are returned prior to October 31<sup>st</sup> of the final year of Lessee's tenancy,** said deposit shall be returned in full to Lessee. If Lessee fails to return the keys prior to October 31<sup>st</sup>, Lessee forfeits the deposit. A nonrefundable fee of Fifty Dollars (\$50.00) will be charged for the replacement or loss of any key.

**Personal Property Fee.** Lessee understands and acknowledges that a late fee of Fifty Dollars (\$50.00) per day will be due and payable to Lessor for each day Lessee, Lessee's camper and personal property (including grills, patio table/chairs, fencing/stairs, firewood/scrap wood/lumber, paddle boats, swings, planters, etc.) and the like remain on Lessor's property after the October 11, 2017, move out date. Anything allowed to remain on the property (such as patios or decks) must be tied down with ground anchors and/or ratchet straps, or be removed by Lessee. Any item which is not appropriately tied down with ground anchors and/or ratchet straps or removed after the move out date, will be removed by Lessor. Any lot that Lessor has to remove property from will be charged a fee in the sum of One Hundred Dollars (\$100.00). **LESSEE AGREES THAT ANY ITEM REMAINING ON LESSEE'S LOT AND NOT TIED DOWN CORRECTLY, MAY BE REMOVED BY LESSOR. IF LESSEE HAS QUESTIONS REGARDING THE SUFFICIENCY OF THEIR TIE DOWNS, THEY SHOULD CONTACT KATHRYN AT 402-521-1145.**

5. LESSEE'S ACCEPTANCE OF PROPERTY. At the commencement of the Lease term, Lessee shall accept the leased premises in its existing condition. No representations, statements, warranties, expressed or implied, have been made by or on behalf of the Lessor as to such condition, or as to the use that may be made of such property. In no event shall the Lessor be liable for any defect in said property or for any limitations on its use.

Lessee understands that there may be special events, concerts or other activities conducted on-site or in the vicinity of the subject property which may or may not impact Lessee's daily routine. These events may or may not extend past normal quiet hours. Lessee will be responsible to pay for attending these events and it is understood that under no circumstances is Lessee entitled by this lease to attend for free.

Furthermore, Lessee is responsible for disposal of any and all items on the lot Lessee is leasing. No dumping of wood products, steel items or unreasonable items in dumpsters. Lessees may pile wood products and recyclable steel products next to the dumpsters. Any unreasonable items or amounts shall be disposed of at Lessee's expense. **If Lessee fails to renew their lease by December 1<sup>st</sup>, all items remaining on Lessee's lot will be considered abandoned and will become the property of the Lessor and disposed of or used accordingly. Lessee hereby indemnifies and holds Lessor harmless for any items left on the lot after Lessee's lease has been terminated or not renewed by Lessee.**

6. ALTERATIONS. The Lessee shall not have the right to make any alterations additions, or improvements to the leased Lot unless prior to commencement of any such alterations, additions or improvements, Lessee has received the written consent of the Lessor. Before written consent is granted by Lessor, Lessee shall deliver

to Lessor a complete written plan for such alterations additions or improvements. If consent is given:

- (A) No change or alteration shall impair the structural soundness or diminish the value of the leased property.
- (B) All tree removal on said premises requires written authorization from Lessor after a plan has been received from Lessee.
- (C) All boats, trailers and personal property must be removed or tied down by the move date of each lease year to the satisfaction of Lessor. **Any personal property not tied down after move out date may be disposed of by Lessor at Lessee's expense. This includes fences, grills, refrigerators or any other item.**
- (D) Any and all work performed in connection with an alteration, addition or improvement must be done in a workmanlike manner and shall be in compliance with any building and zoning laws, and/or any other laws, ordinances, orders, rules, regulations and requirements of all federal, state or local municipalities or appropriate departments, commissions, boards and officers thereof.
- (E) Any alteration, addition or improvement made by the Lessee shall become and remain the property of Lessee unless removal of said property would materially damage or impair the leased premises and in such event said property shall become the property of the Lessor. In the event Lessee fails to obtain prior written consent for alterations, additions or improvements, any such articles shall become the property of the Lessor and shall remain on the subject Lot at the end of the Lease season. Failure to obtain prior written consent for any alteration, addition or improvement may result in lease termination.

7. USE OF LEASED PREMISES. The Lessee may use and occupy the leased premises for the purpose of placing a recreational vehicle ("RV") or trailer thereon and all uses associated therewith. The Lessee shall be entitled to recreational use only and shall not use premises for any other purpose without prior written consent of Lessor.

Lessee shall not use, allow, or permit the use of said premises for any unlawful, immoral, or objectionable purposes; nor permit anything to be done which will create a fire hazard or nuisance. If Lessee allows any unlawful, immoral or objectionable situations to arise, Lessee will either be warned by oral communications, e-mail, or by certified letter or be removed from the premises permanently

Lessee shall comply with all applicable laws, regulations and direction of governmental authorities. Lessee shall not permit anything to be done in or on the leased property which will in any way violate any governmental laws or regulations. Lessee shall also comply with all Rules and Regulations set forth by Lessor.

**Lessee may not, under any circumstances, occupy any lot until Lessee's lease Rent is paid in full.**

8. UTILITIES AND SERVICES. Lessor shall not be required to furnish Lessee any utilities or services. Lessee shall be responsible for providing and paying for all gas, electricity, telephone, water, sewer and any other utilities as may be required by Lessee. Lessee shall keep said leased premises free and clear of any lien or encumbrance of any kind whatsoever created by Lessee's act or omission and shall indemnify the Lessor against any liability or damages on such account.

9. TAXES. The Lessor shall be responsible for the real property taxes and assessments upon the leased property, which are assessed during the lease term. Lessee is responsible for any personal property tax on the Lessee's property.

10. INSURANCE.

- (A) During the term, Lessee, at his/her/their own cost and expense, shall provide and keep in force comprehensive general public liability insurance against claims for personal injury, death or property damage occurring on, in or about the demised premises or the adjoining property or passageways, to afford minimum protection during the term of this Lease of no less than single limit coverage in the amount of Five Hundred Thousand Dollars (\$500,000.00).
- (B) All insurance provided by Lessee as required by Lessor shall list the Lessor as the Loss Payee.
- (C) Lessee shall procure policies for such liability insurance and deliver certificates thereof with evidence of payment of premiums thereon to Lessor at the time of entering into the lease. It is the responsibility of the Lessee to insure all insurance documents are on file at Lessor's office prior to entering into a lease.

11. ASSUMPTION OF RISK. Lessor is not responsible for any accidents, injuries or damages to persons or property occurring on Lessor's property to Lessee, Lessee's guests or invitees. Lessee takes the premises as he/she/they find it and assume the risk of all injury, drowning, death and damage to themselves and his/her/their property while using the premises or facilities. This includes, but is not limited to boating, swimming, recreational facilities and equipment. All such activities are inherently dangerous and done at Lessee's own risk. That the use and enjoyment of the lakes and river upon and adjoining the general area of the leased premises shall be at the risk of the Lessee, members of his/her/their family, and guests, and that Lessee shall indemnify and forever hold harmless Lessor for death or injury from swimming or other use of said lakes or damage or loss to personal property arising or resulting from the uses of said premises or waters thereupon or adjoining. Each Lessee is responsible for his/her/their own safety and the safety of his/her/their family, guests and family of guests using Lessor's premises or facilities. Guests using the property are doing so at the invitation of Lessee and not of the Lessor. Each Lessee agrees to have insurance against all medical and liabilities arising from use of the premises and against claims for bodily injury or property damage and further agrees to indemnify and save harmless from all damages, losses, expenses costs and attorney fees incurred by Lessor on account of claims for injuries to persons or property on Lessor's property. **LESSEE ACKNOWLEDGES BY HIS/HER/THEIR SIGNATURE ON THIS LEASE THAT THEY HAVE READ AND UNDERSTAND THIS PROVISION.**

12. INDEMNIFICATION. Lessee covenants to indemnify and save harmless the Lessor against any and all claims arising from the conduct or management of or from any work or thing whatsoever done in or about the demised premises or any personal property or structure thereon or the equipment thereof during said term, or arising during said term from any condition of said premises; or arising from any act or negligence of the Lessee or any of their agents, family, guests, or employees or arising from any accident, injury, or damage whatsoever, however caused, to any person or persons, or to the property of any person, persons, corporations, occurring during said term on, in, or about the leased premises and from and against all costs, attorney fees, expenses and liabilities incurred in or about the leased premises or adjacent thereto on land owned by the Lessor.

13. DUTIES OF LESSEE. The Lessee shall faithfully perform the following duties:

- (A) Place the recreational vehicle ("RV") or trailer only in a location designated by the Lessor and will have exclusive use only of the area physically occupied by the trailer and the lot upon which it sits.
- (B) Use the RV and Recreation Area only during the normal one hundred and eighty (180) day recreational season as set forth by Lessor. If Lessee's RV is moved in prior to the move in date set by Lessor, Lessee will have twenty-four (24) hours to remove it. If it is not removed within twenty-four (24) hours, it will be towed at Lessee's expense and Lessee accepts responsibility for all fees and damages that may arise from this removal. Lessee cannot move RV in prior to the move in date of the lease year. If

Lessee's RV is left on Lessor's property after the move out date as set by Lessor, Lessee will pay a One Hundred Dollar (\$100.00) per day fee until the RV is removed. Failure to remove the RV within three (3) days after move out date will result in the RV being towed at Lessee's expense and Lessee will pay all costs associated with the storage thereafter.

- (C) Comply with State trailer cabin licensing and permit laws.
- (D) Obey the Rules and Regulations of Lessor as amended from time to time, receipt of which is hereby acknowledged. These Rules and Regulations describe the expected behavior regarding conduct, operation of vehicles and boats, use of firearms, harboring of pets and animals, sanitation maintenance, burning and pumping of trash and refuse, conservation of vegetation and wild life, and the health, welfare, comfort and safety of all users of Lessor's property.
- (E) If a lease is not granted to Lessee in any future year, the Lessee, within ten (10) days of move out date, will remove all materials and appurtenances in a level, clean and neatly graded condition. If Lessee fails to remove all materials and items from its Lot within said ten (10) days, the Lessor or any new Lessee shall have the right to dispose of materials and items on the Lot as they deem necessary. The Lessee must also schedule any re-location of the RV with Lessor. A member of the LLC must be present at the time of entrance or exit of the removal of the recreational vehicle.
- (F) Lessee hereby accepts responsibility for all members of his/her/family and guests in compliance with the terms of this lease and current Rules and Regulations. If Lessee's family members or guests fail to conduct themselves in full accordance with the terms of this lease and with the current Rules and Regulations, this Lease may be terminated by Lessor upon notice to Lessee.
- (G) Maintain the occupied and used premises in a clean and safe condition, and upon termination of the residency, place premises in at least as clean a condition, except for ordinary wear and tear, as when the residency commenced.
- (H) Dispose of all wastes, rubbish, garbage and trash in a clean and safe manner and in accordance with all governmental regulations and Rules and Regulations herein.
- (I) Keep all weeds, grass and other vegetation cut and trimmed on the premises. If Lessee fails to do so, the Linoma Tenants Association shall mow grass and Lessee will be billed Thirty Dollars (\$30.00) for their service. Payment for mowing must be received with seven (7) days from notice date or there will be a late penalty of Twenty-Five Dollars (\$25.00) per occurrence.
- (J) Lessee and Lessee's family, friends and guests shall conduct themselves in a manner that will not disturb the peaceful enjoyment of any part of Lessor's property. Lessee is responsible for all persons visiting Lessee's Lot and Lessee will be held accountable for their actions.
- (K) Lessee, Lessee's family and their invitees shall have the right, until the termination hereof, to fish for pleasure, but not for profit, at lawful times and in a lawful manner, in the waters of Lake Linoma.
- (L) Lessee shall not use or permit to be used on the waters in and about said premises a boat powered by a motor of over ninety (90) horsepower without Lessors' express consent. **Lake Linoma is a no wake lake at all times.** All boats shall be insured and Lessee shall furnish a copy of the current insurance on said boat for the entire term of this lease. All boats shall also have a current Linoma sticker and lot numbers to be used in the lake. Violating Lessors no wake policy shall be grounds for removal of Lessee's boat from the lake for the season.
- (M) Lessee shall not shoot nor permit the shooting of rifles or other firearms on the premises. Use of any firearm on the premises is cause for immediate termination of this lease.
- (N) **Lessee shall not allow dogs to run at large.** Dogs will be kept in Lessee's lot or on a leash. Positively no dog training or swimming in lake.

Excessive barking, either day or night, shall be grounds for removal of any dog, whether owned by guests or Lessee.

- (O) Lessee shall not permit motorcycles, motorized bikes, three wheelers or go carts to be operated on the premises.
- (P) The conduct of all guests and members of Lessees family is the direct responsibility of the Lessee and violations of any of these Rules and Regulations by Lessee, Lessees family or guests are grounds for revocation of this lease, provided due notice is given and the Lessee has failed to remedy the situation. Further, that Lessee shall be responsible for any damage or liability arising by reason of a violation of the above Rules and Regulations.

14. **ALCOHOL USE.** **LESSEE UNDERSTANDS THAT NO ONE UNDER THE LEGAL DRINKING AGE FOR THE STATE OF NEBRASKA WILL BE ALLOWED TO POSSESS OR CONSUME ALCOHOLIC BEVERAGES ON LESSOR'S PROPERTY. LESSEES ALLOWING UNDERAGE GUESTS OR RESIDENTS TO CONSUME OR POSSESS ALCOHOLIC BEVERAGES ON HIS/HER/THEIR IS GROUNDS FOR IMMEDIATE TERMINATION OF HIS/HER/THEIR LEASE.**

15. **ENTRY TO PREMISES.** The Lessor may enter the premises in order to inspect the premises, or exhibit the premises to prospective or actual purchasers, mortgagers, Lessees, workmen or contractors. Unless it is impractical to do so, the Lessor shall give the Lessee notice of its intent to enter and shall enter only at reasonable times.

16. **FLOODING.** Lessee acknowledges the possibility of flooding. Lessors shall in no manner be liable for any damages caused Lessee, by flood or other actions of the river, nor shall any such damage diminish the rental to be paid by Lessee.

17. **EMINENT DOMAIN.** Lessor shall not be liable for any loss or damages caused Lessee by reason of acquisition of the premises by the United States of America or other Governmental agency or authority by reason of the exercise of the power of eminent domain; nor shall any such acquisition diminish the rental to be paid by Lessee.

18. **ASSIGNMENT AND SUBLETTING.** This Lease is non-assignable nor transferrable by Lessee to anyone. The Lessee shall not assign this lease or any interest thereon or let or underlet the said premises or any part thereof or any right or privilege appurtenant thereto, nor permit the occupancy or use of any part thereof by another person. This Lease shall be fully assignable by the Lessor or its assigns.

19. **NON-COMPLIANCE BY LESSEE.** In the event of the Lessee's non-compliance with any provision of this Lease or with any separate agreement, the Lessor may give written notice to the Lessee specifying the acts and omissions constituting the breach and that the Lease Agreement will terminate on a date not less than five (5) days after receipt of the notice if the breach is not remedied in ten (10) days at which point the lease agreement will then terminate as provided in the notice. If notice has been given to Lessee of any non-compliance in the current year or prior years, any additional non-compliance by Lessee shall be grounds for immediate termination of Lessee's lease without further notice.

20. **QUESTIONS, CONCERNS, PROBLEMS & SITUATIONS.** In the event any of these above mentioned items should arise during Lessee's stay at Lessor's, all communications will be handled directly with the main office at (402) 944-3383 or to the park manager, Kathryn at (402) 521-1145.

21. **NOTICES.** Any and all notice or demands required or permitted to be given hereunder shall be deemed properly served if sent by e-mail to Lessee's email address on file with Lessor or by regular US Mail postage pre-paid, or by registered or certified mail, postage prepaid and addressed to the address as set forth on the signature page at the end of the lease or at such other address or addresses as either party may hereafter designate in writing to the other. Any notice of demand so mailed shall be effective for the purposes at the time of deposit thereof in the United State mail.

Lessee is responsible to keep Lessor informed of any e-mail address, living address or phone number changes.

22. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and can only be amended in writing between the parties hereto. No representations by Lessor or Lessee or their agents not included herein shall be binding upon the parties.

23. BINDING EFFECT. This Agreement shall be binding upon the parties hereto, their heirs, legatees, personal representatives, successors and assigns.

24. GOVERNING LAW. This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska. Lessor and Lessee agree that any action shall only be brought in the Saunders County and venue shall be and remain in Saunders County, Nebraska. Both parties by signing this lease subject themselves to the jurisdiction of the Courts in Saunders County, Nebraska.

25. ATTORNEY'S FEES. In the event of any litigation between the parties hereto arising out of this lease, or the leased premises, the prevailing party therein shall be allowed all reasonable attorney's fees expended or incurred in such litigation to be recovered as part of the costs therein.

26. RULES AND REGULATIONS: All Lessees agree to the following Campground Rules and Regulations which are a part of this lease:

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**LINOMA LIGHTHOUSE, LLC**  
**LINOMA CAMPGROUND RULES AND REGULATIONS**

These rules, in general, are an effort to maintain a quiet, clean and safe environment for all residents. Linoma Tenant's Association shall have the authority to enforce all regulations.

1. NUMBERS AND STICKERS: All golf carts, boats, trailers, kayaks and the like shall have lot numbers visibly displayed. All numbers shall be at a minimum three (3) inches in height and be reflective. All motorized boats and golf carts shall have a current year association sticker visibly displayed. All stickers and numbers shall be placed on the front passenger or right side of the cart, boat, etc.

2. MOTORCYCLES: Motorcycles will be allowed as a mode of transportation only from gate to trailer or RV and back to the gate when leaving.

3. UNAUTHORIZED VEHICLES: Mini-bikes, ATV's, Motor Scooters, etc. MAY NOT be brought into, or ridden in the camping area. Only ELECTRIC GOLF CARTS will be allowed in the camping area. A driver must be fifteen (15) years old to operate any golf cart, must have a learners permit or driver's license on them at all times while operating said golf cart and will be supervised by an adult at all times. If you allow any individual to drive your golf cart that does not meet these requirements, your driving privileges will be revoked and your lease will be subject to termination. Carts must have lights if driven after dark. Carts will be required to display at all times, the Lessees lot number and a current Linoma Lighthouse sticker. Stickers are available for purchase from the Tenant's Association.

4. SPEED LIMIT: The speed limit on all Lessor's property is ten (10) MPH for all motorized vehicles. Any operation of a motor vehicle must be by a licensed driver.

5. PETS: Pets must be kept on the Lessee's leased premises on a leash or in a kennel at all times. Pets are not allowed on the beach area and are never allowed to run loose. If Lessee's pet is not on a leash at all times or creates an unsafe or uncomfortable environment for other Lessees, he/she/they will be required to remove said pet from the premises and said pet will not be allowed to return. If pets are kenneled they must be supervised or have someone responsible for them while on

Lessor's property. Pets should never be left alone for long periods of time. If pets are found left alone for twenty-four (24) hours, Lessee will receive a warning. If pet is found alone for twenty-four (24) hours again, Lessee will be required to remove your pet from the premises.

No Pit Bulls or other dangerous animals on Lessor's property. **NO EXCEPTIONS.**

If a Lessee's pet attacks another pet or person while at the park, his/her/their lease may be terminated immediately without prior notice. For minor incidents, Lessee will receive one (1) notice of the offense, which notice can be verbal or written, and if Lessee's pet is found to offend again, Lessee's lease will be terminated.

Barking dogs will not be tolerated. The same sequence of notice and removal will occur for barking dogs.

6. **VANDALISM:** Any Lessee, guest or other person caught vandalizing any property will be required to leave Lessor's property, his/her/their lease will be terminated, and law enforcement will be contacted. **Any person caught damaging or vandalizing the gate or gate chain will have his/her/their lease immediately terminated and will be responsible for any damage thereto. Nothing shall be placed in the gate chain to stop the gate from operating.**

7. **PUBLIC BEACH:** Lessees shall be allowed to use the public beach for volleyball, swimming and other recreational uses if no events are planned or occurring in the beach area. No fires are allowed on the beach. No glass containers of any kind are allowed on the beach. No boats are allowed in the swimming area. Swimming is entirely at the risk of the swimmer and at no time will a life guard be present.

8. **GUESTS/PEACE AND QUIET:** Lessees may not invite more guests than comfortably fit on Lessee's property. Guests may not bring pets. Neither Lessees nor guests may park on other lots without permission. Always be considerate of other Lessees by never having loud noise, music or parties. Quiet time begins at 10:00 p.m. week nights and 12:00 p.m. weekends.

No guest may bring a camper onto Lessor's property. One tent only is permitted per lot.

9. **SUPERVISION OF MINORS:** Any child under the age of eighteen (18) must be accompanied by a parent or guardian at all times. Any problems or situations that arise for non-compliance of this rule will be the responsibility of the Lessee.

10. **LOT MAINTENANCE:** **EACH RESIDENT IS REQUIRED TO MAINTAIN THE LAWN AND GROUNDS OF THEIR LOT.** Lots are to be kept neat and free of litter or trash. Trash is to be deposited in the dumpsters provided on Lessor's property. No appliances, tires, grills, blocks, wood, metal, batteries, limbs, yard waste or toxic waste or anything other than normal trash are to be placed in dumpsters. Lessee shall not dump any unauthorized materials anywhere on Lessor's property at any time.

11. **MOWING:** Each lot should be mowed at least once every two weeks. If mowing is required but grass is left un-mowed, the Linoma Lighthouse Management will mow the grass and bill the Lessee Thirty Dollars (\$30.00). If the Thirty Dollars (\$30.00) fee is not paid within seven (7) days, a Twenty-Five Dollar (\$25.00) late fee will accrue.

12. **TREES:** Lessee shall not remove or trim any tree or shrub on Lessor's property without prior written approval of the Lessor.

13. **CAMPERS PER LOT:** No more than one camper/trailer per lot is permitted and only a trailer owned by a Lessee may be parked on a leased lot. No sub-letting will be permitted.



14. MULTIPLE OWNED UNITS: No multiple owned units will be permitted unless approved by owners for additional parking.

15. SALE OF CAMPER OR TRAILER: The sale of a camper or trailer does not guarantee continuation of the lease unless approved by Lessor prior to the sale of the property. A Two Hundred Dollar (\$200.00) transfer fee will be applied to any transfer during the season, and Lessee will be responsible for the removal of all other personal property from the lot. If Lessor has to remove and dispose of personal property from any lot, the Lessee will be billed for the costs.

16. GUESTS: Lessees that invite guests to Linoma property are responsible to keep the gate attended to welcome the guest and ensure that the gate stays locked. The gate must be kept locked at all times. Coordinate arrival times with your guests as there will be no honking by your guests at the gate. Be courteous to other Lessees at all times. Guests may not enter Linoma property without a Lessee escort. If Lessee is not present at the gate to welcome his/her/their guest, Lessee must communicate to his/her/their guest that he/she/they must wait off road and leave the entrance passable. Lessee must communicate to any guest(s) all Rules and Regulations of Lessor and will be fully responsible for his/her/their behavior while on Lessor's property. If any guest is caught breaking any rule, they will be required to immediately leave Lessor's property.

17. SWIMMING:

- i. Swim and use the lake at one's own risk. Lessor is not responsible for anyone swimming in or on the water.
- ii. All swimming is confined to thirty (30) feet from Lessee's lot area or on the shared beach.
- iii. Non-swimmers will be accompanied by an adult swimmer capable of rescue swimming and lifesaving at all times.
- iv. Small children are required to wear a life jacket any time they are in or near the water.
- v. No jumping from or standing on the bridge, seawall or lighthouse.
- vi. There will never be a life guard on duty or provided by Lessor.

18. BOAT REGULATIONS:

- i. All Nebraska Boat Safety Rules and Regulations and all Nebraska State Game and Parks Rules and Regulations apply on Lessor's property.
- ii. Lot numbers and a current year lot sticker are required on all boats regardless of size or use. Stickers may be purchased from the Tenant's Association. Only Lessees leasing Lessor's lots shall be permitted boats on the lake. Lessee must produce registration and/or title in his/her/their name along with a current insurance policy before a sticker is issued for a boat.
- iii. A guest may never bring a boat on to Lessor's property.
- iv. No one under the age of fifteen (15) years shall be permitted to operate a motor powered boat. Any person age fifteen (15) or sixteen (16) years old will always have adult supervision while in or operating any boat.
- v. All boats will be equipped with an operable horn or whistle.
- vi. **All boats must be at no wake speed at all times.**
- vii. No boat will operate at a speed in excess of five (5) MPH or the speed must be reduced so the wash and wake will never cause discomfort, a hazard, injury or damages to persons, vessels or property.
- viii. No boat is permitted within seventy-five (75) feet of the beach area.
- ix. Boats operated after dark must comply with all Nebraska Boat Safety Rules at all times and have lights.
- x. No air boats, hydroplane or houseboats are permitted on the lake.

19. FISHING:

- i. All fishing shall be in compliance with the Nebraska State Game and Parks Rules and Regulations.
- ii. Any person fishing must carry a current state fishing license.
- iii. Fishing is permitted for Lessees and his/her/their family and guests.
- iv. Lessee shall be present with any guests who are fishing.

20. ROAD REGULATIONS:

- i. The speed limit on all of Lessor's property is ten (10) MPH at all times with no exceptions.
- ii. All signs and road signs must be obeyed at all times.
- iii. Lessee shall be responsible for all of their guests. Failure by a Lessee or guest to obey these signs will result in a Twenty-Five Dollar (\$25.00) fine to Lessee.

21. HUNTING: There is no hunting whatsoever on Lessor's property. No firearms shall be discharged on Lessor's property.

22. DUMPING: Chemicals must be used in all camping holding tanks. **If Lessee does not use blue chemical or other approved recreational vehicle ("RV") chemical products, his/her/their RV will not be pumped.** Do not use chlorine bleach. Also, if Lessee's RV is clogged or is unable to be pumped due to septic system problems, the RV will not be pumped and Lessee will have to fix the problem prior to another attempt at pumping. The next attempt at pumping will occur in accordance with the normal scheduled pumping.

If a Lessee needs to manually pump in between scheduled pumping, he/she/they may dump in the Linoma holding tank located in the middle of the RV park.

Lessee's RED flag must be raised on the Lot Post. If Lessee's RED flag is not raised, Lessor will not pump and will not return to pump except at Lessee's expense of \$75.00.

The pumping hose is twenty-five (25) feet. If Lessee fails to arrange for ease in displaying his/her/their flag, placing his/her/their RV, clearing a path for the convenience of the pumping system, the RV will not be pumped.

**It cannot be over emphasized that Lessor's ability to pump at any Lessee's RV is said Lessee's responsibility.** If Lessor discerns a Lessee is non-compliant with these dumping regulations, dumping privileges may be suspended for the balance of the lease term.

23. FIREWORKS: Fireworks are only to be used in accordance to Nebraska Law. Any person or persons using illegal fireworks will be reported to law enforcement. **Fireworks are never allowed during quiet times.**

24. DOCK SPECIFICATIONS: All docks must be approved by the Lessor prior to placement in the water.

25. KEYS: A maximum of two key fobs will be issued each year after Lessee has signed his/her/their lease, paid his/her/their rent, and paid a refundable fee of Twenty-Five Dollars (\$25.00) per key. If said key fobs are returned prior to October 31<sup>st</sup>, said deposit shall be returned in full to Lessee. If Lessee fails to return the key fobs prior to October 31<sup>st</sup>, Lessee forfeits the deposit. A nonrefundable fee of Fifty Dollars (\$50.00) will be charged for the replacement or loss of any key fob.

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By signing this Lease, Lessee agrees to all the previously stated terms and conditions, to be a member of the Linoma Tenant's Association and to abide by the foregoing Rules and Regulations. There will be no exceptions to the Rules and Regulations of Lessor. Lessor reserves the right to change any rule at any time for the safety, security and convenience of Lessor or Lessees. Any violation of any rule herein may result in lease termination. If Lessee's lease is terminated, any and all payments made will be forfeited and nonrefundable.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease Agreement, including Rules and Regulations on the 31<sup>st</sup> day of March, 2017.

**LESSOR:**

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**LINOMA LIGHTHOUSE, LLC**

1442 Silver Street

Ashland, NE 68003

(402) 944-3383

[dlutton@luttonlaw.com](mailto:dlutton@luttonlaw.com)

**LESSEE(S):**

Preferred Phone Number for Gate Access: \_\_\_\_\_

Preferred E-mail Address for notifications: \_\_\_\_\_

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Signature

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Printed Name

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Signature

---

Printed Name

ADDRESS: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_

WORK PHONE: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_

E-MAIL 1: \_\_\_\_\_

E-MAIL 2: \_\_\_\_\_

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