

TWIN LAKES SPORTS CLUB ASSOCIATION, INC.

LEASE AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between TWIN LAKES SPORTS CLUB ASSOCIATION, INCORPORATED, and \_\_\_\_\_ hereinafter called "LESSEE," whether one or more.

WITNESSETH-

For and in consideration of the sum of Ten (\$10.00) Dollars and other valuable consideration, the receipt whereof is hereby acknowledged, and the covenants and agreements herein expressed on the part of the LESSEE, to be kept, performed and fulfilled by the First Party, by these presents, does lease unto LESSEE, Lot Number(s) \_\_\_\_\_ in the Twin Lakes Sports Club Area, hereinafter call "AREA", situated in the \_\_\_\_\_ of Section 18, Township 16 North, Range 4 West of I.M., Logan County, Oklahoma, according to the unrecorded plat thereof; together with any permanent improvements thereon.

TO HAVE AND TO HOLD the above described premises with the rights, privileges, easements and appurtenances thereunto belonging unto LESSEE for a term of Ninety-Nine (99) years from and after the date of the execution hereof, upon the following terms, provisions and conditions:

1. No rent other than the consideration hereinabove provided shall be due the First Party for the premises leased herein.
2. LESSEE acknowledges that (he/she/they) (has/have) entered into a purchase contract with First Party, bearing the date of \_\_\_\_\_, under the terms of which LESSEE has agreed to purchase a cabin site with First Party, for a total consideration of \$ \_\_\_\_\_ (if cash, the receipt of which is hereby acknowledged), --or if monthly, payments for \$ \_\_\_\_\_, with \_\_\_\_\_ % interest per annum, making a total of \$ \_\_\_\_\_, interest included. Under the terms of said Purchase Contract LESSEE has agreed to pay the First Party the sum of \$ \_\_\_\_\_ on the \_\_\_\_\_ day of each month until said purchase price has been paid in full. In event LESSEE shall default in the payment of any installment due under said Purchase Contract, in which default continues for more than thirty (30) days, then, and in that event, First Party is hereby authorized and empowered to treat this Lease as breached and, in such event, said Lease shall terminate and the premises herein granted shall revert to First Party, and without notice.
3. LESSEE shall bear, pay and discharge all rates, taxes, charges for revenue and otherwise, assessments and levies, general and special, ordinary and extraordinary, of every name, nature and kind whatsoever, or upon any and all buildings and improvements thereon, and all which may be assessed, levied or imposed upon the leasehold estate herein granted for as long as LESSEE, his successors and assigns, shall be entitled to the premises leased herein. LESSEE will obtain and deliver to First Party duplicate tax receipts of all taxes and assessments paid on said premises of every kind and nature whatsoever. The provisions of this paragraph are intended to apply only to taxes, charges, and assessments levied or imposed by any governmental authority, and shall not authorize First Party to make assessments against LESSEE or leased property, except that when in the judgment of the First Party there are sufficient LESSEES IN THE AREA to justify an association of LESSEES for sanitation and AREA cleaning purposes and for Property protection purposes, LESSEE may be required to enter into an association for the mutual benefit of all LESSEE.
4. In the event LESSEE shall fail or refuse to pay any rates, taxes, assessments, or other charges upon said premises as provided in paragraph 3 hereof, and shall continue to fail or refuse to pay the same for a period of thirty (30) days after the same has become due and after demand of payment by First Party, then, and in that event, this Lease shall terminate and First Party shall become entitled to immediate possession and occupancy of the leased premises.
5. For failure to join in the association of Lessees for the mutual benefit of other LESSEES as above set forth, this lease may be terminated upon sixty days notice in writing at LESSEE'S last known address, and First Party may take possession of the leased premises.
6. First Parties agree to construct a road to LESSEE'S Lot.
7. LESSEE agrees not to sub-let said premises without consent of First Party and such may be then done on such terms as shall be provided by First Party.
8. LESSEE agrees and does hereby release, discharge and hold harmless First Party for any loss, costs or damages resulting to the leased premises or to any improvements or property thereon caused directly or indirectly by the act or negligence of any person or persons whomsoever, or from any cause, and to hold harmless First Party from any damage as the result of any facility or convenience or recreational facility provided by First Party, and shall hold First Party harmless and free from damages for any guest or guests or Members of LESSEE'S family.
9. LESSEE covenants that the premises leased herein and any buildings thereon, shall be used exclusively as living quarters. LESSEE will not use nor permit any person to use in any manner whatsoever said premises, or building or improvements thereon, for any purpose calculated to injure the reputation of the premises, nor for any purpose or use in violation of the laws of the UNITED STATES, or of the STATE OF OKLAHOMA, or for any immoral or unlawful purpose whatsoever; or for any trade, business, occupation or vocation whatsoever.
10. LESSEE will, at his own costs, keep leased premises and any buildings thereon in good, safe and secure condition, and will maintain the same in a clean and safe condition at all times. LESSEE will keep and save the First Party forever harmless from any penalty or damage or charges imposed for any violation of any laws, whether occasioned by neglect of LESSEE or by tenants of the premises holding under LESSEE. LESSEE will indemnify and save harmless First Party from any loss, costs, damage and expenses arising out of any accident, or occurrences, causing injury to any person or property whatsoever, due directly or indirectly to the use of the premises, or any part thereof, by LESSEE, or any person or persons holding under LESSEE, upon Leased premises at the invitation of or guest of LESSEE. LESSEE will indemnify and save harmless First Party from any claim or damages or penalty arising from the sale or giving away of any intoxicating liquors on or about the premises leased herein and from any loss, costs, damage or expenses, arising out of any failure of LESSEE in any respect to comply with the requirements of the provisions of this lease.
11. In the event that LESSEE builds or constructs a septic tank or other sewage receptacle upon leased premises, or elsewhere for the purpose of serving leased premises. LESSEE will indemnify First Party for all costs, damages, injuries or harm resulting to the person or property of LESSEE, or any other person caused directly or indirectly by the existence or use of such septic tank or receptacle. In the event such septic tank or sewage receptacle is constructed by or for the benefit of LESSEE, LESSEE covenants and agrees that same will be constructed in a workmanlike manner such as will provide sanitary sewage disposal, and such as will not interfere with the full use and enjoyment of other premises in the AREA or with the full use and enjoyment of any land adjoining the AREA.



12. LESSEE may construct a cabin or building for living purposes on said premises of any design so long as the same is not unsightly or hazardous.
13. LESSEE will abide by and observe such rules and regulations as are adopted or prepared by First Party for the regulation and control of the AREA in order to safeguard the general welfare and the free and orderly enjoyment of the facilities provided in the AREA.
14. LESSEE will not permit any mechanic's or material men's lien to attach to the premises leased herein, or upon any improvements.
15. Neither this Lease Agreement or any interest herein, nor any estate hereby created, shall pass to any trustee or receiver in bankruptcy, or to any other assignee for the benefit of creditors or otherwise by operation of law, and in any of these events or the bankruptcy or insolvency of any of LESSEES, this Lease Agreement shall be deemed canceled thereby.
16. If LESSEE shall abandon the leased premises during the term hereof, or default in any of the covenants herein contained to be kept, observed and performed by LESSEE, and if such default or defaults shall continue for thirty (30) days after written notice at the last known address, or if address cannot be ascertained by notice posted on the leased premises for thirty days, First Party may at option terminate this Lease Agreement.
17. If there be any concessions established or permitted on THE AREA, such rights are reserved to the First Party.
18. First Party may, at its option, at any time during the term hereof, execute a quit claim deed to LESSEE OR LESSEE'S heirs, executors, representatives, successors or assigns, covering the above described property and LESSEE, in consideration of the execution of this Lease, hereby agrees to accept such deed; provided, however, that in such event any and all affirmative duties of the First Party under this Lease and under any other agreement between the parties respecting the above described property shall thereupon cease and terminate absolutely, and provided further, that in such event LESSEE will pay all costs, fees, documentary stamps, taxes arising out of or incident to such conveyances.
19. Any assent, express or implied, by First Party to any breach of any covenant or condition herein contained shall operate as such only in the specific instance thereof and shall not be construed as an assent or waiver of any such covenant or condition generally or of any subsequent breach thereof.
20. The various rights, powers, elections and remedies of First Party contained in this Lease Agreement, shall be construed as cumulative, and no one of them as exclusive of the other or exclusive of any rights or privileges allowed by the law, and no right shall be exhausted by being exercised on one or more occasions.
21. The covenants and conditions contained herein are the full and complete terms of this Lease and no alterations, amendments or modifications of said terms shall be binding unless first reduced to writing and signed by both First Party and LESSEE.
21. In event First Party, without its fault, be made a party to any litigation commenced by or against LESSEE, then LESSEE shall pay all costs and attorney's fees incurred by or against First Party, or by or in connection with such litigation, and LESSEE shall also pay all costs and attorney's fees incurred by or against First Party in enforcing the covenants, agreements, terms and provisions of this lease.
- 21A. This lease shall be subject to mortgages, now of record or which may be placed of record; and subject to mineral conveyances of record or placed of record, and oil and gas leases of record.
22. This Lease Agreement may not be sublet or assigned in whole or in part, by LESSEE, WITHOUT written consent of First Party. IN EVENT such is assigned, then the sum of \$35.00 shall be charged to cover cost of preparation of instruments, and of making such transfer.
23. All buildings and structures placed on Leased Area shall become a part thereof regardless of how the same are placed thereon, and such cannot be moved without consent of First Party
24. While this Lease is subject to oil and gas leases not of record and mineral conveyances of record and mortgages of record, First Party agrees that in the execution of a new lease the above Lot(s) will be excluded from any drilling site. That to develop the Area First Party may execute a mortgage to which this Lease shall be subject, but in event of foreclosure LESSEE shall have right to pay the amount of lien and be subrogated to rights of First Party. If any minerals are sold, the purchaser of such mineral interest shall only succeed to the right of enjoyment under a lease, which First Party is obligated to execute or make.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first written above.

**FIRST PARTY:**  
**TWIN LAKES SPORTS CLUB ASSOCIATION, INC.**

BY: \_\_\_\_\_  
 Association President Date

\_\_\_\_\_  
 Lessee Date

Attest: \_\_\_\_\_  
 Association Secretary Date

\_\_\_\_\_  
 Lessee Date

\_\_\_\_\_  
 Lessee Date

(Corporate Seal)

\_\_\_\_\_  
 Lessee Date



TWIN LAKES SPORTS CLUB ASSOCIATION, INC.  
**CONTRACT AND LEASE AGREEMENT ADDENDUM**

This Addendum to the Twin Lakes Sports Club Association "Contract For Transfer Of Lease" and "Lease Agreement" entered into on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between "Lessor," TWIN LAKES SPORTS CLUB ASSOCIATION, INCORPORATED, and \_\_\_\_\_, hereinafter called "Lessee," whether one or more.

**WITNESSETH**

This Addendum is hereby considered a binding portion of the Contract For Transfer Of Lease and the Lease Agreement between Lessor and Lessee that was entered into on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ governing Lot Number(s) \_\_\_\_\_ of the Twin Lakes Sports Club Area, hereinafter called "Area," which is situated in the \_\_\_\_\_ of Section 18, Township 16 North, Range 4 West of I.M., Logan County, Oklahoma, according to the unrecorded plat thereof; together with any permanent improvements thereon.

Lessee hereby acknowledges that said Area is hereby leased in "as is" condition, and that Lessor does not warrant the use or enjoyment of said Area, including the use of or any issues relating to any septic tank system or water well in the Area. Lessee further agrees to hold harmless the Lessor for any alleged damages or losses of any kind resulting from a non-functioning or dysfunctional septic tank or water well, including the inability to construct a new septic tank or water well.

Lessee further specifically acknowledges that he is aware that Lessor is not responsible for the maintenance or upkeep of any portion of the Area, including but not limited to septic tank systems or water wells.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first written above.

**FIRST PARTY:**  
**TWIN LAKES SPORTS CLUB ASSOCIATION, INC.**

BY: \_\_\_\_\_  
Association President Date

Attest: \_\_\_\_\_  
Association Secretary Date

(Corporate Seal)

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Lessee Date

Sample