

TRADE WINDS MARINA
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12-Month Recreational Mobile Home Permit Agreement

12 months, meaning water and sewer usage are allowed annually.

This agreement was made and entered into **01/11/2025** between Trade Winds Marina, Inc. ("Permitor") **333**

And **[REDACTED]** ("Permittee") for a permit to occupy Lot # **1212 rapela**

with a 911 address (lake address) of:

through the placement of a Recreational mobile home. (If you do not know your 911 address, please get in touch with Angie) 308-383-1110 or twm1187@gmail.com

Term: The term of this Agreement shall commence on January 1, and shall run on a month-to-month basis.

Rent: The monthly rent for the Lot indicated above is \$338.00, which includes sanitation. Rent is due on or before the 1st of each month during the term of this Permit Agreement.

Late Fee and Deemed Termination: If monthly rent is not paid on or before its due date, a late fee will be assessed at the rate of \$10.00 per day for up to thirty (30) days, and in the event such late fee and rent shall not have been paid in full within thirty (30) days following its due date, this Recreational Mobile Home Permit Agreement shall be deemed terminated and, upon written notice thereof from Permitor, the Permittee shall be required to remove any recreational mobile home immediately and improvements the permittee may have placed on such Lot and restore the lot to the condition it was in before placement of the recreational mobile home thereon consistent with the provisions on termination hereinafter provided.

Modification: Upon satisfactory performance of the terms and conditions set forth, this Recreational Mobile Home Permit Agreement may be amended at any time by mutual agreement between the Permittee and Trade Winds Marina.

THE PERMITTOR AGREES

1. To provide one recreational mobile home site per permit.
2. To provide water and sewer main lines to the permitted area for period of 12 months.
3. To maintain the main access road with reasonable access.

THE PERMITTEE AGREES:

1. The Lot made available to the Permittee by Permitor according to this Recreational Mobile Home Permit Agreement is intended for 12-month recreational purposes only, which means water and sewer remain useable for 12 months, not as main or permanent living quarters, and shall not be subject to provisions of the Nebraska Mobile Home Landlord and Tenant Act.
2. To be liable for any personal injury or damage to the premises due to their negligence or that of their visitors. The Permittee will hold Trade Winds Marina harmless from any and all liability claims within the leased area.
3. To display their Lot number, on the top, right side, AND 911 address on/near their mobile home, with both, to be visible from the nearest road.
4. To show respect to other tenants and guests. To avoid disparagement, false, or defamatory statements, either written, verbal, or published, of Trade Winds policies, staff, tenants, and neighbors. To abide by all local, federal, and state laws. Please inform your visitors of the same rules. It is expressly understood that Trade Winds Marina

shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges granted herein.

5. To have mobile homes that are no older than 4 years from the current year of placement on each lot. (This clause is subject to change)

6. All mobile homes must have a shingled roof and be skirted with appropriate material within 10 days of delivery. The skirting and roof must be kept neat and meet safety regulations at all times.

7. To submit a detailed copy from a licensed architectural or engineering firm of ANY construction, or that involves disturbance of soil, such as landscaping, excavation, footings, etc., to Trade Winds Marina. All plans MUST be approved by Trade Winds Marina BEFORE construction begins.

Permits must also be filed at the County Office by the Permittee, after authorization by Trade Winds Marina, and a copy must be given by the permittee to Trade Winds Marina before any work commences. Unauthorized building may be subject to tear-down and is cause for termination of Lot Permit. Only work done on the inside of a mobile home is deemed allowable without a permit. Permit requirements include, but are not limited to, decks, fences, carports, garages, storage sheds, concrete, patios, steps, and the like. Permits will only be accepted from September 1st to February 1st. Approved permits will be allowed to perform work Mondays through Thursdays, excluding Holidays.

8. All buildings must be within the codes of the State Fire Marshal, Electrical Inspector, Nebraska Rainwater Act, and Trade Winds Marina. Licensed contractors must obtain and submit a construction contract, provided by Trade Winds Marina. Licensed contractors must also submit a copy of their license and liability insurance as well.

For any construction or that which involves a new disturbance of soil, such as landscaping, excavation, footings, etc., the below procedure will be followed, and such procedures shall be included in all leases:

i. The application period for such projects will be September 1st to February 1st.

ii. The applicant will submit an initial proposal to the Permitor for provisional approval. Applications will only be accepted for review from September 1st to February 1st.

iii. After Permitor has given provisional approval, it will provide an application form and will work with the applicant to assemble the documents required for the form.

iv. After the application is completed, the Permitor will review the application to ensure the work conforms to all of the Permittees' requirements.

v. If the Permitor approves the application, it shall be forwarded to the Nebraska Game & Parks Commission for review. Approved applications will receive an authorized acceptance letter from Trade Winds Marina. Unapproved applications will receive a denial letter stating the reasons from Trade Winds Marina.

9. The mobile home will be tied down with at least 6 pairs of tie-downs and running gear stored and in operable condition, underneath the mobile home.

10. Only one outbuilding of any type will be allowed, and it may not exceed 600 sq. feet of floor space. Single-story, standard-pitched roof, no above-ground decking, walkway, or stairs. No loft or above storage. Nothing is to be attached by any means. No covered walkways or entrances, mudrooms, extra storage, or living quarters. Standard construction upon approval only. Setbacks will be forty (40) feet from the center line of the roadway, or twenty (20) feet from the front of a boundary line, whichever is greater.

11. That the maximum size of the mobile home will not exceed 16'x80' and the minimum size not to be less than 14'x55'. Mobile homes shall not exceed 1,280 square feet of space. No double-wide homes, permanent foundations, or basements are allowed. No concrete patio slabs on the enclosed patio/deck/sunroom. All windows and other materials must meet mobile home standards.

12. That landscaping or planting of trees/shrubs will be done on approval only. Certain trees such as cottonwoods, poplars, etc. will not be allowed. The Permittee's required lawn care will be from the front of the lot, the use area, to the water's edge, the high water mark.

13. To keep the mobile home, lot, and surrounding area in neat appearance. Lawns should be kept mowed as often as need be. This may mean weekly.

14. To utilize dumpsters properly, no unauthorized dumping of refuse and unwanted items is allowed on Trade Winds Marina property and will be enforced. Large items such as, but not limited to, furniture, appliances, water heaters, air conditioners, grills, construction materials, etc. MUST be hauled off-site. Unauthorized dumping of materials other than household garbage will be subject to a fine and/or possible termination of the lot permit. All household garbage will be placed in plastic bags and placed in designated receptacles, not beside or behind and no fish or animal carcasses are allowed in dumpsters.

15. Landfill is closed. This was a courtesy provided and unfortunately, due to continued illegal dumping of tires, appliances, furniture, and hazardous waste materials, the burn pile will not be available. Tree branches/leaves/yard waste may be hauled to the Loup City Landfill on your way into town.

16. To remain quiet between the hours of 10:00 pm and 7:00 am. The permitting of large parties or oversized crowds is with written permission only from Trade Winds and the surrounding neighbors.

17. To keep all pets caged, leashed, or otherwise restrained at all times. (Leash or restraint must not exceed 6 ft. in length.) ***Please note, there is a Trade Winds Marina leased property ban on Pit Bull/Doberman and Rottweiler breeds. No pets of any kind will be allowed inside Trade Winds Marina, except for service animals specifically trained to aid a person with a disability.

18. The shooting of firearms or fireworks is prohibited by the Regulations of the Nebraska Game & Parks in the entire leased area of Trade Winds Marina.

19. All boats/motor vehicles stored at the Permittees' lot must be registered in their name and properly maintained with a current registration. No inoperable vehicles will be stored or parked on said premises. Only currently licensed motorized vehicles, towable trailers, etc., are allowed to remain parked on Trade Winds leased property at the residents' lot if space is allowable. Only licensed vehicles/motorbikes operated by a licensed driver are allowed. Golf carts, ATV/UTV, scooters, go-karts, mopeds, low-speed vehicles, etc. are prohibited on Trade Winds Marina leased property. Unauthorized use and/or abuse of state-issued disabled transport permits may result in the revocation of the mobile home lot permit. Only the original recipient listed on the disabled person permit is allowed to operate the transport and only from the mobile home to the recipient's leased dock, if applicable, not to be driven throughout the area. A copy of the permit must be received by Trade Winds Marina from the Permittee to keep on file each year.

20. Permittees' premises will be occupied exclusively by the Permittee. No commercial enterprise shall be conducted on the premise nor ANY subletting of any kind. Vacation rental, VRBO, mechanical repair, etc. Upon determination that subletting has occurred, the Permittee shall have the right to terminate this permit immediately.

21. No allowance of RV's/campers of any type to camp within or be parked within the Trade Winds Mobile Home Court due to regulations of Trade Winds Marina. Tents are allowed by permission only. RV/Camper overnight campsites are available from Trade Winds Marina or Nebraska Game & Parks.

22. Watering of lawns is to be done between the hours of midnight and 4:00 a.m. Please set your sprinkler timers accordingly. In drought instances, watering should be limited and a watering ban may be placed into effect as seen fit by Trade Winds Marina.

23. The Permittee is not responsible for the removal or trimming of trees/limbs/bushes on the permittee's lot. Permittee is not responsible for snow removal in driveways or storage units, only main access roads, and within reasonable access for emergency vehicles.

24. Shoreline and bank areas may be maintained by the permittee and the cost of such projects (such as rockling, dredging, tree maintenance, etc.) is the permit holder's responsibility and may only be done after obtaining a 404 Permit from the Army Corps of Engineers and by proper authorization from Trade Winds Marina. Permittees may or may not decide to rock the bank area at their cost, but must keep the area neat in appearance and safe for all to walk about.

25. Permittee is not responsible for sewage backup inside the mobile home. In the mobile home court, Permittee is responsible for the main sewer line only. We require permit holders to put a backflow valve on the sewer line underneath the mobile home. No use of bleach/colored drop-ins. Do not dispose of diapers, feminine products, pet litter, paper towels/paper products, other than toilet tissue. Permittee maintains the main line by use of root inhibitor but is not liable for acts of nature such as tree roots or caving of ground on/around sewer lines. Permittee is not responsible for sand filtering through to water tanks. Any acts of the permittee or constituents, that cause any damages to water, sewer, or powerlines become their responsibility, not that of Trade Winds Marina. The Permittee is responsible for the Main water Line only. The permittee is responsible for the line from Main to Mobile Home.

26. All permitted docks are to be approved and kept in neat/safe condition. Maintenance is to be done by the permittee. Lot numbers on docks are to be visibly labeled from land and water. A minimum of 2' numbers in size, with the dock labeled, so it may be read from both the land and water. A rate of \$75.00 is charged annually for the Dock Permit Space. Docks shared by individuals are charged per person, not per dock. All new docks must follow the Nebraska Game & Parks Commission dock standards. Construction requests to build, or repair, docks must be approved by Trade Winds Marina. Failure to obtain these approvals may mean that the structure will have to be removed at the owner's expense. To obtain a copy of the new dock standards, please contact Trade Winds Marina or the Sherman Reservoir Park Superintendent.

27. Trade Winds Marina must be notified of the selling of the mobile home before finalization is completed and has the final say if a permit is deemed approved or disapproved. Anyone evicted or given a non-renewal notice, by Trade Winds Marina, will have 60 days to remove belongings and mobile home. After 60 days, all belongings and the mobile home will be disposed of under the Nebraska Disposition of Personal Property Landlord and Tenant Act. On-line tenant application must be completed in full, by the intended buyer and approved by Trade Winds Marina, before sale.

28. Trade Winds Marina is not responsible for low water pressure due to the watering of lawns, showering, laundry,

dishes, etc. during daytime/peak hours.

29. Trade Winds Marina is not responsible for contacting every resident during emergency repairs, such as water leaks, well issues, road maintenance, septic issues, and the like unless time permits. However, when possible, notifications may be posted on the Trade Winds Facebook Page.

TERMINATION:

1. This Recreational Mobile Home Permit Agreement shall terminate without any further notice required by either party to this permit upon the expiration of the term herein first set forth.
2. If the Permittee defaults in the performance of any provision, condition, or restriction of this permit during this term, then this Recreational Mobile Home Permit Agreement may be terminated immediately upon notice of such default being given in writing by Permitor to Permittee.
3. Should this Recreational Mobile Home Permit Agreement be terminated for cause upon written notice being given by Permitor to Permittee, and all such improvements as may belong to Permittee shall be removed from the lot herein identified within sixty (60) days following the date of mailing or personal delivery of such notice. All such improvements as may have been constructed on such a lot shall be removed without material damage to the lot and if such improvements shall not have been removed within the time herein required, such improvements shall be deemed abandoned and shall thereafter be the property of the Permitor, free from any damage claim. The Permitor reserves the right to enter and inspect any mobile home or building at any reasonable time and with the owner present with his/her permission. It is expressly understood that the Permittee will hold Trade Winds Marina, Inc. harmless of any responsibility for damages or injury on said premise, by themselves, or others, to personal property of themselves or others. By signing below, the Permittee is complying with the rules and regulations set forth and understanding that Trade Winds Marina is not responsible for any damages, loss, theft, or injury/death on the premises listed above. The Permittee understands this area is a recreational area and residing in said area is a privilege and not a right.

This contractual agreement is between Trade Winds Marina and the tenant, it is not a tri-angular agreement.

4. Dispute Resolution

Arbitration

In the event of any claim arising out of or relating to this Lease Agreement between the Permitor and the Permittee, including the breach of any term or condition herein, the parties agree to resolve such matters exclusively through binding arbitration in accordance with the following terms:

1. Initiation of Arbitration: Either party may initiate arbitration by providing written notice to the other party. Such notice shall specify the nature of the dispute and the relief sought.
2. Arbitrator Selection: The parties shall select a single, neutral arbitrator who is experienced in real estate and/or landlord-tenant law. If the parties are unable to agree on an arbitrator within 30 days, the arbitrator shall be appointed by a mutually agreed arbitration service or court of competent jurisdiction.
3. Arbitration Rules: The arbitration shall be conducted in accordance with the rules of the American Arbitration Association (AAA) and will take place in Sherman County, Nebraska, unless otherwise agreed by the parties.
4. Binding Decision: The arbitrator's decision shall be final, binding, and enforceable in a court of competent jurisdiction. Each party agrees to abide by the arbitrator's decision and to comply with any award issued.
5. Costs and Fees: The costs of arbitration, including the arbitrator's fees, shall be borne equally by both parties unless the arbitrator decides otherwise. Each party shall be responsible for its own attorneys, fees, and expenses unless awarded otherwise by the arbitrator.
6. Waiver of Court Proceedings: Both parties acknowledge that they are waiving their right to a trial in a court of law and agree that arbitration is the exclusive remedy for all disputes arising under or related to this Lease Agreement.
7. Severability: If any part of this arbitration clause is found to be invalid or unenforceable, the remaining parts shall continue to be enforceable.

Please sign & print signature(s) of all responsible parties:

PERMITTEE(s)

10010 s 177th st

Permanent Residential Address: (not the Lake address):

City: [REDACTED]

State: [REDACTED]

Zip Code: [REDACTED]

MAILING ADDRESS:

City: [REDACTED]

State: [REDACTED]

Zip Code: [REDACTED]

Please check if the address has changed within the last year.

PHONE: [REDACTED]

Secondary Phone: [REDACTED]

E-MAIL(s): [REDACTED]

TWM Contact Information:

Marc Krueger: (507)-829-7613

Angie Neal (308)-383-1110

NE Game & Parks Superintendent (308)-745-0230



01/11/2025