



**Swiss Alpine Association**  
10000 Alpine Drive  
Reed City, MI 49677

E-Mail: [SAA@SwissAlpine.org](mailto:SAA@SwissAlpine.org)  
Website: [www.SwissAlpine.org](http://www.SwissAlpine.org)

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### Campground Lease

THIS LEASE AGREEMENT is dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between SWISS ALPINE ASSOCIATION, a non-profit Michigan Incorporation, located at 10000 Alpine Drive, Reed City, Michigan, 49677, hereinafter designated as the "Association" and \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_, hereinafter designated as "Campground Member" whereby the Association does hereby lease to the Campground Member Lot No. \_\_\_\_\_ located in the Swiss Alpine Association Campground, Osceola County, Michigan, and hereinafter referred to as the "Premises," for a term of one (1) year commencing on the first day of June, 20 \_\_\_\_\_. If the Campground Member takes possession of these Premises prior to the commencement date of the Lease, the Campground Member shall pay rent and utilities at the rate and in the manner provided in this Lease, and such possession in all other respects shall be subject to the applicable provision of this Lease. Upon the expiration of the Lease term, if Campground Member continues to occupy the Premises with the consent of the Association, the Campground Member shall be a Campground Member from month to month. This month-to-month tenancy shall continue until notice of intention not to renew is sent by either party to the other at least thirty (30) days prior to the month renewal date. As a month-to-month Campground Member, the Campground Member's rent shall be such amount as the Association shall from time to time establish, and the Campground Member shall be subject to all provisions of this Lease which may be applicable and consistent with a month-to-month tenancy.

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An Association Member is someone, or their spouse, that is an owner of a numbered lot property located in the Swiss Alpine Association.

A temporary Guest is someone that is invited into Swiss Alpine Association that will be residing either in the campground, or in a residence that is sponsored by an Association Member. A guest is generally some that will be staying less than thirty (30) days.

Association and Campground Member further agrees as follows:

1. *Rent*. The Campground Member shall pay the Association as rental for the Premises the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_) on the first (1st) day of June, said rental amount to cover the entire term of the lease, unless or until such time as the Campground Member shall vacate the Premises or shall become a month-to-month Campground Member, as stated above. The yearly rental amount may be increased, in the event this one (1) year lease is renewed, in order to cover additional costs in operating the rental Premises due to any increase in property taxes, charges for electricity, well water repairs, septic field/sanitary sewer services, or increases in premiums paid for liability, fire or worker compensation increase. Any increase shall be effective upon the giving of thirty (30) days' written notice of the change by first class mail, postdated prepaid, to the Campground Member's address as show in the Swiss Alpine Association Membership List, as held in the Association's present offices. Failure to pay rent when due shall constitute a material default and breach of this Lease.

2. *Purpose and Occupancy*. The leased Premises is to be leased only to association members or their spouses as defined in this campground lease. The leased premises is to be used only for the location thereon of camping trailer, mobile home, pop up tent camper, or other temporary, mobile camping apparatus, and shall be occupied solely as a temporary camping dwelling and for no other

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purpose. In the event that the lease is renewed, the above stated temporary, mobile camping apparatus must be re-licensed as required by the Michigan State License Authority as a prerequisite to continue occupancy. Only the individuals listed below may occupy the Premises, and should any other persons occupy the Premises, other than as temporary guest of persons listed below, it shall be a material default and breach of this Lease. (Children born to or legally adopted by the individuals listed below after execution of this lease may occupy the Premises, and such occupation shall not constitute a material default or breach of the Lease):

Names: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Temporary Guests are welcome and encouraged with the understanding that all guests must abide by the same, laws, by-laws, rules and regulations as Campground Members. Any variance from these laws, by-laws, rules and regulations, is to be considered reasonable cause for eviction of the Temporary Guest, and can be asked for by any three or more Campground Members or Association Members to leave Swiss Alpine Association. The Campground Member will be considered to have a material default and breach of this Lease,

3. *Use of Premises.* The Campground Member shall use and occupy the Premises in a clean and wholesome manner and in compliance with all applicable governmental requirements. The Campground Member shall also use and occupy the Premises in compliance with all of the applicable rules and regulations set forth by the Swiss Alpine Association Campground Rules, as formulated by the Swiss Alpine Association Campground Committee. The Campground Member

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shall not use or operate any equipment or machinery that is harmful to the leased Premises or which is disturbing to other Campground Members of the Association. The Campground Member shall not create or permit any loud noise or other disturbance to occur on the leased Premises or in the campground that is harmful to the park or which is harmful or disturbing to other Campground Members of the Association during the noise abatement periods as described in the Swiss Alpine Association Campground Rules. Failure of the Campground Member to strictly comply with this provision shall constitute a material default and breach of this Lease.

4. *Condition of Leased Premises.* The Campground Member agrees that no representation as to the condition or repair of the leased Premises, and no promise to alter, repair, or improve the Premises, have been made except as contained in this Lease. The Campground Member shall keep the Premises during the term of this Lease in good repair, as described in the campground rules, and at the expiration thereof shall yield and deliver the same in like condition as when taken.

5. *Care of Premises.* The Campground Member shall keep the Premises clean and in good condition as described in the Swiss Alpine Association Campground Rules, and further shall be required to mow the lot on a regular bases. The failure to comply with this provision shall result in the Campground Member being assessed the cost for any repairs caused by accident, negligence, misuse or failure to comply with the requirements contained herein, by the Campground Member or Campground Member's guests. Any permit modification or alterations to the Premises will be brought to the Swiss Alpine Campground Committee and the Swiss Alpine Association Board of Directors for approval.

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6. *Assignment and Sublease.* The Campground Member will not assign this Lease, rent the campground space, nor sublet the Premises or any part thereof without the prior written consent of the Landlord. Violation of this provision shall constitute a material default and breach of this Lease.

7. *Association's Non-Liability.* The Association shall not be responsible or liable to the Campground Member for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining Premises or any part of the Premises adjacent to or connected with the Premises described herein or for any loss or damages resulting to Campground Member or his property from bursting, stoppage, or leakage of water, gas, sewer or steam pipes. Campground Member agrees that Association shall not be liable for any damages or injury to person or property occurring on the Premises unless such damage or injury shall be caused by the negligence of the Association.

8. *Location of Camper Trailer, Tent or Other Camping Equipment.* The Campground Member shall secure prior written approval of the Association before locating any camper trailer, tent or other camping apparatus, on the Premises or prior to making any substantial additions or repairs thereto. The Campground Member shall not be allowed to construct any temporary barns, decks or other structures without the prior written approval of the Association. Failure to secure prior written approval shall constitute a material default and breach of this Lease.

The Campground Members shall not locate any camper trailer, tent or other camping apparatus in the holding area between November 30<sup>th</sup> and May 1<sup>st</sup> of each year that the Campground Member leases the Premises. Any temporary camping apparatus that is left in the holding area after that date shall be removed by Swiss Alpine Association, and the cost of the removal shall be assessed to the Campground Member on their annual dues to the Association.

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9. *Axles and Undercarriage.* Campground Member represents and warrants that the camper trailer, tent or other camping apparatus, which is transportable by an attachment to another motor vehicle, and which have axles or undercarriages, for the purpose of transporting said camping apparatus to or from the campground, will not be removed or permitted to be removed at any time.

10. *Utilities.* The Campground Member shall pay all charges made against the Premises for electricity, where applicable, during the continuance of this Lease, as the same shall become due. Failure to pay these charges when due shall constitute a material default and breach of this Lease.

11. *Rules and Regulations.* The Campground Member shall obey all campground rules and regulations, which rules and regulations are made a part of this Lease. The breach of any rule or regulation shall be a material default and breach of this Lease.

The campground rules and regulations may be modified from time to time in accordance with the procedures prescribed by Swiss Alpine Association bylaws. The Campground Member acknowledges receipt of a copy of the rules and regulations of the campground concurrently with the execution of this Lease.

12. *Default.* If the Campground Member shall default in the payment of rent when due or shall default in the performance and keeping of any of the other provisions of this Lease following ten (10) days' written notice, the Campground Member shall forfeit all rights and claims under this Lease. If the above conditions for default are met, the Association may, at its option and without further notice, terminate this Lease, and regain possession of the leased Premises in accordance with applicable law.

The Association may also recover all damages incurred as a result of the Campground Member's default, following implementation of its best efforts to mitigate its damages.

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In the event of a Campground Member's default in fulfilling the terms of this Lease, the Association shall alternatively or in addition to the remedies described above have all other remedies as permitted by law.

The remedies provided herein shall be cumulative.

13. *Attorney Fees.* In the event that any action is filed in relation to this Lease Agreement, and in the event that the Campground Member is found to be in default of this Lease Agreement, the Campground Member shall pay to the Association, in addition to all sums required as damages pursuant to any court proceeding, a reasonable sum for the payment of attorney fees.

14. *Waiver.* Waiver of any Lease defaults or breaches of the Campground Member by the Association shall not constitute a waiver by the Association of any future breaches or defaults of the Campground Member.

15. *Abandonment of Property.* Any of the Campground Member's property at or about the leased Premises or in the campground after the Campground Member vacates the Premises shall be deemed to be abandoned by the Campground Member. The Campground Member hereby authorizes the Association to dispose of this Property as abandoned property.

16. *Right to Enter Premises.* The Association reserves the right to have any member of the Board of Directors or the Campground Committee inspect, repair, alter, or add to the premises at all reasonable times and to exhibit the Premises to prospective Campground Members and others, not to include entering the Campground Members secured property.

17. *Quiet Enjoyment.* Upon the Campground Member paying the rent and performing all other provisions of this Lease, Association agrees that Campground Member shall peacefully and quietly

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have, hold, and enjoy, within the guide-lines of the Swiss Alpine Association Campground Rules and Regulations, the Premises during the term of this Lease.

18. *Notices.* Any notices required by law or by this Lease shall be sent to the Association or Campground Member at the addresses set forth in the preamble of this Lease.

19. *Binding Effect.* The covenants and conditions herein shall bind the heirs, representatives, and assigns of the Association and Campground Member. If more than one person signs this Lease as Campground Member or if the Campground Member is of the feminine sex, all references to the singular or to the masculine shall be read as if in the plural or the feminine. If more than one person signs this Lease, each person signing shall be jointly and severally liable for the performance as called for herein. This Lease shall be construed in accordance with the laws of the State of Michigan.

20. *Severability.* The provisions of this Lease are severable. While it is not intended to violate the Michigan Truth in Renting Act or any other statues, if any provision is deemed by the court to be in violation or otherwise unenforceable, the remainder of the Lease shall be unaffected thereby.

21. *Notice.* **MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH IN RENTING ACT. IF YOU HAVE QUESTION ABOUT THE INTERPRETATION OR LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.**



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Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESSES:

SWISS ALPINE ASSOCIATION

BY:

\_\_\_\_\_

\_\_\_\_\_

CAMPGROUND MEMBER:

\_\_\_\_\_

\_\_\_\_\_

