

**BENEVOLENT AND PROTECTIVE ORDER OF ELKS
SALISBURY, N.C. LODGE # 699, INC.
508 S. MAIN STREET
SALISBURY, N.C. 28144**

**ELKS FAMILY RIVER PARK AND CAMPGROUND
180 PAVILION LANE, SALISBURY NC 28146
SHORT TERM RENTAL AGREEMENT – 30 DAYS OR MORE
4/1/2025 to 3/31/2026**

THIS AGREEMENT, entered into this ____1st____ day of _____, 20____ by and between B.P.O. Elks Lodge #699, Inc., hereinafter LESSOR, and hereinafter LESSEE

(Name of Lessee) _____

(Address of Lessee) _____

(Home Phone of Lessee) _____ (Work Phone of Lessee) _____

(Cell Phone of Lessee) _____ (E: mail) _____

Emergency Contact/Relationship _____

That for in consideration of the payment of the rents and performance fees of the agreements contained on the part of Lessee, Lessor does hereby demise and let unto Lessee. Lessee hires from Lessor those premises described as: River Park Lot # ____ located on the property of Salisbury Elks Lodge #699, Inc. in Rowan County adjacent to High Rock Lake for a tenancy of the **2025 camping season**, commencing on _____ and ending on _____ and at a rental fee of **\$300.00** per ____ month, payable in advance by cash or check, and charged an electrical usage fee of \$.09 per Kwh, with a starting meter read of _____ billed monthly, or upon exit of lot, on the following **TERMS AND CONDITIONS**:

1. **ORDINANCES AND STATUTES:** LESSEE shall comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which hereafter be in force, pertaining to the use of the premises.
2. **ASSIGNMENT AND SUBLETTING:** LESSEE shall not assign this Agreement or sublet any portion of the premises without the written consent of the LESSOR. LESSEE may have guests on the premises as long as they do not cause any problem. **Guests are defined as anyone who is not an ELK member, including non-ELK family members. Spouses with spouse cards are not considered guests. Guests shall only be present when LESSEE or a sponsoring ELK member are present.** LESSEES vacating their lot for an extended period of time may make arrangements through the River Park Committee for use of that lot for that period. Each LESSEE will be provided with two active key cards. **NON-LESSEE ELK members are only allowed one active key card at a time, no spares will be sold. River Park key cards are not to be loaned to other members or guests. Lost River Park key cards will be replaced at the cost of the current key card price.** ALL VEHICLES AND BOAT TRAILERS MUST BE PARKED WITHIN YOUR LOT. If your additional vehicles or guests' cars or trailers will not fit in your lot, additional parking must be at the parking annex near the Park entrance. Please respect your neighbors and keep all your property on your lot.
3. **ELECTRICAL CHARGES:** A meter read will be completed when the camper arrives on site and upon leaving, and/or the beginning of the following month, if the lease is more than 30 days. . Electric fees will be billed by the Lodge Secretary either when leaving or by the 15th of the month. Lessees will be charged for Kwh usage from the previous meter read to current meter read at a rate of \$.09. The payment of electric billing is due 15 days from the date of the bill. Renter will forfeit any future rentals until electric payment is made. If payment is not received within 45 days of receipt of the bill, and the renter is still on site, power will be cut off and a \$25 reconnection fee will be charged. Any disagreements regarding a bill should be emailed to salisburyelks699@gmail.com or submitted in writing to the lodge.

4. **UPKEEP OF PREMISES:** LESSEE shall always keep and maintain the premises in a clean and sanitary condition, and upon termination the tenancy shall surrender the premises to the LESSOR in as good a condition as when received, ordinary wear and damage by the elements excepted. LESSEE shall be responsible for damages caused by his/her negligence or actions, and that of his/her family, invitees, or guests. **ONLY ONE CAMPER VEHICLE** per lot is allowed. Campers must be presentable and kept in good condition. "No junk or eyesores". Tents or tent-type screen rooms are permitted. **NO PERMANENT STRUCTURES are allowed on the lot without specific written permission of the LESSOR. There shall be no enclosures of any kind on the lot including outbuildings, etc.** The LESSEE is responsible for the grass mowing on individual lots and for the prompt disposal of trash and garbage. **THE CAMPGROUND SHOULD BE ATTRACTIVE, NOT AN EYESORE!**

Each lot may be landscaped by the LESSEE with the following conditions:

- A. Removal of any trees must be pre-approved in writing by the Lodge Board of Directors.
- B. Sowing grass and planting of shrubs or flowers is permitted on the lot.
- C. There can be no modification of the shoreline without permission of the Lodge Board of Directors.

The LESSEE will have access to the following:

- A. Water, if available, at the individual lot or from the shelter.
 - B. **Potable water may be turned off from December 1 until March 1 each year.**
 - C. Restroom and shower facilities.
 - D. Dock, fishing pier and boat ramp
 - E. **Electrical hook-up on individual lot, if available. Each lot has a meter and may be subject to Kwh charges. Electricity may need to be shut off for maintenance or due to emergencies, and campers will be notified prior to the shut off if possible. There is no longer an annual regular electricity shut off period.**
 - F. Shelter, on a reservation basis. (Through the River Park Committee)
 - G. Beach and swimming area.
 - H. Recreation areas as they are available.
 - I. Should utility service fail, LESSOR will correct the problem in a timely manner, however no definite timetable is established.
5. **RIGHT OF ENTRY:** LESSOR reserves the right to enter the demised premises at all reasonable hours for the purpose of inspection, and whenever necessary, to make repairs or alterations to the demised premises. LESSEE hereby grants permission to the LESSOR to show the demised premises to prospective purchasers, mortgagees, tenants, workmen or contractors at reasonable hours of the day.
6. **DEFAULT.**
- A. If LESSEE shall fail to pay rent when due, or fail to perform any term hereof, after not less than three (3) days written notice of such default given in the manner required by law, LESSOR may terminate all rights hereunder, unless LESSEE, within said time, shall cure such default. If this Agreement is terminated, for any reason, excluding that contained in subparagraph B herein below, there will be no probation or refund of funds paid to LESSEE under this Agreement. Upon written notice of a Request to vacate the leased premises, LESSEE shall vacate said premises immediately and have any and all personal property removed within 7 calendar days of the Request to Vacate. All remaining property shall be deemed abandoned and will be disposed of. The owner of the said property shall be liable for all costs and fees associated with disposal. If LESSEE abandons or vacates the property, while in default of the payment of rent, LESSOR may consider any property left on the premises to be abandoned and may dispose of the same in any manner at his discretion as allowed by law.
 - B. If LESSEE becomes unable to continue use of the lot due to severe illness incapacitating the LESSEE, or death of the LESSEE, during the term of the lease, the LESSOR agrees to reimburse the LESSEE or his ESTATE, as follows:
 - i. Before 6/12ths of the term of the agreement expires – 50% of the term fee.
 - ii. After 6/12ths but less than 8/12ths of the agreement expires – 25% of the term fee.
 - iii. After 8/12ths of the term of the agreement expires – No reimbursement.
7. **PARENT/GUARDIAN RESPONSIBILITIES:** Children under the age of 18 must be supervised at all times. The playground area is open from dawn to dusk, or during scheduled events in the pavilion and only until 10:00 pm. All children are under the same rules and regulations as members and guests. By allowing children to use the playground or other campground facilities, Parents/guardians assume any and all risk of injury to their children, specifically waive any and all claims against Salisbury Elks Lodge #699, and will indemnify Salisbury Elks Lodge #699 from any and all liability due to their children's use of the playground or other campground facilities.
7. **ADDITIONAL TERMS AND CONDITIONS: ALL RIVER PARK RULES OF SALISBURY ELKS LODGE #699 ARE IN FULL FORCE AT THE RIVERPARK, AND VIOLATIONS MAY BE PROVIDED TO THE HOUSE COMMITTEE FOR FURTHER ACTION**

- A. **ANY tampering of electric meters, without the written consent of the BOD, will be a violation of the LESSEE's lease and will result in immediate termination of a lease.**
 - B. **LESSEE's found using electricity on an extended basis from another lot without written consent and permission from the BOD, will be given a warning for the first offense, and termination upon the second offense.**
 - C. The LESSEE and guests of the LESSEE will be responsible for their own safety while on the property and on the adjoining lake. **THE LESSOR IS NOT RESPONSIBLE FOR ACCIDENTS.**
 - D. The LESSEE is responsible for securing his own belongings. The LESSEE is responsible for obtaining adequate insurance covering his/her property and any liability that may occur. **THE LESSOR IS NOT RESPONSIBLE FOR VANDALISM OR THEFT OR NATURAL DAMAGE BY THE ELEMENTS.**
 - E. **DISORDERLY INTOXICATION, USE OF ILLEGAL SUBSTANCES OR DISRUPTIVE BEHAVIOR IS NOT PERMITTED** on the property.
 - F. **LOUD MUSIC IS NOT PERMITTED ON THE PROPERTY.** Functions and events authorized by the Salisbury Elks Lodge #699 may periodically include bands and music. Quiet time is 11:00 pm – 8:00 am Sunday – Thursday and 12:00 am through 8:00 am Friday and Saturday, except during Lodge sanctioned events held at the River Park. During Lodge events, Quiet Time shall start at the stated end time for each such Lodge event.
 - G. This is a family-oriented park – **NUDITY OR EXCESSIVE AND DISTURBING PROFANITY ARE NOT PERMITTED.**
 - H. **LESSEE is responsible for disposal of his/her own garbage. A dumpster is available only for trash or garbage generated on site. Dumpsters are NOT to be used for any trash or garbage from LESSEE'S home or business. No furniture, construction materials, or large equipment are allowed in the dumpster.**
 - I. Lots are leased for occasional use and not to be used as a permanent residence except in the case of a resident caretaker.
 - J. Main entrance gate keys are provided at no cost to LESSEES who lease on an annual term basis.
 - K. Discretion should be used so as not to block traffic patterns or interfere with others at the park.
 - L. **NO PETS OF ANY KIND ARE ALLOWED TO RUN FREE OR CAUSE NUISANCE DUE TO NOISES SUCH AS BARKING OR CROWING. CURBING MUST BE AWAY FROM ANY ACTIVITY AND POOPER-SCOOPERS MUST BE USED BY OWNERS IMMEDIATELY SHOULD THE NEED OCCUR; THIS INCLUDES DOG CONTAINMENT AREAS. DOGS MUST BE ON A LEASH WHEN OFF LESSEE CAMPSITE, AND UNDER CONTROL AT ALL TIMES.**
 - M. **FIREARMS AND OTHER WEAPONS ARE NOT PERMITTED ON THE PROPERTY,** except by those with conceal and carry permits, law enforcement, or military officers (as required by position), and must be securely locked up. No firearms or weapons are permitted in public, unless authorized by Lodge for sanctioned events (ex, Turkey Shoot) ...
 - N. No **WASTEWATERS** are to be discarded on the grounds at any time. Wastewater must be retained in the camping unit and removed from the property or discharged into the campsite dumping station, if available.
 - O. River Park Rules may be updated and/or changed in writing by the Lodge Board of Directors at any time during this Agreement. All LESSEES will be notified of changes and updates will be posted on the board at the River Park. Updates and/or changes become effective upon passage.
 - P. LESSEE shall be notified of any and all violations of this Agreement and any and all rules in writing. A third written violation during the term of this Agreement shall result in immediate termination of the Agreement as contemplated herein.
 - Q. No ATV's allowed. Only golf carts will be permitted.
 - R. Modifications to power/water hook ups at campsites will be prohibited without prior written approval from the River Park Committee.
 - S. Only Elks in good standing may be LESSEES under the terms of this agreement. If any Lessee shall not. Remain in good standing, this shall be considered an automatic and immediate termination of this Agreement.
9. **GOLF CART RULES AND REGULATIONS:**
- These Rules must be adhered to by all Elks and any guests at all times. Failure to comply with any requirement may cause the Elk to lose his/her River Park privileges and cause the member and/or non-complying guest to be subject to the actions stated below under Offenses.
- A. All operators of golf carts must be licensed drivers. Operators must be able to provide a license upon request.
 - B. All vehicles must always adhere to 5 mph speed limit.
 - C. Everyone riding in the vehicle must have a seat and be seated in it while the cart is in motion: chairs strapped on are not considered acceptable seating.
 - D. After dusk, all vehicles must have operating lights.
 - E. Annual Lease Holders and transient campsite cart owners are responsible for the operation of the golf cart and including any damage that results from operation.
 - F. All violations should be reported to River Park Chairman or committee member.

