

CENTRAL OHIO AREA LIVE STEAMERS

HOBO CAMPSITE LEASE

This Lease is made between Central Ohio Area Live Steamers, Inc., 19313 County Road 6, Coshocton, Ohio 43812 (hereinafter "COALS"), and _____ (hereinafter "Member") effective as of the execution date set forth below.

COALS, as lessor, agrees to lease to Member, as lessee, and Member agrees to accept all rights and obligations under this Lease with respect to the "Hobo Campsite" as further described below and identified in "Exhibit A" attached hereto situated at the Mill Creek Central Railroad facility at 19313 County Road 6 in the Township of Jackson, County of Coshocton, State of Ohio, in accordance with the terms and conditions set forth below.

NOW, THEREFORE, intending to be bound hereby, the parties agree as follows:

1. Definitions. The following words and phrases when used in this Lease shall have the meanings given to them in this section unless the context clearly indicates otherwise:

- a) Hobo Campsite will consist of any area surrounding a Board of Directors approved building structure (small skid mounted shed) plus five feet outside of the approved structure and held for lease to Members and identified in Exhibit A.
- b) "COALS' Leasing Agent" is the agent appointed by the COALS Board of Directors to oversee leasing operations. Until such time as the Board of Directors notifies its Lessees of the appointment of another agent, COALS' Leasing Agent is the COALS' President or his assigns.
- c) The Hobo Campsites will be located just to the west of the Keith Block and the Bryan Loop.

2. Rent, Fees and Term. Member agrees to pay, without demand, as rent for the Hobo Campsite the total sum of \$_____, in advance, to Central Ohio Area Live Steamers, Inc., 19313 County Road 6, Coshocton, Ohio 43812. The term of this Lease shall be for up to one year, commencing on _____ and ending on April 30th of the following calendar year. A deposit of \$20.00 is required for each key that is assigned, if any. The deposit shall be returned to the Member upon his or her surrender of the key to COALS's Agent.

3. New Construction and Initial Reservation. Members wishing to lease a Hobo Campsite for the very first time or wish to lease an additional Hobo Campsite should contact the COALS' Leasing Agent, who will add the Member to a list of those interested in a Hobo Campsite ("COALS Hobo Campsite Waiting List"). Those Members who qualify, as determined solely by the Board of Directors, will be asked to provide funding for the preparation of the site. All new site preparation will not commence until the Board of Directors determines that sufficient funding has been collected to proceed with the installation of the shed. With this lease, Member hereby agrees to fund \$_____ for the preparation of the site, payable upon the execution of this lease. Any issues with the collection of Rents, Fees or Funding after the signing of this Agreement will make this document null and void.

4. Alterations and Improvements. Member shall make no alterations to the Hobo Campsite without the prior written consent of COALS's Agent, with the exception that Member is permitted to remove personal property of Member that is removable without damage to the Hobo Campsite.

5. Maintenance and Repair. Member shall keep and maintain the Hobo Campsite, the shed, any structures and all contents on the Leased site in a reasonably clean and sanitary condition and repair during the term of this Lease and any renewal thereof. In the event of any damages to the Hobo Campsite, Member shall immediately inform the COALS' Leasing Agent and shall, at a Member's sole expense, make proper repair of said damages in such a manner as to restore the Hobo Campsite to its condition at the inception of this Lease, normal wear and tear excepted. If Member fails to make such repairs after reasonable notice from COALS, COALS may make such repairs and charge the same to Member or any against any pre-paid rent.

6. Right of Inspection. COALS' Leasing Agent or any member of the Board of Directors shall have the right at all reasonable times during the term of this Lease and any renewal thereof to inspect the Hobo Campsite and any improvements or alterations made therein.

7. Holdover by Member. Should Member remain in possession of the Hobo Campsite following the end of the term of this Lease without the consent of the COALS's Leasing Agent, a month-to-month holdover tenancy shall be created between COALS and Member at (twenty-five percent) 25% of the prior year's annual rental rate charged each month, but subject to all other terms and conditions of this Lease (e.g. a prior years lease rate of \$100 for the year would be \$25 per month). Member shall pay all rent in advance, without demand, at rates set in advance from time to time by COALS and shall remit payment to COALS within thirty (30) days of the commencement of any holdover term. Failure to make payment in accordance with this provision shall result in the termination of this Lease, and Member shall immediately surrender the Hobo Campsite.

8. Surrender of Track and Transfer of Title to COALS. Upon the termination of this Lease, Member shall vacate and surrender the Hobo Campsite in as good a state and condition as it was at the commencement of this Lease, reasonable wear and tear excepted, and shall return all keys, if any, to COALS' Lease Agent. If Member's shed, any structures and any contents on the Leased site remains on the Hobo Campsite after thirty (30) days from the date of termination of the Lease, COALS' Lease Agent shall notify Member by United Postal Service by regular certified mail that Member's equipment must be removed within thirty (30) days. In the event that Member's the

CENTRAL OHIO AREA LIVE STEAMERS

HOBO CAMPSITE LEASE

shed, any structures and any contents on the Leased site remains on the Hobo Campsite after those additional thirty (30) days, then all of Member's right, title and interest in and to all such equipment shall automatically pass to COALS without further notice or other action required.

9. Binding Effect. The covenants and conditions herein contained shall apply to and bind the parties and their respective executors, administrators, heirs, legal representatives, and assignees.

10. Termination. Either party may terminate this Lease without cause at any time upon thirty (30) days written notice to the other party with no reimbursement of the Lease except as described below. If this Lease is terminated by COALS prior to the expiration of the then-existing term, other than for a change of Membership, then after deducting any amount owing by Member for damages under paragraph 5 above, COALS shall reimburse to Member the rent for the balance of the Lease term on a pro-rata basis. This Lease will terminate immediately if the Member ceases to be a regular member of COALS with no reimbursement of this Lease. However, this Lease shall continue for the balance of the then-existing term in the event of Member's death and, upon request of a family member, can be transferred with Member's same rights, obligations and privileges to a family member upon their death. Proper membership of COALS is still required.

11. Sublease with Sharing Member. Member may not assign or sublet all or a portion of the Hobo Campsite to another Regular Member ("Sharing Member") without the prior written approval of the COALS Board of Directors. The Sharing Member's interest shall be subordinate to Member's interest, and the Sharing Member must immediately vacate the Hobo Campsite if the Lease terminates for any reason. The Board of Directors may deny approval of a sublease for any reason, including, but not limited to the overburdening or monopolization of leased sites and the need to give preference to members currently on COALS' Hobo Campsite Waiting List. Any purported assignment or subletting without the prior written approval of the Board of Directors shall be null and void and the Board of Directors, at its sole discretion, could terminate this Agreement.

12. Swaps / Relocation. Member may not swap his or her Hobo Campsite with that of any other Member. The COALS Leasing Agent has the right, for any reason, to have the shed, structures and contents on the lease relocated to a new site in the Hobo Camp.

13. Correspondence. Any notices or other correspondence between COALS and Member shall be sent by United States Postal Service, or electronic mail to Member at his or her address or electronic mail of record or to the President of COALS at the Mill Creek Central Railroad address set forth above, or jimhenry@millcreekcentral.com as the case may be.

14. Other Terms.

- a. Only sheds owned by qualifying members of COALS who are allowed to enter a lease for said sites may utilize a Hobo Campsite.
- b. Except for evictions and the recovery of past-due rent and other sums due, which may be pursued in the manner provided by Ohio law, any unresolved disagreement between the parties utilizing the Hobo Campsites shall be resolved by a simple majority vote by secret ballot of the Board of Directors after both parties present their case at a regular scheduled board meeting, which shall be the sole and exclusive method of resolving disputes under this Lease apart from evictions and the recovery of past-due rent and other sums.
- c. All volatile material shall be stored in an approved container only. COALS' Lease Agent reserves the right to remove any container that the Agent determines as unsafe.
- d. No volatile material shall be stored in any storage building unless specifically approved by the COALS' Lease Agent on a per case basis.
- e. Member's must occupy (overnight stays) the Hobo Campsite at least three (3) different scheduled COALS Track Meets or other scheduled events or work sessions (scheduled or unscheduled) during the term of this Lease to maintain the year-to-year tenancy and opportunity to renew this Lease. The Track Meet Logbook shall be the record employed by COALS' Lease Agent to determine the number of events at which Member's leased site was occupied during the term of this Lease. Member may appeal in writing to COALS' Lease Agent for a waiver from this provision if extenuating circumstances prevent compliance, however Member shall not be permitted to appeal for a waiver for the Hobo Campsite for more than three consecutive years.
- h. If a Hobo Site is offered to members on the waiting list, the member has 30 days to enter into a Lease agreement and another 30 days to occupy the site with the member's shed. If the member does not Lease, pay for and occupy the site within that 60-day period, the lease may be terminated with monies refunded and the member will be placed back on the bottom of the waiting list.
- i. The failure of COALS or COALS' Leasing Agent at any time to enforce COALS's rights under this Lease strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions, and covenants of this Lease or as having in any way or manner modified the same.
- j. COALS shall not be liable to Member or any Sharing Member for any loss or damage whatsoever including, but not limited

CENTRAL OHIO AREA LIVE STEAMERS

HOBO CAMPSITE LEASE

to, inconveniences, temporary suspension of utility or other services, or limitations upon Member's access to, or use of, the Hobo Campsite. COALS shall not be liable for any damage or loss to Member arising from the total or partial destruction of any building by fire or other casualty or by the resulting termination of this Lease or loss of use of all or any portion of the Hobo Campsite by Member or any Sharing Member.

k. Neither COALS nor its Board of Directors, agents, servants, or employees shall be liable for, and Member and Sharing Member hereby releases them from, (a) any damage to property of Member or Sharing Member, (b) the loss or damage to any property of Member or Sharing Member by theft or otherwise, (c) any injury or damage to persons or property resulting from fire, explosion, falling material, steam, gas, electricity, electrical disturbance, water, rain, snow, weather or leaks from any part of any building or from the pipes, appliances, or plumbing works or from the roof, street, or sub-surface or from any other place or by dampness or mold or by any other cause of whatsoever nature (whether similar or dissimilar to those above specified), unless intentionally caused by or due to the gross negligence of COALS, its agents or servants, or (d) any such damage caused by other tenant or tenants or persons in any COALS facility or on the property.

l. If more than one Member has executed this Lease, the liability of each for any rent due or damages owed shall be joint and several.

m. This Lease will remain in affect year- to- year exclusive of increases in rent.

n. This Lease constitutes the entire agreement between the parties and no other documents or oral statements purporting to amend or modify this Lease shall be binding or enforceable. Any amendments to this Lease must be in writing and executed by both parties and in accordance with the By-Laws of the Central Ohio Area Live Steamers, Inc.

o. This Lease has been executed in and shall be governed by and construed in accordance with the laws of the State of Ohio, without reference to conflict of law principles. Parties agree venue of any legal issue shall exclusively be Coshocton County, Ohio.

IN WITNESS WHEREOF, the parties have executed this Lease at 19313 County Road 6 in the Township of Jackson, County of Coshocton, State of Ohio on this ____ day of _____ 20____.

Central Ohio Area Live Steamers, Inc.

Member: _____

Signature: _____

By: _____

Signature: _____

Member: _____

Title: _____

Signature: _____

CENTRAL OHIO AREA LIVE STEAMERS HOBO CAMPSITE LEASE

EXHIBIT A