



BALD HEAD ASSOCIATION
P.O. BOX 3030
BALD HEAD ISLAND, N.C. 28461

2021 Garden Lot Lease Agreement

The Bald Head Association Garden Lot is a facility provided for Bald Head Island property owners in good standing with the Bald Head Association who wish to conduct gardening activities. Garden Lots are provided on a first come, first serve basis and the BHA office staff will maintain a waiting list as needed. The Association may make provisions to utilize the available lots in the most effective manner, while preserving the aesthetic beauty of the site. The Bald Head Association's Executive Director shall be responsible for administering the BHA Garden Lots and can be contacted as noted at the conclusion of this document.

The following constitutes the agreement between the Bald Head Association ("BHA") and ("LESSEE").

This Agreement, dated for the purposes of reference only this 1st day of January, 2021 by and between BHA and LESSEE.

In consideration of the mutual promises and covenants set out herein, BHA does hereby let, permit and rent to LESSEE that certain Garden Lot area identified as Garden Lot # at 230 North Bald Head Wynd, Bald Head Island, North Carolina 28461

1. **Rental.** LESSEE shall pay to BHA as rent for the term of this lease, the sum of **\$250.00 per lot/ per year** (or prorated portion thereof), due and payable in advance upon the execution of this Lease Agreement. This rental amount is based upon the current rate of expenses incurred by the BHA to pay for LESSEE's water, electrical usage and other expenses to maintain the garden lots. Upon expiration of the Term of this Rental, a determination of the actual total annual costs of water, electrical usage and other expenses for all Garden Lots will be undertaken. Should the actual total annual costs exceed the annual total projected costs for all lots for January 1 through December 31, 2021, all Garden Lot LESSEES will be assessed, equally and individually, that portion of the costs in excess of the anticipated annual expenses for 2020. This assessment will be payable to the BHA. **Garden lots are to be watered via a hand held hose or water from the rain barrels. No overhead irrigation or mechanical/unattended drip irrigation will be allowed.**
2. **Term.** The term of this lease shall not exceed 12 months, commencing on the signing of this lease, and terminating at midnight on December 31 of the lease year. A LESSEE who may enter into this Lease Agreement for a Term of less than 12 months shall pay a prorated portion of the Rental. If a LESSEE terminates the lease prior to the end of the term, no refund of rent will be returned to the LESSEE. A notice of renewal or extension of the Lease Agreement will be sent in writing to the LESSEE, dated at least thirty (30) days prior to the expiration hereof. No renewal of the Lease is guaranteed, and the rental rate for each renewal (if any) may be increased by BHA.

3. Use. The Garden Lot(s) leases hereby shall be utilized solely for the purpose of Gardening Activities by LESSEE only.

4. **PLEASE FILL OUT BLANKS OR CORRECT INFORMATION BELOW**

Name of BHI Property	
Owner:	
Address/City/State/Zip:	
Telephone Off Island:	
Fax:	
Telephone On Island:	
Fax:	
Email:	

5. LESSEE agrees to maintain Garden Lot so as not to interfere with adjacent Garden Lots and to keep the designated Garden Lot in a clean and sightly manner; to abide by the rules and regulations of BHA as promulgated from time to time, and to promptly return the Garden Lot to a reasonably natural state upon the expiration of the Lease term if the LESSEE or BHA elects not to renew the agreement. Tools will be kept stored in the garden tool shed when not in use. Violation of this provision shall be grounds for immediate termination of this Lease Agreement, at the option of BHA.

The LESSEE is responsible for ensuring that the visitor/guest adheres to the requirements of this agreement. Children and pets are not to be left unattended or without adult supervision.

6. Risk of Loss. BHA is not responsible for theft, damage or other loss to materials, LESSEE's Garden Lot, or any part thereof, nor will BHA accept possession or bailment of any such articles left on the LESSEE's Garden Lot. LESSEE will hold the BHA harmless from Personal Injury associated with LESSEE's activities in association with the Garden Lot and will hold the BHA harmless for loss of or damage to materials used, left or used in association with, Garden Lot activities.
7. Remedies. Upon failure of LESSEE to pay rent, or upon failure of LESSEE to comply with any other terms or provisions of this Agreement, BHA may immediately terminate this lease agreement. Notice of such removal action shall be given by BHA to LESSEE's last known address, and LESSEE shall be given ten (10) days to tender all monies owed to BHA for any outstanding rents or costs.
8. Insurance. BHA provides no insurance relating to utilization of the Garden Lots under this Lease Agreement or otherwise.
9. Assignment. This Lease Agreement, and LESSEE's rights hereunder, may not be assigned, transferred or conveyed to any other person or entity, and any attempted assignment, transfer or conveyance shall be grounds for immediate termination of this Lease Agreement, at the option of BHA.
10. Rental Rates. Subject to change without notice or permission.

WITNESS our hands and seals as of the date herein first above written.

BALD HEAD ASSOCIATION:

By: _____
Carrie Moffett
Executive Director

Date: _____

Mailing address for rent and notices:

Bald Head Association
PO Box 3030
Bald Head Island, NC 28461
(910) 457-4676 x 21 / 457-4677 Fax
carrie@baldheadassociation.com

LESSEE:

Printed Name: _____

Signature: _____

Date: _____
