

**LEASE AGREEMENT
FOR 6 LAKEVIEW DRIVE, LAKE GEORGE, NEW YORK**

BY THIS AGREEMENT DATED: _____, 200__

BETWEEN

LANDLORD: BRIAN ALAN EISEN LINDA SAMPSON 401K TRUST, HAVING AN ADDRESS AT 4 Crestview Avenue, Cortlandt Manor, New York 10567

AND

TENANT: _____, HAVING AN ADDRESS AT _____

LEASE TERM: Term of this lease shall be _____ weeks, to commence on _____, 200__ and end on _____, 200__, and for any additional period agreed to by the Parties.

1. RENT: Tenant agrees to pay to Landlord as rent for the demised premises the sum of _____ Dollars (\$) per week/month in advance sixty (60) days before the rental term and prior to taking possession.

2. SECURITY: On execution of this lease, Tenant shall deposit with the Attorney for the Landlord, one half of the weekly rental rate involving the Lease Term. _____ Dollars (\$) , receipt of which is acknowledged by Lessor, as security for the faithful performance by Tenant of the terms hereof security is to be returned to Tenant, without interest, on the full and faithful performance by tenant of the provisions hereof. Provided Tenant has abided by lease terms, Landlord shall return the security deposit to Tenant at the address above no more than thirty days after lease ends, or when landlord has received all miscellaneous bills during tenant occupancy, whichever comes first. Landlord will withhold, and tenant agrees to pay, long distance telephone bills and pay-per-view movies. Tenant also agrees to pay damages caused by Tenant other than normal wear and tear. In the event charges for phone, cable, and damages exceed security deposit, Landlord will bill Tenant and Tenant agrees to reimburse any additional charges.

The Security Deposit shall be due upon signing of the Lease.

3. USE: Tenant agrees that the demised premises shall be occupied by no more than six (6) people, consisting of _____ adults and _____ children. Property may be used for residential purposes only. Tenant may not sublet or assign lease to others.

4. POSSESSION: If Landlord can not deliver premises in the beginning of the lease term for whatever reason, Landlord shall not be held liable. Ending date of the original Lease Term shall remain unchanged. Landlord will notify Tenant when possession is available. Check in time will always be 3:00 PM. Landlord=s maximum liability under this clause will be to refund the pro-rated share of Rent for the term when Landlord was unable to give possession.

5. CANCELLATION: This lease is non-cancellable. Should Tenant, for whatever reason, be unable to take possession of premises, Landlord agrees to attempt to rent the unit to another party. If Landlord fails to rent unit, Landlord will keep all monies under this lease and return security deposit.

If Landlord rents unit for less than the agreed rent, Landlord will refund difference between actual rent and rent paid by future Tenant.

6. DAMAGE: Tenant must immediately inform Landlord of any fire or other damage to the property, any emergency situations, and/or any repair work necessary to the unit.

7. ASSOCIATION RULES: No glass or alcoholic beverages are permitted at the pool or beach area, or at the tennis courts, or in other common areas. No trailers, boats, motorcycles, commercial or recreational vehicles are allowed to be stored on property unless garaged. Automobiles are to be parked in garage when practical. Garage door is to remain open for ingress and egress only. No major repairs to automobiles or other machinery are to be made on the driveway or other parts of the Property. Noise, music, etc., is to be kept to a level that will ensure that all neighbors have the right to peaceful enjoyment of their units. Smoking allowed on deck only. No activities by Tenant shall result in the emission of noxious or offensive odors. No clothes lines may be erected. Pets, if allowed by this lease, must be quiet, leashed, and cleaned up after. Refuse is to be disposed of in dumpsters furnished for that purpose. Please recycle. No flammable or hazardous substances are to be utilized on the property. Windows and doors are to be closed and locked at all times when no adults are on Property. Children under 16 must be accompanied by an adult when at the beach or pool areas.

8. BOATS: Tenant is entitled to exclusive use of Dock # 11, which has a 20' dock. Landlord is not responsible for damage to or loss of boat regardless of cause.

9. INSTRUCTIONS: Landlord has placed instructions for everything in a loose leaf binder on the counter in the kitchen. Tenant agrees to read and obey instructions involving all appliances, electronics and grills.

10. DEFAULT: Should Managing Agent or Board of Directors notify Landlord that Tenant is not in agreement with terms of this lease, or by-laws, Landlord will immediately notify Tenant. If Tenant fails to immediately correct any default, Landlord reserves the right to cancel lease and evict Tenant. In this case there will be no refunds.

11. REPRESENTATIONS: Tenant has read and understands the terms of this lease. All agreements between Landlord and Tenant are contained in this lease. Any modifications to this lease can only be contained in a similar signed and executed Addendum.

12. HOLDOVER: If Tenant holds over after the lease term, a two (2) day rent charge shall be assessed per day or part thereof.

13. SURRENDER OF PREMISES: At the expiration of the lease term the Tenant has to follow the simple instructions for preparing the unit for check out. The unit must be vacant by check out time which is 12:00 Noon. Tenant shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

14. ASSIGNABILITY: This lease is NOT assignable.

15. ALTERATIONS: Tenant shall not change or alter anything in the unit.

16. ARBITRATION. Any dispute or controversy arising among the parties hereto regarding any term, covenant or condition of this agreement or the breach thereof shall, upon written demand of any party hereto, be submitted to and determined by arbitration before the American Arbitration Association, in Lake George, New York, by a panel of one arbitrator, in accordance with the rules of the Association then in effect. Any awarded rendered shall be made by means of a written opinion explaining the arbitrators' reasons for the award. The arbitrators may not amend or vary any provision of this agreement. Judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction, which court shall have the power to review such award for compliance with this agreement.

17. ATTORNEY=S FEES: If the Tenant shall any time be in default hereunder, and if the Landlord shall institute an action or summary proceeding against the Tenant based upon such default, then the Tenant will reimburse the Landlord for the expense of reasonable attorneys= fees and disbursements thereby incurred by the Landlord.

18. FLOOD OR FIRE: If because of conditions beyond the control of the Landlord, Tenant understands that there will be short notice if either of these two conditions exists and that it automatically breaks the Lease. Tenant shall receive a full refund of any funds received in full settlement and termination of this Lease.

19. NATURAL DISASTERS: Tenant assumes the risk of loss of time involving situations beyond the control of the Landlord such as hurricane, loss of power, wind storms, blizzards, etc.

20. MISCELLANEOUS: Landlord shall have access at anytime in emergency situations.

21. PET POLICY: No pets are permitted.

22. CLOSING: Please be neighborly. Contact the Landlord with any questions. And enjoy your Green Harbour vacation!

LANDLORD

TENANT