

RV SITE RENTAL AGREEMENT

THIS RENTAL AGREEMENT made and entered into on this _____ day of _____, 201__, by and between **STOW-A-WAY MARINA & RV PARK**, hereinafter referred to as Park, and _____, hereinafter referred to as Visitor.

WITNESSETH:

THAT in consideration of the site rental, covenants, and agreements to be kept and performed by Visitor hereunder, Park demises to Visitor and Visitor leases from Park, the property more particularly described below, subject to the terms and conditions as hereinafter set forth:

1. Park hereby leases to Visitor certain property described as Lot# _____, whose address is 13988 Calvary Road, Willis, Texas, lot _____ (the "Property") within the **STOW-A-WAY MARINA & RV PARK**, (hereinafter referred to as "Campground") for installation by Visitor(s) of Visitor(s)'s Recreational Vehicle, Model _____ ("Visitor(s)'s RV") to be occupied by Visitor(s) and Visitor(s) immediate family, consisting of those adult(s) and children. Identified below:

_____ (adult)

_____ (adult)

_____ (child)

_____ (child)

2. The initial term of this rental agreement shall be for a period of 1 month, commencing on the _____ day of _____, 201__, and terminating on the _____ day of _____, 201__. ("Initial Term") Assuming there are no defaults or changes on the part of Visitor(s) during the Initial Term, this Rental Agreement will automatically renew. During any Renewal Term the rental rates and payment plan options may change. This Rental agreement may be terminated by Park or Visitor(s) each giving the other 30 days written notice. If terminated during the Initial Term by Visitor(s), Park will make all attempts to re-rent the Property; however, Visitor(s) will be responsible for any unpaid rent through the conclusion of the Initial Term. If for any reason a state or local branch of government or the Park determines that

either the Visitor(s)'s RV or the Property is not habitable, then this rental agreement shall automatically terminate and Visitor(s)'s sole remedy against Park shall be the return of any prepaid yet un-accrued rent.

3. VISITOR(S)'S FINANCIAL OBLIGATIONS:
Visitor(s) is individually responsible for the rental amount, which is comprised of all consideration paid by Visitor(s) to Park for all financial obligations of Visitor(s) to Park related to the rental term. Rents are to be paid by credit card, check, cash or money order during office hours; or deposited in the night deposit; or mailed to Stow-A-Way Marina and RV Park, 13988 Calvary Road, Willis, Texas 77318. Cash should not be deposited in the night deposit as its receipt is not guaranteed. All rents are due on or before the 1st day of each month or period.
RV The rental amount required of Visitor(s) residing in **STOW-A-WAY MARINA AND PARK** consists of the following charges:

A. BASIC SITE RENTAL: (Initial chosen option)

___ Option 1 - **Annually** \$4,200.00 payable in full on the first day of January.

___ Option 2 – Seasonal Plan: This plan is for May 1 – Sept 31st each year. \$3,800.00 payable on the first day of May.

----- Option 3 -- **4 PAY Annual PLAN** - payments of \$1,125.00 (\$4,500.00/year) payable on January 1st, April 1st, July 1st, and October 1st. (Note: This plan is available only to year round visitors. However, anyone enrolled in the 4 pay plan, is obligated for at least \$3,800 regardless of whether they stay the full 4 quarters or not.)

___ Option 4 - **Monthly** payments of \$400.00 (\$4,800.00/year) payable on or before the first day of each month. (Note: Option 3 is designed for year round visitors. Non year round monthly visitors must pay \$600 for May through October and 350 for November through April.)

Water, sewage, basic cable, existing limited wireless internet, trash receptacles (dumpsters), and use of the Campground Recreational Facilities is included in the Basic Site Rental.

B. ELECTRICITY:

Electricity is Visitor(s)'s responsibility. Electric bills are posted at the 1st of each month and are due upon receipt with a 10 day grace period thereafter. An advance deposit may be used for convenience.

C. GUEST FEE:

If Visitor(s) has a guest for a length of 1 day or more, a fee of \$3.00 per person, per day will be charged (the "Guest Fee"). The Guest Fee may be paid by Visitor(s) on a daily basis or if opted, added to Basic Site Rental.

D. DELINQUENT CHARGES:

Visitor(s) shall be required to pay \$15.00 for rent paid or postmarked after the 7th day of the month ("Delinquent Rent Charge").

Visitor(s) shall be required to pay \$10.00 per month for electric fees paid or postmarked after the 10th day of the month ("Delinquent Electric Charge").

Three consecutive delinquent charges or habitual late charges may result in the termination of this agreement by the Park.

E. DEPOSIT:

A deposit of \$100.00 shall be required prior to occupancy to assure Visitor(s)'s faithful performance of its obligations under the terms of this rental agreement.

Upon termination of this Rental Agreement, Park shall refund the above referenced security deposit(s) and/or prepaid rents, the balance thereof remaining to Visitor, after first deducting sums which include: Visitor's nonpayment of rent or utilities; damage to the leased property; nonfulfillment of the terms of this agreement; unpaid bills, and costs of removal and storage of Visitor(s)'s RV or personal property thereon after a summary ejectment proceeding; Park's costs, including legal fees, in connection with terminating the tenancy created hereby.

5. VISITOR(S)'S RESPONSIBILITIES AND OBLIGATIONS:

A. Visitor(s), its immediate family and Guests agree to abide by those Rules and Regulations for Community Living ("Park Courtesies") of the Park. A copy of the current Park Courtesies is attached hereto and incorporated herein by reference. The parties hereto agree that the Park Courtesies may be amended from time to time, those amendments being reasonable and necessary for the proper and efficient operation of the Campground and for the health, safety, and welfare of all the residents of the Campground. The parties hereto agree that the Park Courtesies will not be changed without notification to Visitor(s) at least thirty (30) days prior to implementation of such change.

B. Visitor(s) hereby acknowledges receipt of a copy of the Park Courtesies, and acknowledges that prior to executing this Rental Agreement he or she had a reasonable opportunity to read and review this Rental Agreement and the Park Courtesies and by signing this Rental

Agreement, he or she binds himself or herself to fully abide by this Rental Agreement and the Park Courtesies.

C. The Visitor(s) shall not assign or sublease its rights to this Rental Agreement, or any interest therein, and shall not sublet the Visitor(s)'s RV or the Property, or allow any other person or persons to occupy or use Visitor(s)'s RV or the Property without the specific, written consent of the Park. Any assignment or subletting without the Park's consent shall be void, and shall constitute a default by Visitor(s) under this Rental Agreement.

D. Visitor(s)'s RV must be tied down, underpinned, and sewer lines hard piped within 60 days of this Rental Agreement. Only approved PVC or plastic underpinning is authorized. Failure to do so will result in immediate termination of this Agreement.

E. Visitor(s), occupants, Guests, immediate family members, or other persons related to or affiliated in any way with Visitor(s), shall not engage in any unlawful activity.

6. TERMINATION:

Park may IMMEDIATELY TERMINATE, WITHOUT PRIOR NOTICE OR THE OPPORTUNITY TO CURE, Visitor(s) for:

(a) Non-payment of rent;

(b) Conviction of a violation of federal or state law or local ordinance, which violation may be deemed detrimental to the health, safety, or welfare of the other Visitors;

(c) Violation by Visitor(s) of any provision of this Rental Agreement or the Park Courtesies. If Visitor(s) fails to vacate the Property voluntarily after termination, Park may bring an action for summary ejectment and Visitor(s) agrees to pay all costs, expenses, and a reasonable attorney's fee which may be incurred or expended by Park.

7. The name and address of the Park or person authorized by the Park to receive notices is Stow-A-Way Marina & RV Park, 13988 Calvary Road, Willis, Texas 77318. Any notice by Park to Visitor(s) shall be mailed to Visitor(s) at Visitor's address in the campground or by posting the notice on the door of the Visitor's RV.

8. The Rental Agreement shall be binding upon, and inure to the benefit of Park and Visitor(s) and their respective heirs, personal representative, or successors, and assigns.

9. An RV will not be considered part of this property. However, any appurtenances approved by the Park added by the Visitor becomes the property of the park. RV's may not be sold on the Park grounds without written consent of the Park,

and use of the RV cannot be transferred to another party. If consent is given by the Park to sell the RV in place, the Park (while not involved in the price of the transaction) reserves the right to approve the new visitor, complete with applicable credit checks and the new visitor must qualify for entry into the Campground and must complete a new application for Rental. This includes Visitor(s) respective heirs, personal representative, or successors, and assigns, should the original Visitor become not of sound mind and body or deceased. RV units older than 10 years may be approved, however, and the approval is solely in the Park's discretion. All subsequent purchasers, respective heirs, personal representative, or successors, and assigns are required to enter into a Rental Agreement with Park prior to occupancy of Visitor(s)'s RV.

10. This Agreement represents the entire understanding of the parties. It supersedes all prior or contemporaneous agreements, understandings, inducements, or conditions, express, implied, or written. No termination, revocation, waiver, modification or amendment of this agreement shall be binding unless in writing and signed by all of the parties hereto.

11. Under no circumstances shall Visitor(s) hold or attempt to hold Park responsible or liable for any injury suffered by Visitor, members of Visitor's family, or Visitor's guests or agents, and Visitor(s) agrees to hold Park harmless from any costs or expense of account thereof.

12. Visitor(s) hereby acknowledges that it has inspected the Property, that no representations or inducements have been made other than those expressed herein

13. Park shall have access to the Property and to Visitor(s)'s RV upon reasonable advance notice to Visitor(s).

IN WITNESS WHEREOF, the parties have executed this Rental Agreement as of the date and year first above written.

VISITOR(S):

Applicant

Co Applicant

PARK:

STOW-A-WAY MARINA AND RV PARK

By _____
Park Manager