

CONLEY BOTTOM RESORT R.V. PARK AGREEMENT

RV SITE # _____

Conley Bottom Resort, Inc., hereafter called C.B.R. does hereby let to the undersigned R.V. owner hereinafter called "Renter" space for only one R.V., subject to such regulations as the C.B.R. may make respecting the use thereof.

1. The term of this rental agreement is from _____ to _____. The rental is for RV Site # _____ at the rate of \$ _____, and is not refundable under any circumstances. The payment of the RV site is expected on or before April 1, the beginning of the contract year. **We now offer three options for payments. These options include pre authorized Credit Card payment, pre authorized ACH payment and also Personal Check by mail.** Electric billings are sent quarterly and payment is required within ten (10) days after receipt of invoice. Renter understands that he/she/they cannot use the site as a part time residence, i.e., Renters cannot use the site more than thirty (30) days during any sixty (60) consecutive day period. When Renter's R.V. is absent from the R.V. Park, then C.B.R. may rent the site and the income will be divided equally between Renter and C.B.R.
2. Credit is extended only as a courtesy and the Renter agrees to pay within ten (10) days after receipt on invoice for all items authorized to be charged to Renter's account including marina bill, and agrees to pay a service charge of 1 ½% per month on all accounts (including delinquent rent or electric fees) not paid in full (18% rate annual).
3. Only one (1) R.V. per site at all times. R.V. sites may not be rented or sublet by Renter. Rent payments will not be refunded.
4. **R.V. Sites Do Not include a boat slip with site. A boat slip may be leased thru the Marina office with a extra cost if interested. The R.V. Site is only intended for (1) R.V. per site. Boats and Boat trailers are not permitted to be parked or stored at the R.V. site. Boats and Boat trailers will need to be registered in a boat slip, patio parking or if just the boat trailer can be registered at boat trailer parking.**
5. R.V. shall be parked in a uniform manner as set forth by C.B.R. Each R.V. site shall comply with all ordinances and regulations of the federal, state, county or municipal governments and C.B.R. All R.V. must be mobile at all times.
6. R.V. sites shall be attractively maintained by the Renter and kept neat, clean, free of litter and trash and kept in an orderly fashion.
7. R.V. site alterations or changes of any kind must be approved, in writing, by C.B.R. Cutting on, removing of or driving nails into any trees or other plants and any rearranging of R.V. Site expressly forbidden.
8. Parking allowed only in the designated area. Large trucks, boats, boat trailers or other types of trailers are to be parked in an area designated by C.B.R. C.B.R. reserves the right to limit and govern all parking in the lease area. Speed limit on all Conley Bottom Resort, Inc. roads is ten miles per hour, unless posted otherwise.
9. Boats or other vehicles are not to be washed or repaired in the R.V. Park. They may be washed in an area designated for such purposes.
10. All Renters must maintain an up to date record of the vehicle license number and make of the R.V. at C.B.R. office. Any and all guest of the Renter must register at the office before visiting the R.V. Park. Renter is in all aspects responsible for Renter's guests and visitors.
11. No pets allowed unless on a leash and attended by owner at all times. Pets must be toileted off the R.V. grounds in an area designated by C.B.R. Any noisy pet will not be tolerated.
12. Quiet hours in the park will be between 12 midnight (EST) and 8:00 a.m. (EST). All children should have adult supervision at all times.
13. Owners of golf carts shall be responsible for all guests driving golf carts on the Conley Bottom lease area. The golf cart must be accompanied with a licensed driver. Golf carts are absolutely not permitted to be driven in the Conley Bottom lease area during dark hours.
14. Gasoline or motor fuel is not permitted to be stored on R.V. site nor transferred from shore to dock, walkways or boats.
15. It is mutually agreed that Conley Bottom Resort, Inc., its employees, assigns or agents shall not be liable in any manner for the safe keeping or condition of the R.V. and is not responsible therefore as warehouseman, liveryman or bailee, but that the condition between the parties is simply that of landlord and renter, and it is understood and agreed by the Renter that C.B.R. will not be responsible or liable for any damage or loss to or of the said R.V., its contents, gear, equipment or property either upon said site or upon the premises of C.B.R., for any cause whatsoever, or for injury to the Renter or invitees occasioned by any cause upon C.B.R. premises of adjacent thereto.

Owner's Initials _____

16. All items creating the appearance of a permanent residence is prohibited. These items should include, but not limited to, permanent foundations, roofing, decking, outbuildings, shade shelters, windbreaks and permanent trailer skirting.

17. This agreement is for the use of one (1) R.V. site only, and such space is to be used at the sole risk of the Renter. Renter for himself, his heirs and assigns, hereby agrees to save C.B.R., its employees, assigns and or agents harmless from any and all liability or damages for personal injury, loss of life, or property damages to himself, his family, his employees, invitees, guests and agents arriving out of or in connection with the condition for the aforementioned R.V. and accessories or the use of C.B.R. premises and facilities; and the Renter, for himself, his heirs and assigns, hereby releases and agrees to indemnify and hold harmless C.B.R., its employees, assigns and agents, from any and all liability for, or loss of or damage to the above described property or the contents thereof, due to wind (example-trees falling and or limbs), fire, theft, collision, inundation, accident or like causes. C.B.R. is not considered under this agreement as an insurer of the Renter's property, and the Renter should secure such insurance as he desires.

18. Should a breach of this agreement or violation of these or other posted rules and regulations occur, C.B.R. may terminate this agreement by written notice to Renter at the address contained in this agreement. Said termination shall become effective fifteen (15) days after such notice is mailed. Within such 15 days, Renter shall pay all sums due C.B.R. and remove the R.V. from the premises. Furthermore, C.B.R. shall have a lien against the described R.V., its appurtenances and contents, for unpaid sums due for use of R.V. park facilities or other services, or for damage caused or contributed to by Renter to any property of C.B.R.

19. If any repairs, painting, maintenance, cleaning or other work is done by anyone other than the owner, that person **MUST** have a current Certificate of Insurance on file at C.B.R. Without a valid Certificate of Insurance on file at C.B.R. **NO WORK CAN BE DONE.** It is the Owner's responsibility to see that the person doing the work has a valid certificate on file at C.B.R. All vehicles must have a permit.

20. If for any reason you are vacating the RV site please contact the Marina on your intentions as to whether you are vacating for temporary reasons or permanent. This is for your protection of the RV site.

21. Waiver of any one condition by C.B.R. shall **NOT** be deemed a continuing waiver.

22. This agreement expresses the entire understanding of both parties.

Renter's Name (Signature) _____ (Print) _____

Address _____

City, State, Zip _____

Phone Number (Day) _____ (Night) _____

(Other) _____ (E-Mail) _____

Type of Space _____ Site # _____ Rent for Rental Period \$ _____ **PAYABLE IN ADVANCE.**

Description of R.V. (Make) _____ (Length) _____

R.V. (Color) _____ (License No.) _____

Other Vehicle _____ (Make) _____

Vehicle (Color) _____ (License No.) _____

Please initial the front side of contract, fill in the above information completely and return this contract along with your full payment to Conley Bottom Resort.

INCOMPLETE or INCORRECT CONTRACT INFORMATION can jeopardize the ability of Conley Bottom Resort, Inc. to protect your R.V.

**CONLEY BOTTOM RESORT, INC.
270 CONLEY BOTTOM ROAD
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(606) 348-6351**