

UNIVERSITY STATION MOTORCOACH & RV RESORT

2021 Rental Agreement

Name: _____

Site #: _____

Address: 3076 Al St Hwy 14, Auburn, AL 36832

Rate: _____

Mailing Address: P.O. Box 96, Loachapoka, AL 36865

Cash/Ck#/CC# _____

E-Mail: reservations@universitystationrvpark.com / Phone: 334-821-8968

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: WORK: _____

HOME: _____

CELL: _____

E-MAIL: _____

EMERGENCY CONTACT: _____

RV DESCRIPTION: MAKE: _____

MODEL: _____

YEAR: _____ TAG #: _____

LENGTH: _____ COLOR: _____

OTHER NEEDS / COMMENTS: _____

NAMES OF OTHER RVS WITH YOUR GROUP: _____

DEFINITIONS

1. "Campground" means the property known as University Station RV Resort, LLC.
2. "Management" shall mean University Station RV Resort, LLC, its subsidiaries, parent corporations, successors and predecessors in interest and present and former agents, representatives, employees, officers, directors, shareholders, contractors, subcontractors, invitees, licensees, attorneys or anyone acting on its behalf or at its direction.
3. "Parties" means the parties to this Rental Agreement.
4. "Property" means the campsite assigned by Management, which is located in the Campground.
5. "Campground's Rules and Regulations" means the rules and regulations attached as Exhibit "A" to this Rental Agreement.
6. "Guest" means _____, his/her family members occupying on the Property and any authorized guest who has been approved by Management.
7. "Guest's Property" means Guest's recreational vehicle and any other personal property located on the Property.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereto agree as follows:

8. Rental of the Property. Management hereby agrees to rent the Property to Guest.
9. Rate & Billing. The rate schedule for this agreement is as follows:
 - (a) **Fall Season Package***:
 - i. Lot Number: _____
 - ii. Area: _____ Rate: _____ Discount: _____ Discounted Rate: _____ Cash/
CK/CC# _____ Paying Deposit _____ or Paying in Full _____
 - iii. 25% - Fall Season _____ (Due Nov. 15, 2020 / \$200 Discount _ 9 months)
(Due by Dec. 1, 2020 / \$100 Discount _ 8 months) (After Dec. 1, 2020 / No Discount)
(Deposit, then # of Payments left divided by months thru Aug. 1, 2021 is your monthly payment.)
 - iv. Billing Schedule: _____ **Monthly Amount Due** on the first of each
month ___ Late after the 5th w/ 5% late fee on Balance.
 - v. Term: Beginning Date of Agreement: _____ Ending Date of Agreement: _____
First Payment (Deposit) _____ Monthly Payment _____
 - (b) **Fall Season w/ SOL: (12 Month Agreement)**
 - i. Lot Number: _____
 - ii. Area: _____ Rate: _____ Discount: _____ Discounted Rate: _____ Cash/
CK/CC# _____ Paying Deposit _____ or Paying in Full _____
 - iii. 12 months from start date.
 - iv. Deposit Amount Due at Agreement Signing \$600 - SOL _____
 - v. Billing Schedule: _____ **Monthly Amount** due on the first of each month
Or _____ Paid in Full due at agreement signing _____
 - vi. Term: Beginning Date of Agreement: _____ Ending Date of Agreement: _____
First Payment (Deposit) _____ Monthly Payment _____
 - (c) **Storage**:
 - i. Dry Storage Rate: _____
 1. Dates of Stay: _____
 2. Billing: _____ per Month
 - ii. Electric Storage Rate: _____
 1. Dates of Stay: _____
 2. Billing: _____ per Month
 - iii. Store on The Lot Agreement: \$250/Month
 1. Dates of Stay: _____
 2. Billing: _____ per Month

(d) Overnight

- i. Area _____
- ii. Lot # _____
- iii. Rate: _____
- iv. Dates: _____
- v. # of nights: _____
- vi. Total Amount: _____

(e) Monthly*

- i. Amount _____
- ii. Only available during the off season

(f) Annual Rental Agreement

- i. Amount _____
- ii. Term _____ Beginning Date of Agreement: _____ Ending Date of Agreement: _____
- iii. Renewal Discount _____
- iv. Amount due _____ Cash/Ck/CC# _____ Date paid: _____
- v. Beginning Date of Agreement _____, Ending Date _____

I(Guest) Agree to these rates. Guest's Initials _____

*O&M Charges apply to this package

10. Operations & Maintenance Deposit. University Station RV Resort has established an Operational & Maintenance Deposit that is required to be paid by each **Fall Season Package, Fall Season Package Holder with a Store on the Lot Agreement, Monthly, or Annual Rental Agreement.** The O & M deposit was established to cover additional expenses incurred by University Station RV Resort, should it become necessary, that are not pre-determined or planned in advance. Monthly invoices will be sent out monthly throughout the agreement term. The O & M deposit covers items such as, damage to lots and utility connections caused or used by guests, whether intentional or accidental, but still have to be repaired. This would include items such as:

- (a) damage to electrical pedestals
- (b) park owned satellite
- (c) sewer and water components, etc.
- (d) clean up of trash and debris on lot after guest departure
- (e) removal, disposal or storage of personal items left on lot after guest departure
- (f) utility usage (water, sewerage, electricity, satellite equipment)
- (g) damage to buildings owned by the park
- (h) damage to street signs, lights, etc.
- (i) insurance

The total O & M Deposit will be determined by Park Management. An initial deposit of \$200 per lot will be due on August 1st of each year. An invoice from University Station RV Resort will be sent out monthly via email detailing any charges, with payments due monthly. The \$200 deposit will be applied toward any balance owing at the end of your agreement.

- 11. Store on Lot Agreement: Store on the Lot agreements require monthly payments of rate listed above and includes the right to leave your recreational vehicle on your rented lot out of Fall Season. You may not stay overnight in your camper out of season without notifying management and paying an additional nightly rate of \$30.00. Lots must be kept up in accordance with all cleanliness requirements of this agreement and anything left on your lot out of season including but not limited to golf carts, fences, tents, chairs, grills, equipment, etc. is subject to removal and a clean up fee as provided under the Operations and Maintenance Fee in this agreement.
- 12. Lease Payments. Guest promises and agrees to pay Management agreed upon rate stated in this agreement for using and occupying the Property during the term of this Agreement. Management reserves the right to increase rates during the renewal period. If Management does increase rates during the renewal period, Guest may terminate the Agreement by providing written notice within thirty (30) days of Guest's receipt of notice by Management of the rate increase.

13. Late Payment for Agreements. Guest will pay Management an initial 5% late fee on the balance due received five (5) days after due date. **Guest's Initials:** _____
14. Returned Checks. Guest will pay Management **\$50.00 for any checks returned for insufficient funds.** In the event a check is returned to Management, Guest hereby agrees to make all future payments to Management either by cash, money order or cashier's check.
15. Cancellation Policy. Game Day Weekend reservations require full payment 30 days prior to reservation date. A \$50 reservation fee is due at booking and is non-refundable. The reservation fee is applicable to the amount due for the reservation. Full reservation amount is due within 30 days of reservation date. Cancellations within the 30 day period prior to reservation date will not be refunded. Fall Season Packages are nonrefundable and cannot be terminated early. **Guest's Initials:** _____
16. Lodging Tax. Any agreement for occupancy for less than 90 days will be assessed applicable state and local lodging taxes.
17. Use of Property. The Property will be used by Guest as an RV camping lot only and for uses normally incident to such a residence and for no other purpose. Guest may not use the Property for business purposes or allow others to use the property without the Guest present.
- (a) RENTING OR SUBLETTING: Guest(s) shall not sublease or otherwise rent all or any portion of Guest(s) recreational vehicle or the premises. Guest(s) shall not assign or encumber his or her interest in this Rental Agreement or the premises. No consent to any assignment, encumbrance, sublease or other renting shall constitute a further waiver of the provisions of the paragraph. If Guest(s) consist of more than one person, a purported assignment, voluntary, involuntary, or by operation of law, from one person to the other shall be deemed an assignment with the meaning of this paragraph.
- (b) Clubhouse Rental and Use Policy: Use of the clubhouse may be reserved and used for a fee. A separate rental and reservation agreement must be signed.
18. Campground's Rules and Regulations. Guest will observe the Campground's Rules and Regulations at all times. Guest is responsible for informing Guest's guests, invitees and family members of the Campground's Rules and Regulations. The Rules and Regulations form must also be signed along with this agreement for filing in our office.
19. Acts or Omissions Constituting Default. The following events shall be deemed to be events of default by Guest under this Rental Agreement:
- (a) Guest's failure to pay rent in accordance with the terms of this Rental Agreement;
- (b) Guest's failure to perform or comply with any term or condition in this Rental Agreement; or
- (c) Guest's failure to comply with the Campground's Rules and Regulations.
- i. TERMINATION OF RENTAL AGREEMENT BY GUEST: Guest(s) understands that this Rental Agreement will remain in effect and Guest(s) will be liable to pay rent as set forth in this Agreement whether or not the Guest(s) occupies the space or maintains a recreational vehicles at the space for the term of this Rental Agreement.
- ii. Termination: Any Guest or agreement holder, or their Guest, or Visitor who is in violation of this Agreement or in violation of the Rules and Regulation is cause for immediate termination of this Agreement. In the event that this agreement is breached, all potential refunds are at the discretion of University Station RV Resort Management. An act of default by the guest removes any first right of refusal for a lot and makes it available for rent to other guests.
20. Management's Remedies for Default. In the event of default by Guest, Management shall have the option to terminate this Rental Agreement by providing thirty (30) days written notice of termination. Pursuit of termination of this Rental Agreement shall not preclude pursuit of any other remedies provided in this Rental Agreement or provided by law, nor shall pursuit of termination of this Rental Agreement constitute forfeiture or waiver of any rental payment due to Management hereunder or any damage accruing to Management by reason of Guest's default.
21. Maintenance of the Property and Building Structures. Guest will throughout the term of this Rental Agreement and any renewals or extensions of it, at Guest's own expense and risk, maintain the Property (e.g., fireplace, fire pit, fire ring, porch, patio, lawn, landscaping, trash, tents, etc.) and all improvements on the Property in good order, appearance, and condition, including but not limited to making all repairs and replacements necessary to

- keep the Property and improvements in that condition. Any tree or limb on the Guests site that becomes dangerous or poses a threat to any structures which the Management is unable or decides is unsafe to remove because of the Guest's camper, trailer, boat, garage, shed, carport or other property of Guest that the Management decides must be removed will become the expense of the Guest unless they are able to move their property so that the tree or limb can be disposed of safely by the Management.
22. Failure to Maintain Property. If Guest fails to perform its obligation to maintain the Property within a reasonable time after written notice from Management of the need for repair, improvement or maintenance, Management may enter the Property and make the repair or improvement or perform the maintenance or Management may have the repair or improvement made or maintenance performed by another. In either event, Guest will be responsible to reimburse Management for the cost of such repair, improvement or maintenance.
 23. Right of Inspection. Upon reasonable notice to Guest, Management shall be entitled to enter upon the Property and inspect the Property at any time during normal business hours. Management shall cooperate with Guest to ensure that such inspections shall not unreasonably interfere with Guest's use or enjoyment of the Property.
ENTRY UPON RESIDENT'S SPACE: The Park shall have a right of entry upon the land on which a recreational vehicle is situated for maintenance of utilities, maintenance of premises if the occupant fails to do so, and the protection of the Park at any reasonable time. However, such entry shall not be in a manner at a time which would interfere with the occupant's quiet enjoyment. The Park may enter a recreational vehicle without the prior written consent of the occupant in the case of an emergency or when the occupant has abandoned the recreational vehicle.
 24. Alterations to the Property. Guest shall not alter the Property or any part thereof without first obtaining Management's written approval of such alteration; and Guest agrees that any improvements to the Property shall become the property of the Management and shall remain upon the Property; unless Management shall elect to require the restoration of the Property to its original condition, in which event Guest agrees to comply with such requirement prior to the expiration or other termination of this Rental Agreement.
 25. Storage of Personal Property. During the term of this Rental Agreement, Guest shall be entitled to store Guest's Property on the Property so long as the property upkeep standards are met. These standards include but are not limited to no loose chairs, trash, bikes, tents, tent frames, fire pits, RV equipment, satellite dishes, wiring, etc. may be left on the site while the Guest is not present. Storage of Guest's Property shall be stored at the sole risk of Guest. Management is not responsible, nor liable if Guest's Property is lost or stolen or damaged in anyway.
 26. Abandonment of Guest's Property. If at any time, Guest abandons Guest's Property, Management shall have the right, without notice, to store or otherwise dispose of Guest's Property at Guest's expense. Property is considered abandoned after 14 days.
 27. Storage of Guest's Recreational Vehicle on the assigned lot. Guest may leave Guest's RV on the Property out of Fall Season **only** with a Fall Season Package with a Store on the Lot Agreement. Any of Guest's Property that is stored on the Property during this time period is being stored at the sole risk of Guest. Management is not responsible, nor liable for any of Guest's Property that is lost, stolen or damaged in anyway. It is the sole responsibility of the Guest to properly store their own campers and trailers.
 28. Assignment. This Rental Agreement may not be sold, assigned or transferred by Guest without prior written approval of Management.
 29. Alternative Dispute Resolution. In the event of any controversy between the Parties involving the construction or application of any of the terms or conditions of this Rental Agreement, or involving the performance or lack of performance of any of the terms or conditions of this Rental Agreement, the Parties shall use their best efforts to resolve such controversy by exchanging relevant information and negotiating in good faith.
 30. Legal Costs. If any action at law or in equity becomes necessary to enforce or interpret any term or condition of this Rental Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and necessary disbursements (including but not limited to, expert witness fees and deposition costs) incurred or made by it in addition to any other relief to which it may become entitled.
 31. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.
 32. Forum Selection. Any action arising out of or relating to this Rental Agreement shall be brought and deemed to arise in Lee County, Alabama. The Parties hereby submit to the exclusive jurisdiction of Lee County, Alabama.

33. Prior Agreements, Understandings and Representations. This Rental Agreement supersedes all prior agreements, understandings and representations.
34. Modifications. This Rental Agreement cannot be altered, changed or modified except in a writing executed by a duly authorized representative for each of the Parties, and the provisions of this Rental Agreement may not be waived by the Parties unless that waiver is expressed in writing and signed by a duly authorized representative of each of the Parties.
35. Successors and Assigns. This Rental Agreement shall be binding upon and shall insure to the benefit of the respective successors and assigns of the Parties to this Rental Agreement.
36. Waiver. Waiver by either party of any breach of any provision of this Rental Agreement shall not be deemed to be a waiver of any other breach of said provision or any other provision of this Rental Agreement.
37. Unenforceability or Invalid. If any provision of this Rental Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not render the entire Rental Agreement invalid. Rather, the Parties' intention is that the Rental Agreement should be construed as if not containing the particular invalid or unenforceable provision, and the rights and obligations of each party should be construed and enforced accordingly.
38. Notices. All notices required and/or sent under this Rental Agreement shall be delivered by hand or courier or sent to the Parties by postage-paid, first-class mail at the following addresses until either party notifies the other party of a change in the notifying party's address:

Physical: University Station RV Resort LLC	Mailing: University Station RV Resort LLC
3076 AL St. Hwy 14	P. O. Box 96
Auburn, AL 36832	Loachapoka, AL 36865

39. Joint Efforts. The Parties agree that this Rental Agreement shall be deemed for all purposes prepared through the Parties' joint efforts and shall not be construed against one party or the other as a result of the preparation, drafting, submittal, or other event of negotiation, drafting or execution of this Rental Agreement.
40. Good Faith. The Parties agree to perform their obligations under this Rental Agreement, in all respects in good faith.
41. Titles, Headings and Indexes. Titles, headings and indexes of sections of this Rental Agreement are for convenience of reference only and shall not affect the construction of any provision of this Rental Agreement.
42. Effect on this Agreement: Guest agrees that this Rental Agreement contains the entire Agreement between the parties regarding the rental of space within the Park. All prior negotiations or stipulations concerning this matter which preceded or accompanied the execution of this Agreement are conclusively deemed to have been superseded by this written Agreement. This Agreement completely supersedes any prior Agreement of the parties, whether in writing or oral.
43. Electricity Policy: Tampering with the electric equalizer unit is cause for immediate termination of this camping agreement and all camping privileges immediately revoked from University Station RV Resort campground without refund.
44. Removal Policy: Seasonal Campers are required to provide means of removing the Camping Unit when appropriate or when this Agreement deems necessary. In the event this Agreement is terminated, the Seasonal Camper agrees to immediately remove all debris, decking, and shed prior to the removal of the Camping Unit from University Station RV Resort campground property. Patios and stone walkways must remain on the campsite and may not be removed. If the Camping Unit is removed prior to the removal of all other personal property, the remaining items, including the deck & shed, are considered abandoned and become the immediate property of University Station RV Resort. Failure to remove scrap decking, sheds, or debris from the campsite (other than good decks, sheds, patios, and walkways), upon your departure, is subject to a site clean-up fee of up to \$300.00. Any damage to the site will not be refunded, and if the site is left in unusable condition, you're subject to repair fees, lost income fees, etc.
45. Release of Liability:
 - (a) Campground's Rules and Regulations. GUEST will observe the Campground's Rules and Regulations at all times. GUEST is responsible for informing his/her guests, invitees and family members of the Campground's Rules and Regulations.

(b) Acts or Omissions Constituting Default. The following events shall be deemed to be events of default by GUEST under this Agreement:

- (i) GUEST's failure to pay rent in accordance with the agreed upon terms;
- (ii) GUEST's failure to perform or comply with any term or condition in this Agreement; or
- (iii) GUEST's failure to comply with the Campground's Rules and Regulations.

(c) RV Park Owner/Management's Remedies for Default. In the event of default by GUEST, RV Park Owner/Management shall have the option to terminate the GUEST's stay.

(d) Maintenance of the Property. GUEST will throughout their stay, at GUEST's own expense and risk, maintain their personal property and site (e.g., fire pit, fire ring, porch, patio, landscaping, trash, etc.). GUEST shall ensure their camping site stays clean, in good order, appearance, and condition. RV Park Management shall be notified by GUEST if a tree or limb on their site is a potential hazard. If tree or limb removal is required, GUEST shall grant access to Park Management for the purpose of tree removal. This may involve the GUEST removing their camper, shed, vehicles, and personal items from the site.

(e) Storage of Personal Property. During the term of the GUEST's rental agreement/stay, GUEST shall be entitled to store GUEST's Property on the Property. Storage of GUEST's Property shall be stored at the sole risk of GUEST. **University Station RV Resort Management and Staff** are not responsible, nor liable if GUEST's Property is lost or stolen or damaged in anyway.

(f) Abandonment of GUEST's Property. If at any time, GUEST abandons GUEST's Property, **University Station RV Resort Management** shall have the right, without notice, to store or otherwise dispose of GUEST's Property at GUEST's expense.

(g) Storage of GUEST's Camper or Trailer. GUEST may leave GUEST's camper or RV on the Property according to rental agreement and with proper notice to the **University Station RV Resort Management and Staff**. Any of GUEST's Property that is stored on the Property during this time period is being stored at the sole risk of GUEST. **University Station RV Resort Management and Staff** is not responsible, nor liable for any of GUEST's Property that is lost, stolen or damaged in anyway. It is the sole responsibility of the GUEST to properly store their own RVs, campers and trailers. If rental payments are due and not made on-time by GUEST, while the GUEST's RV/Camping unit is being stored, then GUEST will be considered in default of agreement and the **University Station RV Resort Management and Staff** has the right to evict GUEST and begin procedures for disposing or taking ownership of GUEST's RV/camping unit.

(h) Release. GUEST hereby agrees that **University Station RV Resort Management and Staff** shall not in any event be liable to GUEST for any claims, losses or damages of any nature, unless specified in this lease agreement arising at any time, from any cause whatsoever, whether arising in tort, contract, warranty, strict liability, by operation of law, or otherwise, even if as a result of **University Station RV Resort Management and Staff** negligence or fault, connected with guest's use or occupancy of the property.

(i) Indemnification. GUEST shall defend, indemnify and hold harmless **University Station RV Resort Management and Staff** from any third-party claim, loss or damage resulting from this agreement or arising out of GUEST's use or occupancy of the property.

(j) Limitation of Remedies. GUEST agrees that the sole remedies from any claim, loss or damage resulting from or arising out of this agreement or out of GUEST'S use or occupancy of the property shall be limited to the total amount of rental payments GUEST paid to **University Station RV Resort** under this agreement.

(k) Force Majeure. **University Station RV Resort** shall not be deemed in default with respect to **University Station RV Resort's** performance of any of the term or condition under this Agreement if any failure of **University Station RV Resort's** performance shall be due to any restrictions of law, regulations, orders or other governmental directives, labor disputes, war, blockade, strike, lockout, riot, civil commotion, rebellions, invasions, sabotage, epidemic, virus, pandemic, outbreak, fire, explosion, accident, flood, storms, acts of God or other similar events.

(l) Titles, Headings and Indexes. Titles, headings and indexes of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

46. Use Prohibited. The recreational vehicle and premises shall be used only for private residential purposes and no business or commercial activity of any nature shall be conducted thereon.

Guest Signature:

Date:

Owner:

Date: