

University Station RV Resort, LLC Agreement

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

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

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

Guest Information Form

RATE: _____

Name: _____

LOT #: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: CELL: _____ WORK: _____

SPOUSE: _____ WORK: _____

E-MAIL Primary: _____

E-MAIL Secondary/Spouse: _____

EMERGENCY CONTACT NAME &
NUMBER: _____

RV DESCRIPTION: MAKE: _____

MODEL: _____

YEAR: _____ TAG #: _____

LENGTH: _____ COLOR: _____

OTHER NEEDS / COMMENTS: _____

I. Definitions

- a. OWNER – refers to University Station RV Resort, LLC, the owner of rented property
- b. PROPERTY – Includes the campground and real estate owned by University Station RV Resort, LLC including the Guest's rented LOT/camp site as well as amenities throughout the property, roads, infrastructure, etc.
- c. LOT – Refers to the specific campground site or "LOT" assigned to the Guest
- d. PERSONAL PROPERTY – includes a guest's recreational vehicle, camping supplies including tents, chairs, tables, grills, TV's, tents, etc.

II. Rates & Packages

a. Rate & Billing. The rate schedule for this agreement is as follows:

i. Fall Season Package:

1. Lot Number: _____ Area: _____ Rate: _____
Discount: _____
2. TERM: BEGINNING DATE _____
ENDING DATE _____
3. Deposit Payment \$ _____ (Minimum 25% non-refundable down payment required to reserve lot)
4. PAYMENT TERMS: **PLEASE CHECK ONE OF THESE PAYMENT OPTIONS**
☐ Paid in Full
☐ 25% Deposit and Monthly Payment Plan ending in June.
Monthly payments will be calculated based on remaining balance due after deposit is applied. All monies due by June 30th.
5% LATE FEE applied if payment not received each month per agreed upon payment plan
☐ 25% Deposit and balance paid in full by March 31st
5. Operations & Maintenance charges apply to this package

ii. Fall Season w/ Store on Lot: (12 Month Agreement)

1. Lot Number: _____ Area: _____ Rate: _____
Discount: _____
2. TERM: BEGINNING DATE _____
ENDING DATE _____
3. Deposit Payment \$ _____ (Non refundable)
4. PAYMENT TERMS: **PLEASE CHECK ONE OF THESE PAYMENT OPTIONS**
☐ Paid in Full
☐ Deposit and Monthly Payment Plan ending in November. Monthly payments will be calculated based on remaining balance due after deposit is applied. All monies due by November 30th. AUTO DRAFT PAYMENT IS REQUIRED EACH MONTH.
5% LATE FEE is applied if payment not received each month per agreed upon payment plan
5. 14 Night max stay per month during off-season. \$30/night charge for overnight stays during off-season with notification prior to stay required. Overnight stays past 14 nights within the same month will be billed at \$100/night during off-season

6. Operation & Maintenance charges apply to this package and must be set up on a monthly AUTO DRAFT WITH CREDIT CARD OR ACH PAYMENT INFORMATION ON FILE

iii. Annual Rental Agreement (12 Month Agreement) REQUIRED IF PERMANENT STRUCTURE IS ON THE LOT

1. Lot Number: _____ Area: _____ Rate: _____
Discount: _____
2. TERM: BEGINNING DATE _____
ENDING DATE _____
3. PAYMENT TERMS: PLEASE CHECK ONE OF THESE PAYMENT OPTIONS
☐ Paid in Full
☐ ½ Paid up front and remaining balance paid by May
4. 14 Night max stay per month during off-season. Overnight stays past 14 nights within the same month will be billed at \$100/night during off-season
5. Operation & Maintenance charges apply to this package and must be set up on a monthly AUTO DRAFT WITH CREDIT CARD OR ACH PAYMENT INFORMATION ON FILE

b. Out-of-Season Monthly (JANUARY – JULY)

1. Monthly Rate:
2. \$300 Operation & Maintenance Deposit required at time of check-in. Monthly O&M charges will applied and be deducted from this deposit. Any overage over \$300 will be automatically drafted from a credit card or ACH payment information on file
3. Reservations less than 90 days are subject to 6% lodging tax.

III. Operations and Maintenance Deposit

- a. 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 throughout the agreement term. The following expenses may be deducted from the O&M Deposit:
 - i. damage to electrical pedestals, sewer & water components, park owned satellite, etc.
 - ii. clean up and removal of trash, debris and personal items on lot after guest departure (**NO ITEMS CAN REMAIN ON LOT AFTER FALL SEASON FOR FALL SEASON PACKAGES. THIS INCLUDES TENTS, TENT FRAMES, TABLES/CHAIRS, GRILLS, FIRE PITS, ETC.**)
 - iii. clean up and removal of damaged PERSONAL PROPERTY of the Guest if not done within a timely manner after notification

- iv. utility usage (water, sewage, garbage, electricity, satellite equipment take down)
 - v. annual AD VALOREM taxes for lot improvements
 - vi. damage to buildings of OWNER
 - vii. damage to street signs, lights, etc.
- b. The total O & M Deposit will be determined by Owner. **An initial deposit of \$300 per lot will be due on July 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 \$300 deposit will be applied toward any balance at the end of your agreement. Should the monthly expenses or any charges applicable exceed the deposit balance, the excess will be billed to the guest

Guest's Initials _____

IV. Rules and Regulations

- 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. At any time if deemed necessary, Management may remove from the park a USRV GUEST and/or their guests if rules are being broken, an act of vandalism has occurred in the park or Management feels the GUEST is causing an unruly disturbance which affects the stay of others.
- c. Use of PROPERTY - The PROPERTY will be used by Guest as an RV camp ground only and for uses normally incident to such camping 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
- d. 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 (i.e. Airbnb, Vrbo, etc.)

Guest's Initials: _____

- e. 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
- f. LOT Integrity Standards - All LOTs must be maintained in an orderly and clean fashion including, but not limited to the following:
 - i. Any improvements and PERSONAL PROPERTY must be within the boundary of the LOT, which is from inside of power pedestal to inside of power pedestal and be maintained in an orderly and clean fashion including but not limited to neat and orderly fireplaces, fire pits, fire rings, porches, patios, lawn, landscaping, trash cans, tents, etc.
 - ii. Any walls on walled structures must be part of the design of the structure. No mismatching or piecemealed tarps for walls of different colors or material
 - iii. No tents with holes or ripped siding
 - iv. No torn flags
 - v. No ripped or torn canopies
 - vi. No broken satellites can be left lying around LOT

- vii. For Annual Guests, dog fences are allowed but the grass must be kept cut inside and outside of dog fences at all times otherwise guest will be asked to remove it. For Fall Season Packages, dog fences are allowed during the season but must be removed after the season is over
 - viii. The LOT cannot become a storage space for personal property exposed to the elements
 - ix. For Store on Lot guests, utility trailers must be parked in our utility trailer lot for \$20/mo.
 - x. Upon the termination of your Rental Agreement, you must take everything with you, otherwise it becomes the property of OWNER and GUEST may be charged a clean-up/trash out fee
 - xi. Respect your neighbors' space and their stay as they do yours
 - xii. LOTs not maintained will be subject to up to a cleanup fee for each clean up at owner's discretion
 - xiii. Guests who do not abide by these standards and/or remedy their deficiencies in a reasonable time forfeit their rental agreement and are subject to agreement being terminated by Owner
- g. Noise/Disturbance – Guests must abide by quiet time policies set by the Owner and be respectful of the other guests, visitors on the property
- h. Lawn Maintenance – During the term of this agreement, the Guest is responsible for maintaining the lawn. Mowers and weed eaters are available to borrow at the OWNER Office. Guest's agree to accept liability for mowers, use of the mowers, or any other equipment borrowed by the guest and agree to replace or repair if any damages are caused by Guest
- i. 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
- j. Visitors of Guests: Cohabitors of Guest will agree to observe Campground's Rules and Regulations at all times
- k. Right of Inspection - Upon reasonable notice to Guest, Owner shall be entitled to enter the LOT and inspect the Property at any time during normal business hours. Owner shall cooperate with Guest to ensure that such inspections shall not unreasonably interfere with Guest's use or enjoyment of the PROPERTY. In the event of an emergency, including but not limited to fire, water leak, or risk to health/safety, Owner may enter the recreational vehicle without prior written notice. Owner may also enter a recreational vehicle if it has been abandoned or believed to be abandoned
- l. Alterations to the PROPERTY - Guest shall not alter the PROPERTY or any part thereof without first obtaining Owner's written approval of such alteration
- m. Additional Habitable Tents: No additional habitable tents are allowed on LOT. Habitable tents require dry camping reservations
- n. Storage of PERSONAL PROPERTY - During the term of this Rental Agreement, Guest shall be entitled to store Guest's PERSONAL PROPERTY on the lot so long as the property upkeep standards are met. No loose chairs, trash, bikes, tents, tent frames, fire pits, RV equipment, satellite dishes, wiring, etc. may be left on the LOT while the Guest is not present. Storage of Guest's PERSONAL PROPERTY shall be stored at the sole risk of Guest. Owner is not responsible, nor liable if Guest's PERSONAL PROPERTY is lost or stolen or damaged in anyway

- o. Tents – tents are allowed during a reservation period. Tents must be kept orderly and clean. Location must be approved. No mis-match coloring, tarps, etc. Damaged tents are subject to removal at owner's discretion and guest's expense
- p. Storage Buildings – storage buildings are allowed on lots with an Annual Lease agreement or a Fall Season agreement but the type of storage building must be approved and the placement of the storage building must be approved as well. All storage buildings must be removed at the termination or end of the reservation agreement. Any storage buildings not approved are subject to removal at the owner's discretion and guest's expense
- q. Pets - Owner has the right to ask for pet's removal from pet-free locations or the property if pet becomes a nuisance
- r. Low Speed Vehicles - Low speed vehicles must be registered at OWNER Office prior to use on the PROPERTY. Proof of insurance is required along with a signed waiver of liability and acknowledgment of the rules and regulations. A \$25 fee per vehicle registration is required on all low-speed vehicles. OWNER only allows golf carts or "side by sides" and any other slow-moving vehicle is subject to removal at guest's expense. You must have a valid driver's license to operate a low-speed vehicle. Unregistered low speed vehicles or drivers are subject to fines at owner's discretion
- s. OWNER reserves the right to perform a background check and/or credit check for any reservations at any time and occupancy is contingent on satisfactory report including but not limited to clean criminal, rental, and credit history

Guest's Initials: _____

V. Miscellaneous

- a. This contract contains the final and entire agreement and understanding between the parties and is the complete and exclusive statement of its terms. This contract supersedes all prior agreements and understandings (whether written or oral) in connection therewith
- b. Assignment -This Rental Agreement may not be sold, assigned or transferred by Guest without prior written approval of Owner
- c. 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
- d. 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
- e. Choice of Law - This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama
- f. 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
- g. Prior Agreements, Understandings and Representations - This Rental Agreement supersedes all prior agreements, understandings and representations
- h. 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

- i. Successors and Assigns - This Rental Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Parties to this Rental Agreement
- j. 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
- k. 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
- l. 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
3016 AL St. Hwy 14	P. O. Box 96
Auburn, AL 36832	Loachapoka, AL 36865

Notice by email shall be deemed received on the next business day after transmission if no delivery failure is reported

- m. 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.
- n. Good Faith - The Parties agree to perform their obligations under this Rental Agreement, in all respects in good faith.
- o. 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.
- p. 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.

VI. Payments and Billing

- a. Late Payment for Agreements - Guest will pay Owner an initial 5% late fee on the balance due received five (5) days after due date
Guest's Initials: _____
- b. Returned Checks/ACH Direct Debit - Guest will pay Owner **\$50.00** for **any checks returned for insufficient funds**. In the event a check or payment is returned, Guest hereby agrees to make all future payments to Owner either by cash, money order or cashier's check
- c. **Non-Refundable Reservations – all deposits and payments for all reservations including Fall Season Packages, Store on the Lot Packages, and Annual Package are non-refundable**

- d. Card on file - In order to make a reservation, an active credit card or ACH information must be utilized. OWNER reserves the right to bill this payment option upon any violations of this agreement including past due operation & maintenance charges.

VII. Default

- a. Acts or Omissions Constituting Default. The following events shall be deemed to be events of default by Guest under this Rental Agreement:
 - i. Guest's failure to make payment in accordance with the terms of this Rental Agreement;
 - ii. Guest's failure to perform or comply with any term or condition in this Rental Agreement; or
 - iii. Guest's failure to comply with the Campground's Rules and Regulations
 - iv. Abandonment of Guest's PERSONAL PROPERTY - If at any time, Guest abandons Guest's PERSONAL PROPERTY, the agreement shall be in default. PERSONAL PROPERTY is considered abandoned after 14 days. Guest shall have five (5) business days from receipt of written notice of default to cure any non-monetary default prior to termination, except in the case of tampering with utilities, which shall be grounds for immediate termination. Any PERSONAL PROPERTY owned by guest left on the lot or premises after the termination of this agreement is considered abandoned
 - v. Tampering with any utility meters, infrastructure, or other property of Owner is cause for immediate termination of this camping agreement and all camping privileges immediately revoked from University Station RV Resort campground without refund
 - vi. In the event that this agreement is breached, all monies owed to Owner are due immediately. Guest must leave the premises immediately and leave the lot in its original condition and Owner reserves the right to remove guest and any PERSONAL PROPERTY from the premises. The Owner reserves the right to enforce the terms of this agreement and seek any remedies permitted under applicable law

VIII. Liability and Indemnification

- a. GUEST hereby agrees to hold Owner and it's agents, employees, and representatives harmless for any and all 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, except to the extent caused by the gross negligence or willful misconduct of OWNER or its agents, connected with guest's use or occupancy of the PROPERTY
- b. Photo & Media Release. Guest grants Owner permission to use photographs, video, or other media taken on the Property that include Guest, for marketing, social media, and promotional purposes, without compensation. Owner agrees that such use will be in good taste and consistent with promoting the Property.
- c. Indemnification. GUEST shall defend, indemnify and hold harmless OWNER, Owner 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, including reasonable attorneys' fees and court costs, arising out of or in connection with any third-party claim

- d. 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 payments GUEST paid to OWNER under this agreement
- e. Force Majeure. OWNER shall not be deemed in default with respect to OWNER'S performance of any of the term or condition under this Agreement if any failure of OWNER or 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

IX. LOT Improvements and Building on Lot Agreement

- a. **NO IMPROVEMENTS, ADDITIONS, MODIFICATIONS TO LOTS OR EXISTING STRUCTURES MAY BE MADE WITHOUT OWNER'S APPROVAL**
- b. In the event of unauthorized modifications, Guest shall be given ten (10) days to return the lot to its original condition prior to termination of this Agreement
- c. OWNER allows LOT improvements on the lot under certain conditions. Those conditions include an annual rental agreement, and a separate LOT improvement and building agreement approved by the owner and executed by both parties

Guest Signature: _____

Date: _____