

FIELDSTONE RV PARK SEASONAL/MONTHLY SITE LEASE

This LEASE AGREEMENT, made this _____ day of _____, 20____, between the LANDLORD, Fieldstone RV Park, 110 202nd Street, Arnolds Park, Dickinson County, Iowa, 51360, and the TENANT:

Address: _____

Home Telephone No.: _____; Cell Phone No.: _____

1. LANDLORD agrees to lease to the TENANT, Camping Site No. _____ in the _____ area of Fieldstone RV Park.

2. The Lease Term shall begin on the _____ day of _____, 20____, and end on the _____ day of _____, 20____.

3. If this Lease is for an entire season, the TENANT agrees to pay the LANDLORD rent in the total sum of \$_____ with \$100.00 due upon execution of the Lease and the balance due on or before March 1st. If this Lease is on a month to month basis, then the entire monthly rent is due at the time of execution of this Lease in the amount of \$_____.

4. The TENANT agrees to use the premises for parking of one recreational vehicle ONLY and understands that the site leased cannot be sublet or assigned without prior written permission from the LANDLORD. Occupancy of the recreational vehicle on the Lease site is limited to _____ people.

5. This property being privately owned, the TENANT accepts lease and residence privileges with the understanding that he/she does hereby release the RV Park, its officers and employees, of all liability for loss or damage to property and injury to his/her person arising out of his/her use of the facilities and agrees to indemnify the LANDLORD, its officers and employees, against claims resulting from loss or damage to property or injury to the person of any member of the family or guest of the TENANT, arising out of the use of its LANDLORD'S facilities.

6. The TENANT acknowledges that TENANT has been furnished a written list of all campground rules and regulations and agrees to abide by the same as they may be amended from time to time.

7. The TENANT will pay all Utilities and other services except as may be excepted below. LANDLORD has explained to TENANT all charges for utilities. Utilities are payable within fifteen (15) days of being billed from the LANDLORD.

8. Description of the UNIT to be placed on the leased site(s) is as follows:

Make: _____ Model: _____ Year: _____ Color: _____
Serial No.: _____ Size: _____ x _____ Lic. No.: _____ State: _____
Air Conditioner: ___ Yes ___ No Make/Model _____ BTU Rating: _____

The RV Unit is titled in the name of: _____.

The lien holder, if any, is: _____.

LANDLORD, or its agent, shall inspect the RV upon arrival and may refuse to admit the RV if it is damaged, unsightly, unsafe, improperly registered, or otherwise unfit in the sole discretion of the LANDLORD to be in the park.

9. Names and ages of Children under the age of eighteen (18) expected to use the RV are: _____

10. The type and number of pets you expect to bring to the RV Park are: _____
_____. Pets must be kept on a leash, cleaned up after, and not left unattended at the campsite. All vaccinations must be up-to-date and the pet identified by a name tag.

11. Number and Type of Vehicles you expect to bring to camp (other than the RV): _____
_____.

12. TENANT agrees to carry TENANT'S own liability and comprehensive insurance and vehicle registration during the term of this Lease. The name of the TENANT's insurance company is _____
_____ and the policy number is _____.

13. Default. In the event that the TENANT defaults on any term of this Lease, including terms of Lease payment, usage, or violation of the rules and regulations of Fieldstone RV Park, then the LANDLORD shall have the right to evict the TENANT upon seven (7) days written notice to the TENANT of its right to cure the default. Notice of the right to cure the default shall be deemed delivered to the TENANT when sent by the LANDLORD by certified mail, postage prepaid, to the address of the TENANT above, or personally delivered to the TENANT or TENANTS whose name appear on this Lease in person with TENANT'S signed receipt for the same. In the event that the TENANT is evicted and refuses to leave, the LANDLORD may proceed by forcible entry and detainer for the removal of the TENANT and the recreational vehicle. Any eviction by the LANDLORD shall not be its sole remedy and the LANDLORD shall be entitled to recover any past due rents with interest at twelve percent (12%) per annum on the past due amount from the date it was due, together with any and all other unpaid fees and expenses, and reasonable attorneys fees and costs. TENANT agrees that jurisdiction of any action and venue is in the Iowa District Court in and for Dickinson County, Iowa. TENANT further agrees that this action is not governed by Section 562A or B of the Iowa Code and is not a consumer credit transaction.

14. Upon expiration of this Lease, the TENANT agrees to remove the recreational vehicle together with all other personal property of the TENANT. In the event the recreational vehicle and personal property is not removed, the LANDLORD shall have no liability for any damages thereto. TENANT may not leave personal property or the recreational vehicle on the leased site without the express written permission of the LANDLORD or upon execution of a storage agreement with the LANDLORD or the vehicle and personal property may be removed by the LANDLORD.

15. TENANT agrees to follow all rules. TENANT acknowledges receipt of a copy of the rules and further acknowledges that the rules are binding upon all persons in the TENANT'S party.

16. Boat parking and excess vehicles must be parked at the assigned space at a cost of \$_____ per space per year. All must fit within the assigned area.

17. Additional Provisions: _____
_____.

18. This Lease contains the entire agreement between the LANDLORD and the TENANT, no other representation or inducement, verbal or written, has been made which is not contained in this Lease. This Lease is severable, if one portion is invalid, the remaining portion shall, nevertheless, remain in full force and effect.

FIELDSTONE RV PARK, Landlord _____ Tenant
By: _____ Tenant

110 202nd St
Arnolds Park, Iowa 51331
Website: <http://fieldstonervpark.com>
Phone: 712.332.7631
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Max Grisham-General Manager