



DISCLAIMER: This property is **Privately Owned**. You accept privileges to use this property with the understanding that you and your visitors/guests hereby **RELEASE** Thornton Real Estate Inv Inc. dba Barefoot Bay RV Resort & Marina LLC, it's officers, management and employees of any and all liability for loss or damage to property and/or injury arising from use of our facilities and/or property and further more agree to **INDEMNIFY AND HOLD HARMLESS** Thornton Real Estate Inv. Inc dba Barefoot Bay Marina LLC, it's officers, management and employees against claims resulting from any loss or damage to your property or injury to any persons or guests. We reserve the right to refuse service to anyone at any time. Any right granted to you and your guest/visitors may be revoked at any time with or without cause or notice if deemed necessary by MANAGEMENT.

Extended Stay Park Rules & Regulations

- a) Customer agrees by checking in to abide by ALL park rules including but not limited to rules on noise, odors, disposal of refuse, pets, parking, RV site appearance, illegal activity and use of common areas. You also agree that should I or anyone in my group break or violate any such Rules/Regulations, we will be asked to leave immediately and depending on the nature of the infraction could be permanently banned. This is at the owner and/or management's sole discretion.
- b) **RESERVATIONS** are **guaranteed only** if all fees are PAID in full at the time of booking. If you need to cancel a reservation we require a 7 day notice and the amount paid will **stay on your account for future credit/use**. It will not be refunded, NO EXCEPTIONS. If we do not receive a 7 day notice you will forfeit your money as we will have blocked that spot. Credit will be issued for cancellations that can be used for future stays up to a year after original reservation date and cannot be used on Holiday weekends. There are NO refunds! Transfers and sub-leasing are not allowed for extended stay customers. **UNDER NO CIRCUMSTANCES SHOULD YOU CONSIDER YOURSELF A TENANT WITH A LEASE. -Theft of services applies.**
- c) **Check-in is at 3pm. Check-out is at 11am. You must come into the office to check in and out.** Site occupancy is assigned at check-in. At check-in a \$100 SECURITY DEPOSIT will be charged and returned at check-out. You must come into the office for your transactions to be processed. (The Security Deposit can only be refunded to the cardholder and card that was charged.) Security Deposits are only refundable after your site, wet slip or cabin has been inspected by personnel of Barefoot Bay at check-out. If you do not come into the office to check out your Security Deposit will stay on your account for future stays. Any damaged or missing items will be deducted from said Security Deposit. If damage exceeds \$100 Security Deposit then you authorize the excess to be charged to the card on file. **Early departures for any reason are not eligible for refunds.**
- d) **PAYMENTS-** A two (2) day grace period is given before a \$5 per day late fee will be charged. Owner has right to give notice to any extended stay customer if they stop paying rent. You authorize the charge to your credit card on file for any missing property or damage incurred by you or your guests in your party up to and above your security deposit. An additional charge is applied for 50 amp and window units.
- e) All RV's must be properly insured by owner, affixed self-contained, well-kept and in good condition. RV's 10 years or older must be approved by Park management prior to making reservations. Please email photo to: info@barefootbaymarina.com. No RV deemed to be in "poor" condition (e.g., broken or cracked windows, flat tires, rusted, badly dented, or in need of paint) will be allowed in the RV Resort. * Approved recreational vehicles include: Class A, B & C motorhomes, Fifth wheels, hard-sided travel trailers and toy haulers.
- f) No open ground fires, personal fire pits or campfires of any type are allowed at any time outside of designated area/fire rings. Do not leave fires unattended. Customer will be in violation of Park Rules and may be subject to immediate eviction.
- g) Entrances, walk-ways, lawns, and driveways shall not be obstructed or used for any purpose other than ingress or egress. We love our grass. Please do not smother it with rugs, or drive vehicles on it. Cutting of trees and plants is prohibited. Customer will not dig into, plant or in any way disturb the lawn. This includes the addition of television/satellite dish which must be affixed to the roof of your RV and not in the lawn or on any other property. Picnic tables are not to be moved. Decks are considered on a one by one basis for extended stay customers. Drawings must be approved by owner. Deck expense is your responsibility and must be built to spec such as not permanently set in the group, built by approved Contractor etc... and will remain the property of Barefoot Bay upon checkout.

h) No illegal/criminal activity is allowed. We have a **zero tolerance** including but not limited to drugs, and minors drinking. Thornton Real Estate Inv Inc. dba Barefoot Bay, or any of its representatives, staff, or owner will not be responsible for people of any age drinking and/or driving.

i) TRASH- Help maintain a clean and tidy park. Keep your site litter free (including cigarette butts). Please dispose of your trash daily (inside the dumpster, not left on ground) and do not leave trash out overnight. Do not let clutter accumulate around or under your unit. Do not put fish remains in garbage. Do not throw personal garbage in restrooms, laundry or other trashcans.

j) PARKING: Customers shall, at no time whatsoever, park, drive, or permit a vehicle/trailer to be on the lawn. Each site is allowed 2 standard size vehicles that do not infringe on adjacent/empty sites. We offer additional parking for extra vehicles, boats, boat trailers or small enclosed/cargo trailers for \$75/mo. Only two vehicles per site are allowed. Please park in YOUR assigned site only. If you park in a vacant site, you will be charged the daily rate for such site. Vehicles include but are not limited to a truck, car, boat, trailer, ATV etc... Parking for additional vehicles will be designated into our overflow parking. A fee will be assessed for weekend, weekly, monthly, or annually. Non-operative vehicles are not permitted on premises. Any such non-operative vehicle or one that violates the rules may be removed/towed at Owners expense. No one can disassemble, build, rebuild or repair any vehicle or vehicle parts on the Premises.

k) STORAGE: Outside storage of any item is not allowed. You are required to keep your site clean and neat. You may not have- outside clotheslines (Washers & Dryers are in the laundry facilities for your convenience); freezers/refrigerators; fencing; barriers, pallets; or any other eyesore as deemed by management. Only customary outdoor patio/lawn furniture and accessories may be left outside. No hazardous materials may be used or stored on site, spilled or disposed of on the RV Resort's property.

l) GUESTS: Customer shall be responsible and liable for the conduct of his/her guests. **Eight (8) people including children is the max # of persons allowed at each site at any time.** Actions and/or Acts of your guests in violation of Park Rules may be deemed by Management to be a breach of park's Rules and Regulations which gives Owner and/or Management the right to ask you to leave immediately. If you are tent camping the maximum # of tents per site is 2 with 8 ppl max per site. *This is the maximum # of entries that will be discounted if applicable for special events*

m) QUIET HOURS - Sun-Thurs 10:00pm to 7:00am and Fri & Sat 12am (midnight)-7:00am *All Tenants are responsible for the conduct of themselves and their guests. If we must call the authorities for a disturbance at your site a \$100 fee will be assessed. Any site/person causing a disturbance may be subject to being required to leave the park immediately, banned, evicted and/or arrested.

n) NOISE: Unreasonably loud and disturbing noise within the RV Resort is prohibited at all times. Excessive noise/nuisances created by guests/visitors will not be tolerated. An after-hour disturbance fee of \$100 will be charged if reported. All electronic devices, television, etc. must be turned down to a level of sound that does not annoy or interfere with your neighbors. *INTERFERENCE: Customer's nor their guest shall download, screenshare or stream Copyrighted material and or Pay Per View events on any equipment owned by Thornton Real Estate Inv Inc. dba Barefoot Bay Marina and will be asked to turn off cb's, radio, internal/equipment or internet that interferes with Park or Store's service.*

o) NO FIREWORKS OR FIREARMS are to be discharged in our park or on our property, including holidays. All weapons shall be kept in compliance with all applicable State and Federal Laws. No display or possession of a gun, knife, or other weapon in any way that may alarm others is allowed. **NO EXCEPTIONS!**

p) Observe and obey all posted signs throughout the resort and adjacent property.

q) PETS must always be on a leash and never left unattended. Limit is two (2) pets per site. Additionally, Customer agrees to dispose of all their pet(s) waste found in or around lawn, flowerbeds, etc. properly and in a timely manner (on a daily basis). No dogs shall be tied up outside or allowed to bark excessive/unnecessarily. No dog kennels, pens or dog runs allowed. Wildlife/farm animals are not considered pets and not allowed. Management reserves the right to refuse pets based on breed/behavior.

r) Drones or similar devices are not allowed to be flown in the RV park.

s) Parents are responsible for the whereabouts, safety and conduct of their children and their guests' children at all times. All minors (under the age of 16) must ALWAYS have adult supervision and be accompanied by a parent/guardian at all times.

t) Patron's must be off all commercial property on or before closing including but not limited to the store, volleyball court, food-truck, Cabana etc....

u) Barefoot Bay RV Resort has the right with a 24-hour notice to relocate a Tenant to a substantially equivalent RV lot on the Resort's property with or without reason.

v) Speed limit in the park is not to exceed 5 miles per hour. Children are at play!

w) No signs on vehicles, RV's, or boats allowed. Solicitation or signs for the sale of products/services will not be allowed.

x) All vehicles must have permits visibly displayed to enter gated boat launch area. Do NOT give out gate/facility codes to anyone!

y) Wastewater must be disposed of properly, no dumping on the ground. Please use the appropriate dump station or sewer connection. No grease, shop towels, plastics etc. put in sewer. Absolutely nothing is to be put into the sewer system other than septic safe toilet paper. We are on a water conservation all year, please do not waste water. Washing of vehicles, campers or RV's is not allowed. All waste disposal hookups must be sealed with all hoses and connections free of leaks. A sewer hose, donut or L threaded connector is required.

z) Behavior-Common courtesy shall prevail between all persons on Barefoot Bay's property. Obnoxious, profane, abusive or threatening language, behavior and/or actions directed at Barefoot Bay personnel or guests, or that could adversely affect the enjoyment of other parties utilizing our facility is prohibited; anyone engaging in such manner will be required to leave the Park immediately without refund at sole discretion of Park management.

MANAGEMENT RESERVES THE RIGHT TO ASK ANYONE NOT IN COMPLIANCE WITH THESE RULES TO LEAVE THE PARK IMMEDIATELY.

- 1. Management is not responsible for damage, injury or loss to either person or property. The owner/management of Barefoot Bay RV Resort absolve themselves from all liability and responsibility pertaining to loss by fire, theft, weather, acts of God, property damage, accident or any other cause whatsoever, and guest agree to defend and hold harmless Thornton Real Estate Inv Inc. dba Barefoot Bay RV Resort from all such liability.**
- 2. Any customer or guest destroying/damaging park or other customer's property will be required to make restitution and asked to leave immediately and/or County Sheriff's office will be called. Management nor Employees will not get involved in any fight and/or domestic issue.**
- 3. Barefoot Bay RV Resort reserves the right to disconnect utilities in order that repair, alterations, or additions may be made. All guests will be notified, when possible, of any planned utility system shutdown.**
- 4. Barefoot Bay RV Resort shall not be responsible for any loss suffered by any guest from planned or emergency shutdowns.**
- 5. Owner reserves the right to add, change or modify rules as set forth as Owner determines to be necessary for the safety, care and cleanliness of the Premises, preservation of good-order, or for the comfort and benefit of customers in general.**
- 6. Damage to Park property, including but not limited to: restrooms, utilities, landscaping, vehicles, street lights or signage is strictly prohibited. Guests will be held responsible for the repair of any damages. We reserve the right to refuse service to anyone, Barefoot Bay assumes no responsibility for fire, theft, vandalism, natural happenings, injury, accidents, or losses from cause. Barefoot Bay is not responsible for any damage to vehicles caused by other guests/visitors. Barefoot Bay is not responsible for any personal property. Barefoot Bay reserves the right to limit the stay and number of persons per site. Willful violation of these rules will result in being asked to leave immediately and banned from the property. These Rules & Regulations supersede any previously written or discussed. Rules, Regulations and rates may be changed at any time without prior notice. Please report any problems to Park management immediately. Please notify Park management of any incident or accidents as soon as possible. For emergencies dial "911". Acceptance of the above Rules & Regulations is a condition of my approval of my/our space.**

BOAT/WATERCRAFT OPERATORS

- No wake zone in the bay within 200 yards of the resort site and/or boat ramp. Be respectful of people on the bank, swimmers, other boats and jet skis at all times.**
- Please park truck & trailer in overflow parking after launching**
- No mooring in someone else's wet slip. If you are NOT PAYING DO NOT pull into an empty one.**

AGREEMENT

There is NO landlord/tenant agreement between Barefoot Bay RV Resort and any daily/weekly/monthly or annual guest. Resort management reserves all rights to terminate guest's stay for any reason without cause. Management shall make every effort to enforce the Rules and Regulations equally and promptly. However, guests and visitors agree that enforcement is a private matter between Management and visitor/guest. The enforcement or lack thereof, will not result in any damage or claim by ANY guest/visitor against Barefoot Bay RV Resort & Marina or Management, or constitute a waiver of Barefoot Bay's right to enforce the Rules & Regulations.

Office # 903-856-3643 Emergency #'s- Randy 817-805-3299 Randall 719-238-675 Misty 972-979-0282

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