

RV Site No. \_\_\_\_\_

## MARINA at ROWENA, LLC RV PARK LEASE AGREEMENT

MARINA at ROWENA, LLC, (Lessor), hereby agrees to lease to \_\_\_\_\_

(Lessee and RV owner), subject to all of the terms and conditions of this agreement herein, one RV site at Marina at Rowena, LLC RV Park (hereinafter Resort), for the following described RV:

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

### Vehicle Information:

Length: \_\_\_\_\_ ft. | Extended Width: \_\_\_\_\_ ft.

Type: \_\_\_\_\_

Year: \_\_\_\_\_ Make: \_\_\_\_\_

Model: \_\_\_\_\_

RV License Plate (State and Number: \_\_\_\_\_

### Pet/Emergency Contact Information:

Pet Type, Breed(s) & Qty: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_

Emergency Contact Number(s): \_\_\_\_\_

(Within this document, "Resort" is defined as; all property, owned, leased, or controlled by Lessor.) Lessee shall furnish certificate of insurance upon commencement of this lease and said insurance shall remain in force during the entire lease period; or at the sole option of Lessor, this lease shall become null and void. Lessee shall forever protect, hold harmless, and indemnify Lessor against all claims or liabilities of any kind caused by, or to the owner, owners' RV or other property, including; personal injuries, death, or the loss, damage or theft of other property that arises directly or indirectly from the use or storage of RV(s) or other property at the Resort, including those caused unintentionally by Lessor, unauthorized users; acts of God, storms, wind, rain, ice, snow, freezing conditions, falling trees or tree branches, power lines, lake fluctuations, wake, fire, or resultant infrastructure failure; acts or omissions of Lessee, his agents, employees, other Lessees, or any other cause, while being stored or moved within the Resort. Lessee authorizes Lessor, its agents or employees the right, but not the obligation, to move Lessee's RV for safety, environmental or other Resort operations. If Lessor is required to move Lessee's RV because of the failure or inability of the Lessee to do so, a service charge will be incurred based on our current labor rate, billed in 30-minute increments, with a one hundred (\$100) dollar minimum charge. Lessor does not carry insurance covering the property of the Lessee and Lessee understands and agrees that Lessor, his employees or others do not accept nor take any responsibility for Lessee's property. **Lessees park at their own risk!**

### Seasonal lease term:

Seasonal lease term shall commence upon \_\_\_\_\_ 20\_\_\_\_ and expire on \_\_\_\_\_ 20\_\_\_\_. Removal of any RV from the premises shall not terminate this agreement or any other obligation hereunder. This lease agreement may not be subleased or assigned. Upon lease termination per terms herein, Lessee hereby agrees to promptly remove RV and all Lessee property from the premises upon request of Lessor. Any holdover without written permission shall incur, and Lessee agrees to pay, double the calculated daily rental rate until removed and may result in the towing and removal of RV at the Lessee's expense. Seasonal lease **does not** automatically renew. No permanent residents allowed.

### Rent:

Excepting published rental rate changes, Lessee agrees to pay a seasonal lease payment of \$\_\_\_\_\_ due and payable in full in advance of the first day of seasonal lease inception date. **Late Payment Fee: If payment not received by the 1st day of lease inception, it will result in a late charge of \$50.00.** If rental or any other payment due is not received within 30 days of due date, it may subject the owner's RV to being removed, secured or sold per Kentucky Code. For automated billing, Lessee hereby permits the Lessor to charge the rental and any other amounts due to Lessor to the credit card on file or ACH as indicated below. **Please Initial (\_\_\_\_\_)**

### Insurance:

**Lessor requires, and Lessee agrees to carry RV general damage liability insurance, with Marina@Rowena listed as additional insured or interested party, with a minimum coverage per incident of \$300,000 while RV is parked at the Resort. Lessee also agrees to carry insurance covering damages to their own RV. Please Initial (\_\_\_\_\_)**

### Rules/Regulations:

- All RV's, campers and vehicles are subject to inspection by a Resort manager. Vehicles must be kept in good working condition with NO LEAKS of any kind and must be maintained in a condition that they be immediately mobile, and moveable should the need arise. If unable to pass inspection, Resort has the authority to deny access or remove any vehicle found to be in non-compliance of reasonable aesthetic, mechanical, health, or safety codes.
- No contractor or vendor shall be allowed at the Resort without prior approval of Lessor for each visit; each showing evidence of adequate General Liability and Worker's Compensation Insurance coverage. No RV shall be repaired or cleaned with non-approved chemicals. No repair work or professional RV cleaning is to be done on-site unless approved by Lessor and vendor name and contact information is provided. ALL Vendors/Contractors MUST check-in at office prior to commencement of any work.
- Lessee shall not modify or add to site in any manner without written consent from Lessor. No yard art, underpinning, or lattice work or tents permitted. A limited amount of travel/leisure furniture is allowed on-site and is based on management discretion. Nothing may be tied or affixed to any trees. Lessee is responsible to maintain leased site in a clean and orderly fashion based on sole discretion of Lessor.
- No large propane tanks (above 40#) stored outside of RV.
- Pets must always be attended to and leashed. Pets must not cause a nuisance or safety concern to other Lessees, guests, employees or animals. Lessees and guests must clean up after pets anywhere on Resort premises. Pets may be prohibited as necessary. No more than 2 pets allowed per campsite without Lessor permission.
- Lessees and their guests shall not engage in any disorderly behavior including, but not limited to profane language, slander, libel, harassment of employees or guests, disturbing the peace, display or broadcast of profane or indecorous music or images; and shall not create excessive noise within the resort at any time.

- No Lessee shall have anyone outside the immediate family on Resort property without Lessee escort; nor shall Lessee receive any kind of monetary reparations for allowing guests to stay at Resort. Subletting of RV's or other accommodations on Resort property, either temporarily or permanently, is always expressly prohibited. Violation of this rule is cause for immediate lease termination and dismissal.
- A state of general calm and quiet shall prevail between the hours of 10:00pm and 8:00am Central Time (Sunday-Thursday) & 11:00pm and 8am Central Time (Friday-Saturday).
- Sewer connections are provided for all RV's at every site. It is contrary to local, State, and Federal laws to discharge any chemical, household gray water, or sanitary waste (treated or untreated) anywhere except into the approved sewer system. Lessee agrees to abide by, and have his RV adhere to, all Federal, State, local, and Corps of Engineers laws, regulations, rules, statutes, regulations and requirements. Lessor shall have the right, but not the obligation, to inspect all RV's at the Resort to determine compliance with the above requirements or RV's mechanical status. Lessee agrees to remove his RV immediately from the Resort at his own expense, if found by Lessor to be in violation of any of the above laws, and to indemnify Lessor for any liability or fines incurred because of such violations. All sewer connections must have a sewer ring and support for the sewer hose to allow proper gravity drainage.
- For safety and the overall efficiency of operation, site assignment or parking arrangements may change, remaining the prerogative of the Lessor throughout term of this lease; however, we will attempt to accommodate Lessee's desires when possible.
- Only one (1) RV and one (1) vehicle shall reside in designated site unless otherwise approved by Lessor for an extra charge. Overnight parking of extra vehicles at Resort requires notification to, and written permission of, Lessor. Unidentified, unauthorized or mis-parked vehicles will be subject to surcharge or towing at the Lessee's and/or vehicle owners' expense. Park only in your assigned space and please stay off the grass. Do not park in any other site but your own or you will be subject to towing. **Boat/Trailer parking is NOT PERMITTED anywhere within the RV Park.**
- In the event that a mechanical defect or emergency places the property of the Lessee or any other Lessee's property in danger, Lessee grants Lessor the right, but not the responsibility, to take such action as Lessor, in its sole discretion, deems necessary to safeguard any property located within the Resort. Lessee agrees to pay Lessor for any and all reasonable expenses, which Lessor incurred on behalf of Lessee. Lessee MUST be able to move their RV out of the resort within 24-hour notice and immediately during emergencies.
- Lessee shall pay separately metered electrical service. Surcharges may be charged for certain services, utilities, or multi-vehicle parking at discretion of Lessor.
- **NO CUSTOMER OPERATED MOTORIZED VEHICLES PERMITTED ON MARINA DOCKS OR WALKWAYS AT ANY TIME.** Utility vehicles such as golf carts, side x sides, mopeds, bicycles, etc., are to be used only for the purpose of transporting Lessees and their guests. All operators of **any vehicle** on Resort property must be at least 16 years of age and possess a valid State Driver License. All vehicles must have headlights and proper brake/marker lights to be operated at night. Vehicles must not cause any nuisance to other Lessees, guests, employees, etc., either due to their operation, noise, dust, etc. While on Resort parking lots, utility vehicles must be parked in areas designated for "Utility Vehicle Parking" and shall not occupy normal automobile or tow vehicle/boat trailer parking spaces at any time.
- Within Resort harbor limits, no swimming, diving, skiing, tubing, or any towable device is allowed.
- Fireworks and firearms of any kind shall not be displayed or discharged on or near Resort property.
- The opening or discharge within the Resort of any regulated materials, paints, thinners, solvents, waste, sewage, or petroleum products of any type or in any amount, and all other activity negatively impacting water and/or environmental quality is prohibited!
- No "For Sale" signs, advertising, soliciting or business operation will be allowed on Resort property except by Lessor approval. For security reasons, known Brokers or RV owners only shall accompany all prospective purchasers within Resort to view RV. "For Sale" flyer may be displayed at Resort office at designated place only.
- In the event of any breach of this agreement, Lessee agrees to pay for any and all Lessor legal costs, including attorney fees, to collect money due Lessor. Further, the Lessee agrees to pay any and all reasonable expenses itemized by the Lessor, as a result of damage or injury to any property or personnel of the Lessor, and other individuals on or about the Lessor's premises for which the Lessor might be liable, including any and all reasonable investigation and legal expense incurred by the Lessor as a result of Lessee's or it's guests activities; and to pay attorney's fees incurred by the Lessee's refusal to pay such itemized expenses after written demand by the Lessor.
- Lessees' shall not set trash out overnight allowing animals to tear open and scatter. All trash must be in closed/tied plastic garbage bags and placed in designated area. No bulky or large items permitted.
- No fishing is permitted within entire harbor area including from docks or walkways.
- These policies and conditions may be amended from time to time as deemed desirable by the Lessor; or as necessary for compliance with pertinent laws, regulations, ordinances; or the safe and efficient operation of the Resort. It is our desire to allow you the most safe and pleasurable experience possible at Marina at Rowena, LLC. Please send all remittances and correspondence to the address below.

Lessor: Marina at Rowena, LLC

\_\_\_\_\_ Date: \_\_\_\_\_

**Resort Manager Signature**

MARINA AT ROWENA, LLC 11565 HWY 558 ALBANY, KY 42602 Phone: (606) 206-7488 Email: Info@MarinaRowena.com

Lessee:

Lessee(s) agree that they and their guest(s) shall at all times agree to and will adhere to the terms/rules and regulations within this agreement while within the resort premises, harbor limits, or any other Marina at Rowena, LLC property. **Lessee's violation of the articles above shall allow Lessor to terminate this lease with 5 days notice; and where health, safety, disorderly behavior, water quality, or regulatory issues are concerned; allow Lessee to request Lessee's immediate removal from the Resort, and Lessee hereby agrees to comply with such request.**

Printed Name: \_\_\_\_\_ Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_

<b>CC / ACH AUTHORIZATION</b>		
CC#: _____	EXP: _____ / _____	CVA: _____
ACH ACCT#: _____		INSTITUTION: _____
Undersigned hereby authorizes Lessor to charge any and all amounts due Lessor to above indicated method.		
Printed Name: _____	Signature: _____	Date: _____

<b>Document Checklist (Office Use Only)</b>
_____ Driver's License Copy
_____ Security Deposit
_____ Copy of insurance with \$300k min. liability
_____ Emergency Contact
_____ Copy of Vehicle Registration