Klines Resort... your home at the lake!

22260 Klines Resort Road Three Rivers, MI 49093

Signed by:

Deposit on file:	\$
Payment Plan Reque	sted:season prepay
	monthly novement

SAMPLE ___ monthly payments Seasonal / Monthly Camping Agreement for 20_____ Site# Names: Address City, State, Zip_____ Klines Resort Ltd. (hereafter called "Resort") agrees to lease the above site to the undersigned Tenant(s) subject to the terms and conditions listed and referenced in this agreement, for the following time period, terms, and rental amounts: Seasonal Rental: (up to 6 months occupancy) (Season is normally May 1 to October 31, unless otherwise noted above) Additional Month(s): (\$____/month x ___ months) \$_____ Monthly Rental: (\$____/month x ___ months) \$_____ (electric is/is not included) Tenant(s) agree to pay Klines Resort the above lease amount in full, along with applicable utility charges, taxes and fees, for the stated rental period. See our current "Rates for Seasonal RV & Park Model Sites" for a list of additional services and fees, and for terms of the monthly payment plan and prepayment discount. **Additional Occupants:** (list any minor children or other members of your household under age 18 and their birthdates): **Special Conditions: RV Information:** ___ Motor Home ___ Trailer ___ 5th wheel ___ Park Model Style: Manufacturer: Model: _____ Year: ____ Length: _____ State Registered: _____

AGREED: We have read and agree to abide by the terms of this agreement, including those found on the back of this page, and the Community Guidelines and any amendments thereto, a copy of which we have received and which are incorporated herein by reference and made a part of this agreement for all purposes. We agree to be jointly and severally responsible for its requirements. (All tenants 18 and older must sign):

		Accepted for Klines Resort:
Tenant	date	Received on:
Tenant	date	
Tenant	date	by:
 Tenant	date	

IT IS FURTHER AGREED THAT:

- 1. **Approved RV's:** RV must be manufactured with an RVIA or RPTIA seal and be under 10 years old (or request exception) at time of first agreement. No pop-ups. RV must be removed or replaced once they reach 25 years of age.
- 2. **Placement of Unit:** Unit's precise location on the site is to be approved by the Resort, and tenant agrees to obtain permission and follow published guidelines for location and construction of any site improvements.
- 3. **Deposit of \$50 is due with this agreement**. Deposits will be carried forward from season to season as long as this agreement is renewed. Deposits will be held in a separate bank account. Resort will not pay interest on deposits held.
- 4. **Additional Charges & Taxes:** Tenant agrees to pay all rents, utilities, taxes, fees and other charges related to the use of the site and resort facilities. All payments are applied first to the oldest charges on your account.
- 5. **Terms:** This Agreement may not be canceled, sold, transferred or modified without the written consent of Resort management. **For early termination of this agreement**, tenant agrees to give 30 days written notice and pay the <u>published short term rate</u> as calculated from the starting date of this agreement up to 30 days after tenant gives notice or vacates site, whichever is later.
- 6. **Approved tenants only:** Tenant agrees to limit use of this site to their immediate family, as listed on this lease, along with their visitors and guests. Requests for exceptions to this rule will be considered, and must be approved in writing. **Visitors and guests** must be accompanied by an adult tenant and are subject to the rules and conditions listed in the *Community Guidelines*.
- 7. **Peaceful Enjoyment:** The premises shall be used for residential purposes only, and Tenant, all their occupants and their visitors shall conduct themselves in a lawful, peaceful and quiet manner and shall not interfere with the rights of the other Tenants or neighbors. Tenant shall not engage in, nor allow their tenants or visitors to engage in, any activities on the premises which are contrary to any law, ordinance, and/or any applicable health and/or fire department and/or insurance policy provisions. Tenant(s) may not rent or sublet their unit. No gas powered golf carts, ORV's, or snowmobiles are allowed.
- 8. **Site Maintenance:** Tenant agrees to keep premises in a clean and sanitary condition, in good repair, and free from vermin, rodents, and wild animals, to maintain lawns, landscaping, and walks in good condition, to not perform mechanical work in driveways, parking lots, and lawn areas, and to park all vehicles, boats, golf carts and other equipment in designated areas.
- 9. **Damages:** Tenant agrees to report and accept liability for damages and injuries caused by Tenant and guests, including payment for any damages they incur to tenant's property, other tenant's property, and park facilities.
- 10. **Insurance:** Tenant agrees to carry liability and hazard insurance for their personal property, including RV, site improvements, pets, boats, golf carts, motor vehicles, docks, etc. Tenant agrees that Resort shall not be liable for any damage or injury to person or property occurring on the premises, grounds, common areas, or recreational facilities of the Resort.
- 11. **Licenses:** Tenant agrees to display current license plates or tags on all motor vehicles and watercraft. No unlicensed vehicle/watercraft may be used or stored at the Resort. RV's in storage must display a license. Dogs must be registered and licensed.
- 12. **Pets:** All dogs including visiting dogs must be registered and kept in accordance with the Community Guidelines.
- 13. **Severability:** If any provision of this agreement shall be declared invalid or unenforceable, the remainder of the agreement shall continue in full force and effect.
- 14. **No RV Re-sale on Site:** RV's may not be sold and may not post a "FOR SALE" sign while on site. Only those park models & manufactured homes that have been inspected and approved for resale by management may be sold on site.
- 15. **Non-Renewal**: This agreement must be renewed annually. In event of non-renewal, Tenant must give written notice no later than March 1 and site must be vacated no later than April 1. If site is not vacated by April 1st, you agree to pay the current short term camping rate until site is vacated, and to allow Resort management to remove RV and personal property from site (see #20).
- 16. **Restoration of Site:** Upon termination or non-renewal, tenant agrees to remove the RV and all personal property and to restore the site to move-in condition. Trees, shrubs and flowers may not be removed from the site without written permission.
- 17. **Temporary Relocation:** In the unlikely event that the Resort must access your site in order to service or upgrade its facilities, the Resort may require you to abandon the site. Resort will provide either an alternate site or temporary storage for your unit. If no alternate site is available, prepaid rents will be refunded on a pro-rated basis. However, no refunds will be issued for interruptions to your electric, water, sewer or services due to mechanical failure, "acts of god," or events beyond our control.
- 18. **Termination:** Resort management may terminate this agreement upon 30 days written notice. Resort retains the exclusive right to determine the suitability of any tenant and the necessity of discharging them.
- 19. **Eviction:** Management may remove or cause to be removed from the campground any tenant or guest or other individual who, while on the premises of the campground, disturbs the peace and comfort of the other tenants, who causes physical harm to the campground facilities, or who fails to pay rent at the rental rate agreed upon by the time agreed upon. Management may also disconnect your utilities, place a lien upon property, place your property in storage, or take other actions as provided by law.
- 20. **Storage:** If, for any reason listed herein or in the Community Guidelines, tenant fails to vacate site when required, Resort may place tenant's RV and personal property in storage until claimed and a moving/ storage fee is paid. Tenant agrees to hold Resort and his agents harmless for any damage to tenant's property caused in the course of its moving or storage.
- 21. **Abandonment/Disposal:** Tenant's property on premises or removed to storage is subject to monthly non-resident storage fees. If storage fees are not paid or if property remains unclaimed for more than 90 days, it will be considered abandoned and may be disposed of at management's discretion, and without liability to tenant.
- 22. **Refund of Deposit:** Deposit will be refunded upon written request <u>after</u> RV site and items in storage are completely vacated, and payment has been received for all outstanding charges.