

**Riviera RV Resort, Inc.
Campground Rental Agreement
2014**

This agreement is made between Riviera RV Resort, Inc., hereinafter "the Owners", and _____ hereinafter "Renter". The owners agree to rent to Renter the selected property (hereinafter referred to as "rental"), under the following conditions:

This agreement shall commence on _____ and terminate on _____.

Make _____ Model _____ Year _____
Length _____ Slide outs _____ Plate # _____

The Renter agrees to pay the Owners:

Rental Rate

Lake View Sites

Nightly: \$50.00 x _____ nights = \$ _____
Weekly: \$300.00 x _____ weeks = \$ _____
Monthly: \$900.00 x _____ mths = \$ _____
Yearly: \$2800.00 \$ _____

Sales/Lodging Tax (11%) \$ _____

TOTAL DUE \$ _____

OR

Non Lake View Sites

Nightly: \$40.00 x _____ nights = \$ _____
Weekly: \$240.00 x _____ weeks = \$ _____
Monthly: \$720.00 x _____ mths = \$ _____
Yearly: \$1900.00 \$ _____

Sales/Lodging Tax (11%) \$ _____

TOTAL DUE \$ _____

In return, the Owners agree to grant use of the property described as **RV Site #** _____ for the dates listed above.

Renter's Initials _____

RENT: For nightly, weekly, and monthly rentals 100% of the rental fee is due at reservation. Yearly sites are April 1 – March 31 with 50% of rental amount due at time of reservation. If you are renewing from previous year you must pay 50% by October 15 and remaining balance by March 1. **Renters & guest must be 25 years and older unless family.**

CANCELLATION: Nightly and weekly cancellations are fully refundable if cancelled 14 days or more prior to the date your rental was to begin. Monthly rentals require 30 day notice. Yearly sites require 3 month (if you are renewing this would be by February 1) notice for full refund. A \$10 transaction fee will be withheld from all cancellations.

ELECTRIC: Yearly & Monthly sites will pay an additional fee for electric. The fee will be \$0.10 per kilowatt and will be billed monthly plus availability charge. Electric rate is subject to change if Power Company increases rates.

PETS: All animals must be registered and the tenant agrees to have them vaccinated. Before the animal can be brought into the park, the office must have vaccinations on file. Pets must be kept on a leash or in contained area at all times. Pets are not to be left unattended at your campsite. Pet owner shall pick up and properly dispose of pet's waste. Barking or aggressive pets will not be tolerated if this becomes an issue it can result in termination of Rental Agreement and no refund of any payments will be issued. No pets in pool.

QUIET HOURS: 11:00 pm. and 8:00 am must be respected. Please limit driving vehicles and golf carts during these times.

PARKING: Renter agrees to park in the designated parking spot. Parking is limited to 2 vehicles per site. Please park additional vehicles and boat/pwc trailers in designated area. All vehicles and plate numbers must be listed on agreement. Parking on the road or grass at your site is not allowed.

ADDITIONAL STRUCTURES: Any additional structures, canopies, or tarps will not be allowed. Only a small deck steps to campers or small storage unit will be allowed. They must be preapproved by owners of Riviera RV Resort. We have certain storage units picked out. You must consult with Riviera prior to doing anything additional to your rental site. All sites must be kept neat and tidy. Riviera RV Resort will be responsible for weekly lawn maintenance which will typical be done on Thursday dependent of weather. However it is the renter's responsibility to have all items removed from lawn. Violation to this policy may result in eviction with no refund.

Renter's Initials _____

GOLF CARTS/ATV'S: ATV's are not allowed on resort property. Electric golf carts preferred, if you have a gas golf cart they must be preapproved. Do not take golf carts into neighboring subdivision. Drivers must be 18 years or older on golf carts.

CAMPFIRES: Are to be in designated fire rings only. Please be aware of county burn bans. Make sure to extinguish all fires before going to sleep or leaving camp site. Firewood may be purchased thru Riviera or you may bring your own. Cutting down of any trees is not allowed.

TRASH: Dispose of in dumpsters.

FISHING: Renters may fish off of Dock #1. Please respect boat slip renters. Fish cleaning station is provided. Do not clean fish directly on docks or sidewalks. Dispose of cleanings in garbage bag, tie shut and place in dumpster.

SMOKING: Is not allowed in any indoor Riviera facilities or at pool area. Properly dispose of cigarette ash and butts.

MAXIMUM NUMBER OF PEOPLE: Each site has a maximum occupancy limit of 6 people. Any party falsely representing the number of people at their site or exceeding the number paid for may be subject to immediate eviction without refund. Over occupancy is considered a serious violation of this rental agreement.

RELEASE OF LIABILITY: The Owners shall not be liable for damage to renter's property of any type, for any reason or cause whatsoever. Renter agrees to indemnify and save and hold harmless the Owners and Riviera RV Resort from any loss, liability, damage or cost owners may incur due to occupancy of the property. Renter is responsible for any damage done to Riviera RV Resort property. Renter agrees to pay all cost related to fixing any damage. Any disputes arising under this Agreement shall be mediated subject to the laws of the state of Missouri.

WEATHER & WINTER CONDITIONS: There will be no refunds due to inclement weather or power outages. We are open year round with full hook-ups. You are to fill water tanks, unhook hose and turn off water. Renter is responsible for water hydrant if it would freeze during winter use. Renter agrees to pay full replacement cost and labor to fix hydrant and/or any associated problems.

SUBLET: Renter may not sublet site or reassign this rental agreement.

Renter's Initials _____

USE: Rental shall be used so as to comply with state, county, and municipal laws and ordinances. Renter shall not use rental or permit it to be used for any disorderly or unlawful purpose or in any manner so as to interfere with other resident's quiet enjoyment of their residence. Any misuse described above shall result in termination of Rental Agreement and no refund of any payments will be issued.

INDEMNIFICATION: Renter releases the Owners from liability for and agrees to indemnify the Owners against losses, incurred by the Owners as a result of (a) Renter's failure to fulfill any condition of this agreement; (b) any damage or injury happening in or about rental or premises to renter's invitees or licensees or such person's property; (c) Renter's failure to comply with any requirements imposed by any governmental authority; and (d) any judgment, lien, or other encumbrance filed against renter as a result of renter's action.

ENTIRE AGREEMENT: This agreement and any attached addendum constitute the entire agreement between the parties and no oral statements shall be binding. It is the intention of the parties herein that if any of this rental agreement is invalid, for any reason, such invalidity shall not void the remainder of the rental agreement.

ATTORNEY'S FEES: In any action or legal proceeding to enforce any part of this agreement, the prevailing party shall recover reasonable attorney's fees and costs.

INSURANCE: The renter agrees to carry their own comprehensive, liability insurance and vehicle registration on their camper during the term of this agreement. We encourage all renters to purchase traveler insurance.

NO firearms, fireworks, or other incendiary devices are permitted. Renters violating this will be evicted and no refunds will be given.

AMENITIES ACCESS: Each site will be given wristbands. These wrist bands must be worn when using the resort amenities. These wristbands are your responsibility, if you lose one you will be charged \$50.00 for replacement. If you are a **transient renter** place bands in drop box at pool when you leave if you forget to turn band in you have 7 days to mail it back to the Resort.

Renter's Initials _____

DOCKS: Dock #1 is for use of renters from the RV Resort.

- Children under 13 years are required to wear a life vest while on docks or swimming in lake.
- Children under 16 years are also required to be accompanied by an adult (over age 21) while on docks or swimming in lake.
- No lifeguards at lake.
- Jumping off sundecks is prohibited and can result in termination of rental agreement.
- Please respect boat slip renters that also use these docks.

POOL FACILITIES: The pool, hot tub, cabana, & fireplace are provided for your use. Renter must follow all posted instructions & hours for this area.

8:00am – 9:00am Adult Swim

9:00am – 8:00pm Everyone

8:00pm – 10:00pm Adult Swim

- No children under the age of 18 permitted in hot tubs at any time.
- Children under 16 must be accompanied by a parent/guardian (over 21yrs) when using pool facilities.
- No lifeguard on duty.
- Toddlers must have swim diapers on when in pool.
- When using the hot tub, remember there is a certain health risk associated with this facility.
- Renters use facilities at your own risk and take full responsibility.
- The pool cabana and fireplace are for all renters to use please be respectful of others and help us keep this area clean.
- No glass in pool area.
- No diving in pool.
- No smoking in pool area. Smoking allowed in fire pit area.
- No pets in pool.
- Must shower before entering pool or hot tub.

Renter's Initials _____

PAYMENT: Acceptable payment method is credit card (visa, master or discover card accepted). Please provide the following information:

Name on credit card: _____ Type: _____

Credit card billing address: _____

City: _____ State: _____ Zip Code: _____

Credit Card Number: _____

Exp. Date: _____ CVV (Security) Code: _____

Amount to be charged: \$ _____ Date to be charged: _____

By my signature below, I hereby give permission to charge my credit card for the amounts above. I agree that all rental monies are non-refundable per cancellation policy above. I have read my rights to purchase travel insurance.

I have read the foregoing agreement and agree to abide by the above conditions and also verify that the information provided by me is accurate and correct.

Renter's **Signature**

Date

Renter's Printed Name

Renter's Driver's License Number

Renters Birthdate

Renter's Cell Phone 1st

Renter's Address

Renter's Cell Phone 2nd

City, State Zip

Renters Email

Number of Guests

Age of Guests

Names of Guests

Types of Vehicles and Plate Numbers

Renter's Initials _____