

Coconuts RV Park, LLC

Rental Agreement For Recreational Vehicle Tenants

Tenants who are listed on this Agreement agree to lease the following space in the **Coconuts RV Park**, hereinafter referred to as "Park", according to the terms and conditions set forth in this agreement. All prices are subject to change without notice.

RV SPACE: # _____

TERM: This Rental Agreement shall establish tenancy. The term of this Agreement shall be for a period not to exceed 365 days. Tenant acknowledges and agrees that he or she will vacate the space which is the subject of this Agreement no later than the date specified herein. In case the tenant exceeds 365 days, he/she agrees to pay extra \$100 per day plus electricity. If the tenant does not vacate the space after 5 days, he/she agrees to accept disconnection of electricity and water by the Park, and agrees to pay extra legal fees, towing fees, and so on, related to eviction of the tenant.

RENT: Your rent is \$_____. Tenant(s) shall pay rent in full commencing on the start of the term of this Rental Agreement. A late charge may be assessed by management in the amount of \$10/Day whenever rent is paid more than five (5) days after it is due. A check return charge may be assessed by management in the amount of \$65.00 whenever a check for rent or any other charge is returned unpaid from a bank or financial institution. A convenience charge of 3% will be assessed if paying by credit card. All rent and utility charges due and owing herein shall be made payable to:

Coconuts RV Park, LLC by check or money order and be delivered either personally or by U.S. Mail to the park office at the following address:

15209 Red Hollow Rd
Gravois Mills MO 65037

If rent payment is to be made in person, the Park Office is usually open from 8 A.M. to 6 P.M. The rent is not refundable when the tenant leaves any time before the final day of the lease period.

RENT INCREASES: Notices of rent increases during the term of this Agreement will be in accordance with the terms and conditions of any law in effect, but no rent increase shall take effect less than thirty day from the date of written notice from the park.

UTILITIES AND OTHER CHARGES: Included in the rent are the monthly charges for:

Water / Sewer / Trash

In addition, the following services or other charges will be billed by the Park to the Tenant(s) on quarterly (April 1, July 1, October 1 and January 1):

Pad Fee

RV LIABILITY AND PROPERTY INSURANCE: Guest must provide proof of liability insurance with coverage at state minimums for the RV and/or vehicle(s) to be located in the Park under this Agreement.

PARK RULES: The Park Rules are incorporated herein by reference as though fully set forth at this point. Tenant(s) agrees to comply with all Park rules that now exist as such additional rules as may be promulgated by the park from time to time.

CHANGES IN RULES, STANDARDS OF MAINTENANCE, SERVICES, and EQUIPMENT OR PHYSICAL IMPROVEMENTS: The Park's rules and regulations, standards of maintenance of physical improvements in the park, together with services (including utilities), equipment and physical improvements within the park may be changed from time to times as provided by any law then in effect.

ENTRY UPON RESIDENT'S SPACE: The Park shall have a right of entry upon the land on which a recreational vehicle is situated for maintenance of utilities, maintenance of premises if the occupant fails to do so, and the protection of the Park at any reasonable time. However, such entry shall not be in a manner at a time which would interfere with the occupant's quiet enjoyment. The Park may enter a recreational vehicle without the prior written consent of the occupant in the case of an emergency or when the occupant has abandoned the recreational vehicle.

TERMINATION OF RENTAL AGREEMENT BY TENANT: Tenant(s) understands that this Rental Agreement will remain in effect and Tenant(s) will be liable to pay rent as set forth in this Agreement whether or not the Tenant(s) occupies the space or maintains a recreational vehicles at the space for the term of this Rental Agreement, unless the Tenant(s) sells the recreational vehicles to a purchaser who is approved by the Park and who executes a new Rental Agreement.

RENTING OR SUBLETTING: Tenant(s) shall not sublease or otherwise rent all or any portion of Tenant(s) recreational vehicle or the premises **without Park written permission.** Tenant(s) shall not assign or encumber his or her interest in this Rental Agreement or the premises. No consent to any assignment, encumbrance, sublease or other renting shall constitute a further waiver of the provisions of the paragraph. If Tenant(s) consist of more than one person, a purported assignment, voluntary, involuntary, or by operation of law, from one person to the other shall be deemed an assignment with the meaning of this paragraph.

PETS: Permission to keep a house pet in the Park must be obtained from Park Management. A house pet is defined as a pet that spends its primary existence within the RV. Park Management reserves the right to deny a Resident a pet if a proposed pet would pose a threat to the health and safety of Residents of the Park. The Pet Rules are incorporated herein by reference as though fully set forth at this point. Tenant(s) agrees to comply with all Pet Rules that now exist and such additional Rules as may be promulgated by the Park from time to time.

DANGEROUS DOG BREED POLICY. The following breeds of dogs have been identified as potentially dangerous breeds: **Pit Bulls, Chows, Akitas, Alaskan Malamutes, Wolf-hybrids,** or any dog that is a mix which includes any of these breeds. If you keep one of these breeds (except Wolf Hybrids which are not allowed under any circumstance), you will need documentation from a veterinarian stating the dog is not considered dangerous, and proof of liability insurance that covers the animal.

USE PROHIBITED: The recreational vehicle and premises shall be used only for private residential purposes and no business or commercial activity of any nature shall be conducted thereon.

WAIVER: The waiver by Park or, of the failure of the Park to take action in any respect because of any breach of a term, covenant or condition contained herein of the violation of a Park Rule or Regulation shall not be waiver of that term or rule. The subsequent acceptance of rent by the Park shall not be a waiver of any preceding breach of this Rental Agreement by the Tenant(s) or any violation of Park Rules or failure of Tenant(s) to pay any particular rent, regardless of the Park's knowledge of the preceding breach or violation of Park Rules or Regulations or failure to pay rent.

ATTORNEY'S FEES AND COSTS: In any action arising out of Tenant(s)'s tenancy or this Agreement the prevailing party shall be entitled to reasonable attorney's fees and costs. A party shall be deemed a prevailing party if the judgement is rendered in his or

her favor or where the litigation is dismissed in his or her favor prior to or during the trial, unless the parties otherwise agree in the settlement or compromise.

WAIVER OF JURY TRIAL: Both parties to this Agreement expressly waive the right to a trial by jury in any action arising out of or related to the provisions of this Agreement. Both parties expressly state they have had adequate time to consult with an attorney of their choosing regarding this provision and waiver of jury trial.

CHOICE OF LAW AND FORUM: This Agreement shall be interpreted and governed under the laws of the State of Missouri. Any lawsuit arising out of this Agreement shall be venued in the Associate Circuit Court or the Circuit Court of Morgan County, Missouri.

INTERPRETATION: Each provision of this agreement is separate, distinct and individually enforceable. In the event any provision is declared to be unlawful or unenforceable, the validity of all provisions shall not be affected.

ENTIRE AGREEMENT: Tenant agrees that this Rental Agreement contains the entire Agreement between the parties regarding the rental of space within the Park. All prior negotiations or stipulations concerning this matter which preceded or accompanied the execution of this Agreement are conclusively deemed to have been superseded by this written Agreement. This Agreement completely supersedes any prior Agreement of the parties, whether in writing or oral.

SUCCESSORS AND ASSIGNS: This Agreement and each and all of its terms, provisions, covenants, conditions, rights and obligations shall be binding upon the time and insure the benefit of the parties hereto and their respective successors, assigns, heirs, executors, and administrators.

ALTERATION OF THIS AGREEMENT: This Agreement may be altered only by written agreement signed by both of the parties or by operation of law.

ACKNOWLEDGMENT: Tenant(s) acknowledges that he and/or she has read, understood and received copies of this Rental Agreement, together with a copy of the Park Rules and Regulations, and further that he and/or she has read and understand each of these documents. Tenant(s) understands that by executing this Rental Agreement, he and/or she will be bound by the terms and conditions thereof.

WAIVER OF LIABILITY: Guest does hereby waive and release any future claims for negligence, personal injury, bodily injury, premises liability, dangerous conditions, or similar claims which may arise against the Park and any of its members, managers, officers, directors, employees, agents, or independent contractors during or as a result of Guest's stay at the Park. Guest further agrees to defend and hold the Park harmless, including both indemnification for losses and for attorneys fees, from any such claims asserted against the Park by Guest or anyone present on the property by, under, or through Guest's invitation or permission.

Tenant(s)
(All Adult Tenants Must Sign)

(Sign)

Date Signed: _____

(Print Name)

(Sign)

Date Signed: _____

(Print Name)

Coconuts RV Park, LLC

By: _____
Signature of Authorized Agent

Date Signed: _____

Print Name

Coconuts RV Park, LLC

Campground Rules, Curfew, Alcohol Use, Tobacco Use, and Pet Policies (§ 419.090 of the Revised Statutes of Missouri)

PARK

- ❖ You must be at least 21 years of age to lease an RV site and have a valid driver's license.
- ❖ Guests over the age of 21 may consume alcoholic beverages, but alcoholic beverages are prohibited from being brought onto any other Coconuts property.
- ❖ Tobacco and legally-authorized medical marijuana use are prohibited in common use areas of the Park, except in designated smoking areas. All cigarette butts must be properly disposed of in a fireproof receptacle.
- ❖ Any use of illegal drugs or controlled substances is prohibited and will result in immediate removal of the violator and all of his or her guests or co-tenants from the Park.
- ❖ The discharging of firearms, BB guns, paintball guns, bow and arrows, sling shots, or any devices that use burning powder, explosives, compressed gases, etc., is prohibited. Fireworks are NOT permitted
- ❖ Hunting is not permitted.
- ❖ No parking on the grass or in the loop islands.
- ❖ Dumping of grey water will not be allowed in the parks, except into the wastewater collection system provided by the Park.
- ❖ Removal of plants, animals, rocks, or downed timber is prohibited without written permission from the Park owner.
- ❖ Pets must be kept on leashes no longer than 10 feet and/or under control at all times. Pet owners must place all solid pet waste in trash receptacles.
- ❖ No animal(s) will be allowed to be left unattended.
- ❖ Children must be accompanied by an adult while in the playground area
- ❖ Tent camping is not permitted in the Park.
- ❖ Clotheslines or tarps are not permitted in the Park.
- ❖ All wheeled vehicles and trailers must be kept on roads and parking pads except as otherwise permitted by special management rules.
- ❖ Excessive volumes on radios, televisions, musical instruments, etc. are not permitted. Shutdown of these items may be necessary depending on your proximity to other campers. Quiet hours are from 11 p.m. to 7 a.m. Generators are prohibited during these hours. .
- ❖ No personal property may be left unattended longer than 24 hours.

- ❖ Please do not hang lanterns, tie ropes, dog leashes, bungee cords, etc. to trees.
- ❖ Solicitation or selling any item (including the resale of a campsite) is strictly prohibited.
- ❖ Fire pits, including those purchased from the Park are the responsibility of the camper and are restricted to the fire ring (if provided by park). Burning trash and large fires are strictly prohibited. Please put your fire completely out before leaving the area.
- ❖ Each site is allowed the use of 1 (one) golf cart. ATVs are not allowed.
- ❖ Allowable motorized vehicles include (gas or battery powered) scooters, golf carts, hover boards.
- ❖ Pools of any kind or water toys, such as slip-n-slides, and bounce houses, are not allowed.
- ❖ Residents of the park are permitted to use the facilities at Coconuts during normal business hours and must abide by restaurant rules
- ❖ Residents of the Park over 18 years of age, have full use of the Fitness Center. Equipment must be wiped down after use. Wipes will be provided for that purpose.
- ❖ Washers and dryers are for Park tenants. Dryer lint filters must be emptied after each use. Do not leave laundry overnight.

DOCKS

- ❖ Covered dock slips and wave runner shore ports are available for RV tenants on a first come first served basis for yearly rental.
- ❖ **The courtesy docks at Coconuts are only for patrons of the restaurant. Use of the courtesy docks at Coconuts by RV Resort tenants and their guests is strictly prohibited.**

I have received, read, understand and agree to abide by the rules set forth Coconuts RV Park.

Name

Date