

Pin Oak Creek RV Park (Hereinafter referred to as POC)

Seasonal Site Agreement

This Seasonal Site Agreement is made this _____ day of _____, 20____ between Pin Oak Creek RV Park, located at 1302 Highway AT, Villa Ridge, MO 63089 and Guest, Name:

Address:

City _____ State _____ Zip _____ Ph: _____

1. POC agrees to rent to the Guest, site # _____ located in Pin Oak Creek RV Park.
2. The seasonal term shall be the camping season beginning April 1, 20____ ending November 15, 20____.
3. The guest agrees to pay POC, rent for site rented, in the amount of \$_____ per season payment due in full by March 1st, 20____. There will be a \$50 charge per month on all accounts not paid in full by April 1st of the seasonal year.
4. Year round parking of guests unit is permitted if renting site the following season. Guest is responsible for any winterizing to guest RV. A non-refundable security deposit of \$225 is due on November 1, 20____ to be used towards the following years' seasonal rate. If renting site for the following season the balance is due on March 1st of the following year. If deposit is not sent or site rental is canceled, there will be a storage fee of \$100 per month for each RV left over the winter. If RV is not removed, or full payment made by May 1, regular daily site rent will then take effect.
5. Termination of Contract: Contracts can be terminated without a refund by POC for violations of POC rules, such as but not limited to, non-payments, unruly behavior, fighting and domestic activities. Trailers will have to be removed from park within 7 days of eviction notice. Any time after 7 days there will be a \$50 per day charge for storage. Payment of \$50 per day on storage charge will be paid before trailer leaves the park.
6. The guest agrees to use the premises for Camping Use Only and does certify that the site cannot be used by anyone not listed on this seasonal agreement, without prior permission from POC. Extended stays past 14 days are not permitted. Seasonal usage includes unlimited weekends, and up to 21 weekdays whether consecutive or not. If guest chooses to quit camping, or move unit out, guest is responsible to pay any remaining seasonal rate due on this contract. There will be no refunds. If guest decides to sell guest unit after guest has signed this contract, the new guest must be approved by POC and must fill out a new contract and that site fee will be due and owing. There will be no subletting. This agreement is non-transferable. No For Sale signs allowed on guest lot or RV, all sales must be posted in the office or activity center.
7. Guest will receive a car pass; this is for guest protection so that POC employees will recognize when unauthorized vehicles are on the premises. Car passes must be displayed on guest vehicle at all times. They will be available at the office for guest to pick up.

8. Guest is responsible for keeping the lot neat, and the exterior of the RV in good repair. Only lawn furniture outside (no couches, chairs etc.) No garbage or misc items left outside. If there is a need for managers to do upkeep on guest lot there will be charges for said services.
9. The seasonal rate is only for guests approved by POC and registered at the office as a guest. Unauthorized use of site may be subject to penalties and/or may result in termination of this contract with no refunds. Parents must accompany children under age 21 that are staying at their seasonal site. No student groups or house parties of any kind permitted.
10. All visitors and daily guest must register at the office and receive a car pass. There is a \$5.00 fee for daytime visitors and a \$10 fee for each overnight visitor. These charges are to offset the expenses of security, insurance, maintenance etc. Guest are responsible to register each visitor. No daytime only visitors allowed to remain in the park after 10:00pm. No large parties, loud music or unruly behavior will be allowed.
11. Parking is limited to guest site. One vehicle allowed per site, guest must park extra vehicles in the overflow parking lots. Please do not use empty sites for any purpose. No unlicensed or inoperable vehicles are allowed.
12. Pets must be kept on a leash, cleaned up after and not left unattended at campsites. No pets allowed in pool area, office, bathhouse or other resort buildings.
13. Electric: Meters will be read on the first day of the month and the last day of this agreement. Electric is due the 15th of the following month. A 10% late fee is charged after the 15th. Advance payments accepted on account, to avoid late fees. Bills will not be mailed. Guests are responsible to pick up electric bills at the office.
14. Guest must notify the office if replacing RV.
15. RV must be portable and remain portable in the event that it must be removed off the site for maintenance purposes.
16. A Dumpster is provided for normal garbage generated at POC.
17. Our pool is for registered guests only. Visitors are not allowed in the pool area with out an accompanied guest for any reason. Children under 14 must be supervised by an Adult over 18. No life guard on duty, swim at own risk. Obey all posted pool rules or guest may lose pool privileges.
18. Alcohol permitted only at guest campsite, Excessive use will not be tolerated. Underage drinking, or drug use will be reported to the police, and offenders will be banned from the resort. POC reserves the right to remove guest from campsite without any refund.
19. Site improvements such as small steps, trees, flowers, and fresh rock, are allowed at guest own expense but must be approved by POC.
20. Do not remove trees. Do not take cut firewood from sites occupied or not. Management reserves the right to remove trees or other objects on any campsite for safety or maintenance reasons and temporarily disconnect any utilities with out notice.
21. Our Resort is open year round. Therefore if guest wishes to come stay overnight at guest camper during the off season dates of November 15-March 31 guest must check in to office upon arrival and the current nightly rate will apply. Our bathhouse and showers are open year round for your convenience.
22. POC and its owners and employees are not responsible for damage, vandalism or theft of guest's RV or other personal possessions.
23. Guest agrees to relieve POC and its owners and employees of any responsibility of "Acts of God". Guest understands POC and its owners and employees are not liable, nor responsible to carry insurance coverage on tenants camping unit, vehicle, or other personal property. Guest agrees to carry his/her own liability/comprehensive insurance during the term of this agreement; Guest will furnish proof of insurance to POC.

24. This property being privately owned, the Guest accepts camping privileges with the understanding that he/she does hereby release POC, its owners and employees of all liability for loss or damage to property and injury to his/her person arising out of his/her use of its camping facilities and agrees to indemnify POC, its officers and employees, against claims resulting from loss or damage to property or injury to the person or any member of the family or visitors of the guest, arising out of the use of these camping facilities.

25. The guest agrees to read and comply with all POC rules and regulations as provided to the guest and posted in the office and/or premises.

26. The lot rent includes the following services; water, sewer, garbage disposal at the dumpster, road maintenance to the site, and all other park amenities.

27. Description of the UNIT to be placed on the seasonal site is as follows:

Make _____ Model _____

Year _____

Color _____ Serial# _____

Size _____ x _____

28. Names, and ages of your household family to be registered to campsite:

29. Type and number of pets you expect to bring to POC:

30. All rules and regulations of POC are subject to change without notice by owners; POC reserves the right to inspect all sites. Any guest in violation of the rules and regulations will forfeit this agreement and all monies paid and will be required to leave POC immediately.

31. Names of guest approved to use site # _____ at POC:

*indicates Guest from which all written or oral correspondence must be received.

32. Signed on this ____ day of _____ 20_____.

Guest: *

_____ Print and Sign Names

_____ Print and Sign Names

Pin Oak Creek RV Park Representative _____ Date _____

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to enter, for any purpose, Pin Oak Creek RV PARK (hereinafter referred to as POC and therein being defined as including but not limited to any and all areas designated as POC, riding areas, farmlands, concessions, campgrounds, boat houses, docks beaches, swimming areas and other areas appurtenant to any area where any activity related to POC shall take place), I/we, for myself, my personal representatives, heirs, and next of kin, acknowledge, agree and represent that I/we have, or will immediately upon entering any of such POC areas, and will continuously thereafter, inspect such POC areas, and all portions thereof which I/we enter and with which I/we come in contact and so further warrant that our entry upon such POC area or areas and our participation, if any, in the activities, constitutes an acknowledgement that I/we have inspected such areas and that I/we find and accept the same as being safe and reasonably suited for the purposes of our use, and I/we further agree and warrant that if, at any time, I/we are in, on or about the POC areas and I/we feel anything to be unsafe, I/we will immediately advise the POC staff of such and will leave the area. In connection therewith I/we:

1. HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE POC, its owners, operators, any persons in any POC area, owners, lessees or lessors of premises used on or about the POC areas and each of them, their officers, employees and agents for all of the purposes herein referred to as "releasees" from all liability to me, my personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to my/our person or property, or resulting in my/our death, whether caused by the negligence of the releasees or otherwise while I/we are in or upon any of the POC areas.
2. HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS POC its owners, operators, officers, directors, managers, members, employees, and agents from any loss, liability, damage or cost from any loss, liability, damage, or cost they may incur due to my/our presence in or upon any POC area and in any way participating or being at POC whether caused by the negligence of the owners or otherwise.
3. HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of others while in or upon the areas of POC and/or while riding, operating, observing, or working for or for any purpose participating in or being on the premises of POC.
4. RECOGNIZE that the operation of autos, trucks, boats, golf carts or any other motorized vehicle and activities related thereto can constitute a dangerous activity, and voluntarily assume all risk of any damage, injury or loss which may occur to me/us during the course of my activities related thereto.
5. VOLUNTARILY ASSUME RESPONSIBILITY for our actions while upon the POC property or premises and I/we will endeavor to conduct myself in a manner consistent with the safe operation of autos, trucks, boats, golf carts or any other motorized vehicle and in activities related thereto.
6. RECOGNIZE AND ACKNOWLEDGE the fact that third parties may or will be present on POC property or premises and may be engaging in the operation of autos, trucks boats, golf carts or any other motorized vehicle and activities related thereto during the same period of time in which I/we will be engaging in the same or similar activities. Further, I/we recognize that POC is not an insurer of my safety or responsible for damage incurred by me resulting from the activities of third parties during the course of our activities at POC.
7. I/WE UNDERSTAND THAT POC makes no express or implied representation as to the condition of any roads, buildings, gates, or other improvements on POC property in which the activities described herein will take place. I/we also understand that I/we may be exposed to other dangerous conditions, risk and hazards on any POC area in question, including, but not limited to, poisonous snakes, insects and spiders, erosion and general conditions of the land both on and off roadways which may create hazardous driving and walking conditions, animals both wild and domestic, which may be diseased and or potentially dangerous, as well as deep water and other potentially hazardous conditions of any POC area. I/we expressly acknowledge and voluntarily assume the existence of all such risk, hazards, and dangers to which I/we may be exposed to in any POC area.
8. HEREBY VOLUNTARILY AGREE TO INDEMNIFY, DEFEND, PROTECT, AND HOLD HARMLESS POC and any of its divisions, owners, officers or employees, volunteers, leasers, for or against any and all manner of claims, causes of action or liability arising out of any incident, injury, or damage to any other individual present at POC, for any reason, while I/we am/are on or about POC.
9. UNDERSTAND that by indemnifying POC, should it be necessary for POC, or some agent thereof, to incur attorneys fees and costs to enforce this agreement, of any portion thereof, I/we voluntarily agree to pay POC, or any of its agents, reasonable costs and attorneys fees arising there from.
10. CERTIFY that I/we have sufficient health, accident, and liability insurance to cover any bodily injury or property damage caused to a third party, or my/ourselves, as a result of the participation in the aforementioned activities. If I/we have no insurance, I/we am certifying that I/we are capable of personally paying any and all such expenses or liability.
11. Violation of the terms of this agreement or any rule of Pin Oak Creek by Guest, any member of Guest's party, or any person invited to Pin Oak Creek by Guest, shall result in the revocation of Guest's license and the towing of Guest's trailer and /or motor vehicle. The revocable license granted to Guest hereunder does not entitle Guest to statutory notice pursuant to R.S. MO 304.156 or 304.158. Prior to towing Guest's trailer or motor vehicle, Pin Oak Creek may give, but shall not be obligated to give, Guest twenty-four (24) hours notice in which to pay all amounts due to Pin Oak Creek and leave the Pin Oak Creek premises. Guest shall be liable to Pin Oak Creek for towing costs and other cost incurred by Pin Oak Creek in enforcing the terms of this agreement.
12. These grounds and this RV Park are privately owned. Pin Oak Creek reserves the right to refuse service to anyone. Pin Oak Creek shall not be liable for loss on money or valuables belonging to Guest, any member of Guest's party, or any person invited to Pin Oak Creek by Guest or Guest's party. It is Guest's responsibility to provide adequate insurance to cover losses. Guest acknowledges having received a copy of RV park policies. GUEST ACKNOWLEDGES THAT PIN OAK CREEK DOES NOT GIVE REFUNDS UNDER ANY CIRCUMSTANCES.

I/we expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad as inclusive as is permitted by the laws of the State of Missouri and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made. I/WE HAVE READ AND UNDERSTAND THIS RELEASE.

Signature _____

_____ Date

Print Name _____

_____ Names of members in Guest's party

Number of members in Guest's party _____

_____ Names of members in Guest's party

General Information and Park Policies

Please forgive us this day for all the rules that follow: Just as we forgive those few campers that make them necessary. We are all here for a good time, as long as it does not come at the expense of your neighbors.

OFFICE HOURS- The office and general store are open when the door is unlocked which is most of the time. The actual hours change with the season and are posted. The general store includes RV parts, toiletries, grocery items, as well as food items. This is where you can order firewood, request propane fills, pick up and drop off mail, fax documents, and get information about the area.

CHECK-OUT TIME- Check out time is noon, if you would like to stay and play for longer then that, please check with the office and pay for another day.

PARKING PERMITS- You were issued a parking permit when you registered or renewed. Please hang this permit on your rear view mirror. Should you have a guest visit you in the park, please have them stop at the office and get a visitors pass. All vehicles must have a parking permit hanging from the rear view mirror.

VISITORS AND GUEST- All visitors must register in the front office, pay the day use/overnight use fee and obtain a parking permit for their vehicle. All vehicles must be parked in the overflow parking lots.

EXTRA VEHICLES- One RV and one vehicle per site. Do not park in any area other then your assigned campsite. Check with the office for extra parking availability.

OPEN FIRES- Open fires are allowed as long as it is in a designated fire ring. All fires must be extinguished before leaving the area. Firewood is for sale at the General Store, burn it and not your trash. Please do not move fire rings.

CLOTHES LINES- Clothes lines are very dangerous, especially at night, and we cannot allow them in the park.

FIREARMS/FIREWORKS- Firearms and fireworks are not permitted in the park.

PETS- Pets are welcome on a leash, but you must "**PICK UP WHERE YOUR PET LEAVES OFF**" (better you then us). Owners of uncontrolled, barking dogs will be asked to leave. Do not leave the park with pets tied down outside and unattended. Pets are not allowed in any of our facilities.

CHILDREN- Children are wonderful to have in the park. They are the main reason we do what we do for them. However, we are not babysitters, and you are responsible for your child's actions, please keep a watchful eye on them.

RESTROOMS AND SHOWERS- We have two sets of restrooms and showers available for the exclusive use of our guests. We clean them regularly, but it does help when you clean up after yourself.

NEIGHBORS- Please respect the **PRIVACY** of others and do not cut across occupied campsites.

GENERATORS- Generators are noisy and they disturb your neighbors. We pay the electric company so that you do not have to run your generator, please keep it that way.

GARBAGE AND LITTER- Trash bagged and secured tight may be deposited at one of the cans in your row, or at the dumpsters on each end of the park.

WORKING ON VEHICLES- Mechanical work and changing of oil are not to be done on park grounds. Batteries and oil are not allowed in the garbage dumpsters.

SEWER HOSES- All sewer hoses must have a tight fitting elbow with a secure connection to the ground. Loose sewer hoses are not to be stuck down the sewer pipe.

SPEED LIMIT- We have lots of kids playing, and lots of animals in the park. Please keep your speed under 5 miles per hour while in the park.

SMOKING- There is to be **NO SMOKING** in any of the facilities.

LOUD HOURS- Loud time is from 7:00 a.m. to 10:00 p.m. Sound carries a long way at night so please be courteous to your fellow camper.

NEAT AND TIDY- Clean campsites are what we like to see. If you are not using it, put it away. We are trying to keep a good looking park for all of you, please do your part to help in that way. Winds can come up very sudden; so do not leave your awning down or lawn chairs out while you are away. They may not be there when you get back.

VEHICLE APPEARANCE- It is the express right of the Park management to refuse service to and vehicle, which, in the opinion of management, is not in conformance with the overall level of quality and appearance of the park.

DECIDE TO STAY LONGER- Kind of nice here, isn't it? If you wish to stay longer, like a week or a month, you can take advantage of the discounted rates by paying up no later than the second day of your stay.

WHEN YOU LEAVE- Make sure that your spouse and children are on board. If you need road conditions or travel information, we would be happy to check on those for you. Please drive safely, we want you to return soon.

WE DO MOST ANYTHING WE CAN TO MAKE SURE YOU HAVE A GOOD TIME WHILE YOUR HERE. THESE POLICIES ARE IN PLACE SO THAT YOU AND YOUR NEIGHBORS CAN HAVE THAT GOOD TIME. SHOULD YOU DECIDE TO NOT FOLLOW THESE POLICIES, YOU WILL BE ASKED TO LEAVE THE PARK. MANagements DECISIONS, ARE FINAL AND THERE ARE NO REFUNDS.