

PAD: _____

SUNSET MARINA at 43, LLC
4269 Hwy 43N Brandon MS 39047
RV Pad Guest Agreement

DATE: _____

This Agreement does not include a dwelling unit and is not a residential lease. Agreement may be terminated for any reason on seven (7) days written notice posted on the RV, after which utilities will be locked and RV towed from property at owner’s expense. Failure to pay fees when due may result in the immediate locking of utilities and towing of RV from property.Guest initials _____

GUEST NAME: _____ Email: _____

ADDRESS: _____ Zip _____

CELL PHONE NO: _____ (Agree to Text Announcements) Yes: _____ No: _____

RV: Manufacturer: _____ Type: _____ Year: _____ Length: _____

VEHICLES: (1) Make _____ Model _____ Year _____ License No. _____

(2) Make _____ Model _____ Year _____ License No. _____

ANTICIPATED LENGTH OF GUEST STAY: _____ DRIVER’S LICENSE NO: _____

RATE: _____ (per month in advance)

No more than one family unit shall occupy any one camper. Persons that have not signed an Agreement or have not been approved for occupancy shall not occupy the camper without the written consent of Marina. Such occupancy shall constitute a **TRESPASS INTO RV PARK**.

1. Fees. Fees are due and payable without notice on the 1st day of each month, and must be paid no later than the 5th of each month. A convenience fee is added for credit card payments.

- a. Payments are to be made to Sunset Marina at 43, LLC at 4269 Hwy 43 North, Brandon, MS 39047.
- b. Electricity Guest will be responsible for electric bill.
 Marina will be responsible for the first \$125.00 of electricity used. Any overage will be billed to Guest, which shall be due 10 days from notice.
- c. Marina will be responsible for water/sewage to the pad.

2. Deposit. A deposit of \$200.00 is required. We request a 30 day notice when leaving, but leaving prior to a seven (7) day notice will result in forfeiture of deposit.

3. Late Charge. If any monthly fee is not received in advance by Marina on or before the 5th day of the month, there shall be a late charge of \$40.00 added to amount due. Any monthly payments not received on or before the 15th day of the month will result in an additional \$40.00 late charge. In addition, 2% per month interest will be added to bills thirty (30) days past due.

4. Vehicles and Parking. Guest may only park vehicles or trailers entirely on the pad. On site storage of boats or trailers may be available for an additional fee. No repairs shall be allowed on the property. Washing vehicles on Marina property is not permitted.

5. Further Conditions and Agreements: Guest must adhere to all Rules of the Campground which may be amended without notice, and Guest acknowledges receipt of current Rules. There are no oral understandings, terms or conditions and neither party has relied upon any representation, express or implied, not contained in this Agreement.

6. Pets. Guest shall maintain pets on a leash and not allow pets to roam the property. Guest shall immediately clean up after any pets.

7. Partial Payments. Acceptance by Marina of a partial payment shall not be considered or construed to waive any right of Marina or affect any notice of legal proceedings. Waiver by Marina of any breach or conditions of this agreement shall not be construed as a waiver of subsequent breaches or conditions.

8. Subletting: Guest shall not rent the RV Pad without the written consent of the Marina.

9. Maintenance of Camper and Pad: Guest shall keep the premises neat and clean and use it in such a manner as not to be detrimental to any other Guest or to the operation of the park for health, safety or aesthetic reasons. No awnings, screen rooms, added rooms or sheds may be placed on the Pad without prior written approval from Marina.

10. Responsibilities of the Guest: Guest must respect the privacy of others. Guest and Guest's household members and guests shall not conduct themselves in a way that unreasonably disturbs other Guests. Guest shall be responsible for the activities and behavior of persons visiting Marina.

11. Access: The Marina may enter the Pad without notice or permission (i) when necessary to inspect the Pad; (ii) to make necessary maintenance, repairs, alterations or improvements; (iii) or to supply agreed upon services.

12. Default: Failure to pay fees by the due date shall result in Default without further notice. If, after notice from Marina of a default in the performance of any other covenants or conditions herein contained and to be kept by Guest, Guest shall not have cured such default within seven (7) days after the posting of such notice on RV or camper; or if Guest shall at any time vacate the property; then and in such event it shall be lawful for Marina to re-enter and take possession of the pad. Upon such re-entry, Guest shall forfeit the right to use of the pad but shall not thereby be released from the obligation to pay fees or other obligations hereunder during the remaining term hereof. Marina may have the RV or camper towed and impounded until all fees are paid.

13. Notices: All notices to Guest shall be deemed to have been made when sent to the email address provided by Guest or posting on door of RV or camper.

14. Indemnity Clause: Guest agrees that he/she will protect and save and keep the Marina harmless and indemnified against and from any penalty or damage imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Guest or those visiting Guest, and that Guest will at all times protect, indemnify and save and keep harmless the Marina against and from any accident or other occurrence on or about said premises, causing injury to any person or property whomsoever or whatsoever and will protect, indemnify and save and keep harmless the Marina against and from any and all claims and against and from any and all loss, costs, damage or expense arising out of any failure of Guest in any respect to comply with and perform all the requirements and provisions hereof.

15. Attorney's Fees: Should Marina be required to employ legal counsel to enforce the terms, conditions and covenants of this Agreement, Marina shall recover all reasonable attorneys' fees, costs and any other expenses of collection. The minimum attorney's fees for filing suit to enforce collection shall be \$2,000.00.

Signed and Accepted:

GUEST

Date

GUEST

Date