

RV SITE RENTAL AGREEMENT

THIS RV SITE RENTAL AGREEMENT is executed by and between SHANKLAND & ASSOCIATES LLC d/b/a CRANE POND RV & RESORT, a Florida Limited Liability Company having a principal place of business at 6970 SW 103rd Terrace, Cedar Key, Florida 32625 (hereinafter "Crane Pond") and

OCCUPANT:

Name: _____

(List all occupants)

(collectively "Occupant")

Occupant's Address: _____

Vehicle: Make: _____

Model: _____

License #: _____

RENTAL PREMISES:

RV Site: Site #: _____

☐ 30 amp ☐ 50 amp

RENTAL PERIOD: Start date:

(Not to exceed 6 months) End Date:

1. **Rental of Premises.** Crane Pond, in consideration of the rents herein agreed to be paid by Occupant, and other good and valuable consideration, the sufficiency of which is acknowledged by Crane Pond, hereby rents to Occupant, and Occupant hereby takes and accepts from Crane Pond, that certain RV Site Space described above, which is located in CRANE POND RV RESORT, 6970 SW 103rd Terrace, Cedar Key, Florida 32625 (hereinafter "Premises").

2. Rent.

Monthly. The monthly rent shall be \$_____ per month and it shall be due on the ____ day of each and every month. If any month's rent remains unpaid after 5:00 P.M. on the third day after it comes due, Occupant shall be considered to be in default of this Agreement for non-payment, and shall incur a late payment penalty of \$_____; provided however, that if the third day falls on a Saturday, Sunday or legal holiday, the grace period granted herein shall be extended through 5:00 P.M. on the first day that is not a Saturday, Sunday or legal holiday.

Weekly. The weekly rent shall be \$_____ per week and it shall be due on _____ of each and every week. If any week's rent remains unpaid after 5:00 P.M. on the day after it comes due, Occupant shall be considered to be in default of this Agreement for non-payment, and shall incur a late payment penalty of \$_____.

Nightly. The nightly rent shall be \$_____ per night and it shall be due on _____. If any week's rent remains unpaid after 5:00 P.M. on the day after it comes due, Occupant shall be considered to be in default of this Agreement for non-payment, and shall incur a late payment penalty of \$_____.

3. **First and Last Month's Rent and Security Deposit.** Prior to entering into possession of the Premises, Occupant shall pay Crane Pond \$_____ as first month's rent, \$_____ as first month's rent, and a \$_____ deposit. In the event of Occupant's default under the terms of this Agreement, all deposits made by Occupant will be deemed to be fully earned.

4. **Purpose/Use.** The Premises shall not be used for any other purpose than for the occupancy of Occupant and members of Occupant's immediate family.

5. **Resort Rules.** Pursuant to Fla. Stat. § 513.117, Crane Pond may impose rules and regulations from time to time. Immediately upon the issuance of such rules and regulations, the same shall be incorporated into this Agreement as if set out fully herein. Accordingly, the violation or breach of any such rule or regulation shall be deemed a material breach of this Agreement.

6. **Transient Guests.** Occupant hereby agrees that, regardless of the length of occupancy, Occupant shall be a Transient guest as defined by Fla. Stat. § 513.01. Occupant irrevocably agrees to waive any right to be considered non transient. However, nothing in this

Agreement shall be construed to limit Crane Pond's available remedies and Crane Pond, in Crane Pond's sole discretion, may elect to file judiciary eviction proceedings or seek any other remedy available by law.

7. **Liability Insurance.** Occupant, at Occupants' sole expense shall be responsible for insuring Occupant's personal property which will be kept on the Premises. Occupant agrees that it will not make any claim against Crane Pond or Crane Pond's insurance company for any loss suffered by Occupant for damage to any of Occupant's personal property including, but not limited to, any vehicles owned by Occupant.

8. **Restricted Items.** Occupant shall not permit onto the Premises any waterbeds or other liquid-filled furniture, trampolines, swing sets, climbing walls, bounce houses, monkey bars, jungle gyms, swimming pools, or any other item that Crane Pond, in Crane Pond's sole discretion, deems to be dangerous or harmful. Nothing contained herein shall be interpreted to create a duty of Crane Pond to inspect for the presence or use of dangerous or harmful items.

9. **Utilities and Taxes.** Occupant shall be solely responsible for the payment of all utilities provided to the Premises. Utilities include, but are not limited to: water, sewer, gas, electricity, telephone, cable, and waste disposal. Crane Pond shall be responsible for payment of ad valorem real Premises taxes during the term of this Agreement.

10. **Assignment or Subleasing.** Occupant shall not assign this Agreement or sublease the Premises or any portion thereof without Crane Pond's written consent.

11. **Compliance with Applicable Laws.** Occupant, in the use and occupation of the Premises, shall comply with all requirements of all laws, orders, ordinances, rules and regulations of any and all governmental or quasi-governmental authorities having jurisdiction over the Premises.

Occupant agrees that the Premises, or any part of it, shall not be used for any dangerous, noxious, or offensive trade or business, and will not cause or maintain any nuisance in, at or on the Premises or in CRANE POND RV RESORT.

12. **Compliance with Environmental Laws.** Occupant, in addition to the covenants contained elsewhere in this Agreement, agrees and warrants to Crane Pond that Occupant shall, at all times be in compliance with all applicable local, state and federal environmental laws, including, by way of example and not limitation, with all laws, rules and regulations dealing with the use, care, disposal, storage and treatment of any sewage substance or material. If Occupant does not

comply with any environmental law, rule or regulation, Crane Pond, in Crane Pond's sole and absolute discretion, may terminate this Agreement and Occupant shall be liable and pay to Crane Pond all damages suffered by Crane Pond because of Occupant's lack of compliance, including any decline or decrease in the value of the Premises. This remedy shall not be exclusive.

13. **Conduct of Occupant.** Occupant shall not permit or suffer any noise, disturbance or nuisance in, at or in CRANE POND RV RESORT.

14. **Condition of the Premises.** Occupant acknowledges that Occupant has performed all inspections deemed desirable in Occupant's sole discretion and is satisfied with the results thereof. Occupant further acknowledges that Crane Pond has made no representations whatsoever regarding the condition of the Premises and Occupant accepts the Premises in its present "AS IS" condition.

15. **Maintenance of the Premises.** Occupant shall keep maintain the Premises, and all appurtenances, including paved and landscaped areas in good condition, which is hereby defined as its present condition, reasonable wear and tear excepted. Crane Pond shall not be responsible for any repair or maintenance whatsoever of Occupant's recreational vehicle, including, but not limited to, appliances, the roof, windows, porches, exterior walls, heating/air-conditioning system, hot water heater or heaters, and the electrical system; with Occupant being solely responsible for all repairs and maintenance. Occupant shall have the option of either completing the repairs/maintenance at Occupant's expense, terminating this Agreement immediately, or continuing to occupy the Premises without the repairs being made. Nothing in this paragraph shall be construed to relieve Occupant of its obligation to maintain the Premises in good condition, nor shall it limit Crane Pond's remedies for failure of Occupant to do the same.

16. **No Building of Improvements.** Occupant shall not build, erect or conduct any improvements on the Premises, nor make structural changes or additions to any improvements now located on the Premises, unless Occupant first obtains Crane Pond's written consent. Any such additions or improvements shall become the sole Premises of Crane Pond.

17. **Entry to the Premises.** Crane Pond, Crane Pond's agents, employees or independent contractors may enter and view the Premises for the purpose of inspecting and performing non-emergency repairs with 24 hours' notice. Crane Pond, Crane Pond's agents, employees or independent contractors may enter and view or repair the Premises immediately in the case of an emergency or Crane Pond's reasonable belief of an emergency. Nothing herein contained shall imply any duty on the part of Crane Pond to perform any repair or work on or to the Premises which under the terms of this Agreement is the responsibility of Occupant.

18. **Breach of Agreement.** The following shall constitute a breach of this Agreement:
- A. Failure of Occupant to pay the rent when due.
 - B. Violation of the Resort Rules and Regulations described in Section 5 above.
 - C. Conduct described in Fla. Stat. § 513.118.
 - D. The filing, by or against Occupant, of either a voluntary or involuntary petition for relief under any bankruptcy, reorganization, or insolvency statute.
 - E. Occupant making an assignment for the benefit of creditors.
 - F. The appointment of a receiver, conservator or trustee for Occupant.
 - G. Abandonment or vacating the Premises by Occupant.
 - H. Occupant's interest under this Agreement being sold or assigned, either voluntarily or under execution or other legal process.
 - I. Any of the goods, chattels and personal Premises owned or used by Occupant incident to the operation of the Premises and kept on the Premises being seized, sequestered or impounded by virtue of an execution or other legal process, which seizure, sequestration or impounding shall, in the sole and absolute discretion of Crane Pond, affect the continuation of Occupant's operations on the Premises.

Upon the occurrence of any of the above events, Crane Pond may, at Crane Pond's option:

- A. Terminate Occupant's right to possession of the Premises under this Agreement and re-enter and take possession of the Premises and re-let or attempt to re-let the Premises on behalf of Occupant, at such rent and under such terms and conditions as Crane Pond, in Crane Pond's sole and absolute discretion, may deem best under the circumstances for the purpose of mitigating damages and reducing Occupant's liability. Crane Pond shall not be deemed to have thereby accepted the surrender of the Premises, and Occupant shall remain liable for all rents due under this Agreement and for all damages suffered by Crane Pond because of Occupant's breach. At any time during such repossession or re-letting, Crane Pond may, by delivery of written notice to Occupant, elect to exercise any other option as provided by this Agreement or by law.
- B. Disconnect Occupant's utilities in accordance with applicable law.
- C. Have Occupant removed from CRANE POND RV RESORT pursuant to Fla. Stat. § 513.13.
- D. Declare this Agreement to be terminated, and all right and interest of Occupant in the Premises shall end, and Crane Pond may re-enter on and take possession

of the Premises. Such termination shall be without prejudice to Crane Pond's right to collect from Occupant any rental which has accrued prior to such termination, together with all damages suffered by Crane Pond because of Occupant's breach.

- E. Exercise any and all rights and privileges that Crane Pond may have under all applicable laws.

The rights and remedies of Crane Pond as provided in this Agreement shall be cumulative and concurrent; may be pursued separately, successively, or together against Occupant, Occupant's personal property, the Premises, or any combination thereof, at the sole discretion of Crane Pond; and may be exercised as often as occasion therefor shall arise. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

19. **Liens.** Occupant shall not suffer or permit any liens or encumbrances to be filed or recorded against the Premises for any reason whatsoever, including, but not limited to, work, labor, services or materials supplied to Occupant on or for the Premises. In the event of filing of any such lien or encumbrance Occupant shall, within thirty (30) days obtain the release of said lien or encumbrance either by paying all sums claimed in full or by posting a cash bond or other suitable security.

20. **Indemnification.** Occupant covenants and agrees to pay, defend, indemnify and save harmless Crane Pond, as well as all of Crane Pond's affiliated companies, corporations, partnerships, business entities, parent companies, representatives, successors, insurers, attorneys, third-party administrators, privies, and assigns, together with each of their respective past, present, and future officers, directors, shareholders, owners, members, managers, servants, agents, employees, representatives, partners, trustees, predecessors, privies, assigns, parent corporations, subsidiaries, and any and all other related, affiliated, or associated persons or entities of any type, as well as any respective heirs, tenants, agents, beneficiaries, and representatives, both past and present (collectively "Indemnitees") from and against any and all liability, loss, damage, cost, expense (including without limitation all attorneys' fees and expenses of Crane Pond) causes of action, suits, claims, demands or judgments of any nature whatsoever arising from any personal injury, loss of life, any claim by any governmental or quasi-governmental authority based on Occupants' failure to comply with any law, rule or regulation, damage to the Premises, and/or damage to Premises sustained in or about the Premises, which may arise of any act or acts, failure to act, or negligence of Occupant and Occupant's agents, employees and/or independent contractors.

Occupant further covenants and agrees to pay, defend, indemnify and save harmless Indemnitees from and against any and all liability, loss, damage, cost, expense (including without limitation all attorneys' fees and expenses) causes of action, suits, claims, demands or judgments of any nature whatsoever based upon, arising from or connected in any manner with (a) injury to or the death of any person occurring on the Premises during the term of this Agreement or any time thereafter Occupant remains in possession, (b) the use, nonuse, condition, possession, construction, operation, maintenance, management or occupation of the Premises or any part thereof.

21. **Subordination.** Occupant agrees and understands that this Agreement shall be subject to and subordinate to any mortgage or deed of trust now existing or which may hereafter be executed and delivered by Crane Pond encumbering the Premises, and any renewals or extensions thereof. Occupant agrees that on request, Occupant shall execute any paper or papers which Crane Pond may reasonably deem necessary, confirming the terms of this Agreement and providing any and all other estoppel information as may be reasonably required by Crane Pond or Crane Pond's lenders. Failure on Occupant's part to provide such estoppel information shall be an event of default under this Agreement.

22. **Quiet Enjoyment.** Upon performance by Occupant of all of the terms and conditions of this Agreement, Occupant may quietly have, hold, occupy and use the Premises without interruption by Crane Pond subject to the terms contained herein; provided however, that upon breach of any of the covenants, conditions and stipulation of this Agreement, Crane Pond may immediately and without notice or legal process re-enter the Premises and exercise any of the options available to Crane Pond under this Agreement and applicable law.

23. **Return of the Premises.** At the expiration of or termination of this Agreement, Occupant shall quietly and peaceably deliver the Premises to Crane Pond, in the same condition in which it was received, ordinary wear and tear excepted. Nothing contained in this Agreement or Occupant's occupation of the Premises shall be interpreted as conveying Occupant any ownership interest in the Premises, and Occupant waives any and all claims to the same.

24. **Waiver.** The failure of Crane Pond on one or more instances to insist on strict performance or observance of one or more of the terms, covenants or conditions of this Agreement, or to exercise any remedy or option shall not operate or be construed as a relinquishment or waiver of any future breach. The receipt by Crane Pond of rent, or additional rent or any other payment required to be made by Occupant, or any part thereof, shall not be deemed a waiver of any other additional rent or payments then due, nor shall such receipt or acceptance though with knowledge of the breach of any covenant or condition of this Agreement, operate as or be deemed a waiver of such breach. No waiver by Crane Pond of any of the provisions of this Agreement or any of Crane

Pond's rights or remedies hereunder shall be deemed to have been made unless made by Crane Pond in writing. No surrender of the Premises for the remainder of the term shall be valid unless accepted by Crane Pond in writing.

25. **Notices.** Any and all notices, demands and requests which are required to be given by either party to the other shall be in writing and shall be delivered by hand, facsimile or sent, postage prepaid, by registered or certified mail or reputable overnight courier service and shall be deemed given when so delivered by hand or facsimile or, if mailed, 5 days (or, in the case of overnight courier, one business day) after mailing, addressed to the intended recipient as set forth below:

As to Occupant:

(address)

As to Crane Pond:

CRANE POND RV RESORT
6970 SW 103rd Place
Cedar Key, FL 32625

Either party may designate a facsimile number or a different address by sending notice of address change to the other party at the address set forth above.

26. **Attorney's Fees and Court Costs.** In the event that either party engages an attorney to enforce their rights under this Agreement, or in Crane Pond's case to protect its interest in the Premises, the prevailing party shall be entitled to recover from the other reasonable attorney's fees, including attorney's fees spent on any bankruptcy proceedings and/or appeals, and court costs incurred.

27. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and no representations, inducements, promises, agreement or undertakings, oral or otherwise, exist. Any modification or amendment to this Agreement shall be in writing executed by all parties.

28. **Severability.** If any term or provision of this Agreement shall be held to be invalid or unenforceable under applicable law, the same shall be stricken from this Agreement and shall in no way affect the enforceability or applicability of any other term or provision of this Agreement. This Agreement shall remain in full force and effect and shall be construed in all respects as if such invalid or unenforceable provision were omitted.

29. **No Recording of Agreement.** This Agreement shall not be recorded in the Public Records of any Florida County.

30. **Headings/ Terminology.** The paragraph headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of any term or provision of this Agreement. The terms Crane Pond and Occupant shall include singular and/or plural, masculine, feminine and/or neuter, heirs, successors, personal representatives and/or assigns (only permitted assigns in the case of Occupant) whenever the context so requires or admits.

31. **Binding Effect.** This Agreement and the terms, conditions, agreements and covenants herein contained shall bind and inure to the benefit of the parties hereto, their heirs, successors and assigns (only permitted assigns in the case of Occupant).

32. **Applicable Law/Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida. All proceedings which may be filed by any party to this Agreement shall be filed in Gilchrist County, Florida.

33. **Radon Gas Notification.** The following notification is given pursuant to Florida Statute: "Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

34. **Lead-Based Paint Notification.** The following notification is given pursuant to Florida Statute: Any residential dwelling built prior to 1978 may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. Crane Pond is unaware of any lead based paint hazards. A risk assessment or inspection for possible lead-based hazards is recommended.

35. WAIVER OF JURY TRIAL OCCUPANT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER, OR IN ANY CONNECTION THE LANDLORD/TENANT RELATIONSHIP, OR ANY OTHER COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT TO CRANE POND LEASING THE PREMISES TO OCCUPANT. OCCUPANT REPRESENTS AND WARRANTS THAT THE WAIVERS CONTAINED IN THIS PARAGRAPH HAVE BEEN FREELY AND VOLUNTARILY MADE AFTER REVIEWING SAME, OR HAVING HAD AN OPPORTUNITY TO REVIEW SAME, WITH COUNSEL OF OCCUPANT'S CHOICE.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates appearing below their respective signatures.

Crane Pond:

By: Amanda Shankland

Date

Occupant:

(signature)

(signature)

(print)

(print)

Date

Date