

**RENTAL & USE AGREEMENT 2016: RV Sites and Park Model Sites:**

Please clearly print when filling out the application/information form. Information will be kept on file at the Snug Harbor office. Snug Harbor will complete the "table" section of the form below, after review of the other information you are providing.

RV site lease: ( <i>Snug Harbor staff to complete this section</i> )		Date: _____	Annual cost
Site # _____	Term of lease: ___ year ___ mo.	Start: _____	
		End: _____	
		# of months x monthly rate	
A. Site lease/storage of RV, estimated occupancy less than 60 days			
B. Site lease/storage of RV plus estimated occupancy more than 60 days per year (covers increase in general park utility costs and water system maintenance) (add \$100.00 per month, each person on Lease staying onsite over 60 days, using SHR well & septic)			
Electrical meter start _____ : prepaid amount: _____			
Garbage: _____			
5 10 15 feet extra dock space: _____			
1 2 Boat launch permits: _____			
Onsite storage unit: _____			
Dry Storage: 1 2 boat and/or trailer _____			
Covered Berth: _____ feet, Berth # _____			
1 2 Extra vehicle permits _____			
Other: _____			
<b>Total lease cost:</b> _____			
Pay Annually _____			
Pay Bi-Annual \$ _____ due on signing, 2 <sup>nd</sup> payment due date _____			
Bill me _____ quarterly or _____ monthly: <b>NOTE:</b> Leases paid quarterly or monthly are not discounted from the posted monthly/annual lease rate.			
Credit check/Processing fee paid _____			
Gate Opener # _____ Gate Keycard: \$100.00 x _____ Openers			
Vehicle permit # _____ Additional permits: # _____ # _____			
Total paid upon lease acceptance (less Credit check fee) _____			
Security Deposit paid on _____ Amount: \$ _____			
Paid by Check # _____ <i>Note: we do not accept credit card for lease payments</i>			

Name of Renter(s) \_\_\_\_\_

Permanent Residence Address \_\_\_\_\_ Phone: \_\_\_\_\_

FAX AND/OR E-MAIL: \_\_\_\_\_

1. Primary Occupant: \_\_\_\_\_ Driver's Lic: \_\_\_\_\_ DOB \_\_\_\_\_

2. Primary Occupant: \_\_\_\_\_ Driver's Lic: \_\_\_\_\_ DOB \_\_\_\_\_

(NOTE: Only Primary Occupants can bring additional guest on site as per lease agreement)

Additional persons included in lease at extra charge: (one name per line)

1. Name \_\_\_\_\_ age \_\_\_\_\_ Driver's Lic \_\_\_\_\_ DOB \_\_\_\_\_

2. Name \_\_\_\_\_ age \_\_\_\_\_ Driver's Lic \_\_\_\_\_ DOB \_\_\_\_\_

3. Name \_\_\_\_\_ age \_\_\_\_\_ Driver's Lic \_\_\_\_\_ DOB \_\_\_\_\_

4. Name \_\_\_\_\_ age \_\_\_\_\_ Driver's Lic \_\_\_\_\_ DOB \_\_\_\_\_

Open Storage location & unit information:

ST # \_\_\_\_\_ and # \_\_\_\_\_ (note that SHR may require a site change anytime during term of lease).

RV or PM license #: \_\_\_\_\_ Model, year, size: \_\_\_\_\_

Title held by: \_\_\_\_\_ Insurance Company: \_\_\_\_\_ (proof attached)

Insurance Policy # \_\_\_\_\_ Copy of Insurance attached: yes no

General description: \_\_\_\_\_ Do you have \_\_\_ PWC \_\_\_ Ski boat \_\_\_ Other water craft that you plan to use here?

Car or truck license #: \_\_\_\_\_ Model & year: \_\_\_\_\_ Color: \_\_\_\_\_

**Additional Vehicles, storage items included at extra charge: (one per line)**

1. Color, year, make and model: \_\_\_\_\_

2. Color, year, make and model: \_\_\_\_\_

## TERMS OF RV SITE & DRY STORAGE RENTAL AGREEMENT

This agreement is made this date (\_\_\_/\_\_\_/201\_\_\_) by and between \_\_\_\_\_, (herein after called "Occupant"), and Snug Harbor Resorts, LLC (herein called "Landlord or SRH").

### IT IS AGREED AS FOLLOWS:

**1. DEFINITIONS:** (a) **BUSINESS:** That the Landlord operates, owns and maintains a boat berthing facility with RV/Park Model facility on Ryer Island at 3356 Snug Harbor Drive for the rental of space to boat and owners and operators, Campers and RV owners, and for its own use and benefit in the operation of its various departments and services, but it is not engaged in the business of *public* camping or storage; (B) That "Occupant" is an individual defined by California Civil Code, Chapter 2.6 Recreational Vehicle Park Occupancy Law, Section 799.28 as the "owner or operator of a recreational vehicle who has occupied a lot in a park for 30 days or less"; (C) That the word "RV" can mean any recreational vehicle licensed in California, including a motor home, 5<sup>th</sup> Wheel, pull trailer or Park Model; and (D) That STORAGE of an RV in any lot or area in the park in excess of 30 days, when Occupant is not present or using RV, does not constitute conversion to any rights as a Tenant or Resident of Business, as "Tenant" and "Resident" are defined in California Civil Code, Chapter 2.6, Section 799, et al.

**2. OCCUPANCY & UTILITIES:** That the Landlord rents to Occupant and Occupant rents the following for recreational purposes only:

**A. RV site as noted:** Rental Base rate shown on Page 1 is for *dry storage* of the listed RV on the listed site, for the term stated, and for *occupancy use* as defined by the designated persons when entering this lease agreement, that is, occupancy of stored RV for less than 60 days per year per year, unless agreed to otherwise in writing per the "resident addendum". SHR reserves the right to require site or storage location changes during term of the lease, upon seven day notice to Occupant, if SHR deems it necessary for the best interest of the business, except for Park Model RVs, or in cases of emergency. In addition, Occupant will pay for Occupant's and additional guests' use of electrical and garbage service at the resort based upon the following: 1) Occupant will have access to a metered electrical pedestal, and will be billed based on use by the rate charged by PGE for the metered section of park. Billing rate will be based upon the average amount charged by Local utility service to Snug Harbor Resorts, LLC for the metered use, which as of 2013 is the "smart meter" type that increases the rate costs based on time of use. There are seven different PGE meters in the resort and currently PGE charges different rates per meter. Your sub-meter will be read at beginning and end of lease term only. Upon request, copies of the bills are available to review at the office. Please never leave your air conditioning units on when leaving the park to go back to your permanent residence. You may not plug into any other electrical outlet or pedestal other than the one included in this lease agreement. If you need an extra freezer or other equipment, it must be kept and used only within your own RV. 2) If Occupant wishes to have a small propane tank installed by RV, Occupant must make arrangements for such installation with a vendor acceptable to Landlord. Occupant must hide tank behind a "privacy screen" and tank must be secured in case of emergency; 3) Garbage collection billing is as noted above, and is based on collection increase rates incurred by park in 2015. Charge is based on one can per week, on average, for the whole year. **DO NOT BRING GARBAGE FROM OFF SITE!** Occupant is responsible for bringing his/her own garbage to the large garbage bin(s) located in the park. Occupant must keep garbage can behind a privacy screen or within RV. Do not put the following items in any garbage bin, can or anywhere onsite: car or boat batteries, oil, old gasoline, paint products, or any other toxic or hazardous materials. You are responsible for taking these products off site and disposing of them at appropriate locations per California and Federal Environmental Protection regulations; 4) Resorts provides water service to the RV site. Water is from two wells located onsite, (adjacent to the river), that are regulated by the State of California and are tested regularly per state law. Water is chlorinated when needed. In addition please note that over the last two years or so the water quality of the wells has declined as the drought and other Delta developments have affected groundwater, resulting in an increase of levels of natural minerals in the drinking water wells. For this reason **we advise you to use your own bottled water for drinking purposes**, and if required by the state, a water filtration system may be required to be installed under the kitchen sink, at RV owner expense. If you would like more information, we post well tests in the office, provide an annual report to leaseholders and post information at the "leaseholder" page at our website when the annual report is available to view. We will continue to filter the water and do upgrades when and if required by the state drinking water quality department, if such improvements become needed. Occupant anticipates there will be more than 2 persons utilizing RV site on a regular basis. The following fees shall apply: \$25 per month for each additional person on lease. This extra fee is charged to compensate resort for additional use of resorts' facilities, plus anticipated extra wear & tear on resort. Extra persons, though named in the

lease, only have access to facilities and RV when the Primary Occupant is also present. (Exception: Children of Primary Occupant, age 16 or less, charged at ½ the normal rate per month)

**B. Use of Dry Storage space:** Rental rate stated page one of rental lease, payable as stated. No use shall be made of designated dry storage space except as defined in this agreement, without the prior written consent of the Landlord. Said use or uses shall not be sublet or loaned without the written consent of the Landlord. Paying dry storage fee does not entitle renter to additional use of dock space. When launching boats or PWC, you must return the trailer to its designate storage spot, and berth your stored items at your designated dock or berth only. We reserve the right to move items dry stored at park to alternate locations if necessary for the efficient use an management of park. We will attempt to provide 72 hours notice prior to moving stored items, except in cases of emergency or if stored item is blocking an area that requires utilities repairs or other construction activities. Boats or RV units in dry storage can be covered only by a fitted cover designed for that item. Tarps or plastic sheeting will be allowed only for a temporary or emergency cover. Storage onsite is subject to availability.

**C. Additional vehicles:** Occupant anticipates bringing more than one vehicle on site when visiting the park. Vehicle parking stickers or tags must be displayed on vehicle at all times when vehicle is on site. Permitted vehicles must be parked at leaseholders RV site (1<sup>st</sup> vehicle), and if there is no room for a second vehicle, parking shall be in our middle storage area or other open vehicle parking onsite, not in sites of other leaseholders. Leaseholder vehicles found parked in other RV sites will be charged at our daily parking rate of \$10 or \$65, depending on the impact of the improperly parked leaseholder vehicle. Vehicles can not be stored onsite or left onsite when Occupant is not also present over night onsite. If Occupant wishes to *store* a vehicle onsite when not present, please arrange for storage lease. Vehicles of guests will be charged a daily rate as posted in the office.

**D. Enclosed Storage Unit (location and rental rate stated above):** No use shall be made of designated enclosed storage space except as defined in this agreement, without the prior written consent of the Landlord. Said use or uses shall not be sublet or loaned without the written consent of the Landlord. Paying storage fee does not entitle renter to additional use of dock space. We reserve the right to move enclosed storage units to alternate locations if necessary for the efficient use an management of park. We will attempt to provide 72 hours notice prior to moving stored items, except in cases of emergency or if stored item is blocking an area that requires utilities repairs. No electrical or water service is allowed in these units. Do not store any dangerous, illegal or combustible materials in these units, as they can become quite hot inside during the summer months. Storage onsite is subject to availability.

**3. RENT RATES & USE:** The rental rate set forth above shall remain in effect until stated expiration of lease or Landlord gives written notice of a change in said rent, at expiration of lease. Rental is based upon an annual amount, payable as noted above. If lease payment will be paid in installments as noted on Page 1 of this Agreement, the full annual lease amount shall be owed, even if leaseholder decides to vacate site prior to lease expiration, except as noted in the "Termination" Clause below. Partial months shall be pro-rated so that all rents become due on the first day of each month, Bi-annual or year, as the case applies. Any change in rent shall be effective on the date specified in said notice, which date shall not be less than thirty (30) days after the giving of said notice, unless tenant lease has already terminated and they are, in effect, renting on a day to day basis. In such case, rent or lease changes will have a seven (7) day notice. Rent shall be mailed to: [Snug Harbor Resorts, LLC 3356 Snug Harbor Drive, Walnut Grove, CA 95690](#)

Rent and other charges not paid and *received* by the dates as noted above, shall be determined to be delinquent if not *received* by 5 PM on the fifth (5<sup>th</sup>) day after said due date(s) and thereupon the rent for that period shall be increased by a late fee charge of \$50.00 plus 10% added to rents due each month the rent continues in arrears. After the 5<sup>th</sup> day, if rents for that month are not paid in full, Occupants 'Gate Opener numbers may automatically, and without further notice to Occupant, be changed by management, with the result that Occupant may not have access to facility without first checking in at Marina Manager's Office and paying all past due rents and fees, plus \$100 reactivation fee per gate opener deactivated due to Occupant's late payment. In addition, any monthly rental fees paid by credit card will incur an additional \$50 processing charge to defray office bookkeeping costs for credit card payments. We DO NOT accept annual or semi-annual rental payments by Credit Card. Rental fees paid entitle Occupant to only the following additional property use terms:

**A. RV storage for Occupants:** Payment of Rental fee entitles you to use of designated site for storage of one RV unit specified in this Agreement, for the term specified. Unless specified otherwise, 1 vehicle stored at the designated location only when Occupant is present is also included. Vehicles other than RV can not be stored at rental site when occupant is not staying at resort. Vehicles must display parking permits at all times and be parked on the RV site. Occupants also have access to undesignated dock space if so specified on Page 1. Dock space is for Occupant's boat or PWC exclusively, and is not intended for use by others when leaseholder is present, nor may leaseholder sublet even for a day. Dock space can not be used for stay-on-board purposes unless arranged in advance.

■ B. Use of RV space, at the rate specified here, is limited to the occupancy day limits specified by lessee above. The State of California now imposes substantial increase in requirements for maintenance and testing of RV & Mobile home park water and well systems if many persons live onsite. The definition for a person living onsite is one who may occupy their RV unit more than 60 days per year, so that is why we now ask leaseholders to estimate their intended occupancy for the year. If leaseholder is interested in a residential lease, note that there are additional fees charged to cover additional maintenance costs incurred by landlord as a direct result of new water testing and water system management. Occupant agrees to be responsible for all costs associated with enforcement of the terms of this agreement, including reasonable attorneys' fees, if Occupant attempts to convert to or become a Resident or Tenant of park as defined by California Civil Code 799.30 and 799.32 respectively, without prepayment of additional live onsite fees and completion of alternate lease agreement. Occupant is entitled to bring onsite with him or her only the persons designated herein, and the other persons listed in lease must be onsite ONLY with Occupant also present, except as otherwise noted in this agreement. Occupant may not use resort address to receive mail. You are entitled to use Park facilities, including Swim Beach (when no private parties are scheduled), and Guest dock. Boat launch use by Occupant is included only if noted on page 1. Boat launch use by family or friends of Occupant is specifically not included in this lease agreement, and Occupant agrees to pay in advance for use of boat launch and dock space by the guests of Occupant.

■ C. Guest Use: If Occupant wishes to have additional guest of Occupant onsite periodically, the guests are welcome if the following criteria is met: *Occupant must make prior arrangement with the office and there will be additional charges for additional persons allowed onsite, based upon resorts' normal daily use rates, unless Occupant has "Visitor Credits". (This charge is necessary to defray resort costs for the extra use) It is Occupant's responsibility to notify office at least 24 hours in advance of schedule of guests use, and to pay in advance for the guests fees.* To notify the office of a guest coming in, please go to the office to sign guest sheet or leave a message on the main Snug Harbor telephone line at 916-775-1455. *We reserve the right to refuse access to any person not prescheduled, or scheduled to late, and not approved by the office. We will exercise our right to refuse access if such guest access would cause the resort to exceed limits as per use permit, or if additional guests would cause undue additional burden on staff and resort facilities. Guests must be accompanied by Occupant whenever they use the facilities, and if staying overnight must be staying with Occupant in Occupant's Park Model or RV. Except as otherwise noted in this agreement.* Violation of park rules or failure to pay guest fees in advance, whether by Occupant or Occupant's guests, will constitute a cause for immediate termination of this lease with 30 day notice as specified herein.

"Visitor Credits" or our Guest Use fee waiver: Note that leaseholders in good standing (no past due rents) are provided the benefit of **eight (8) free non-cumulative guest passes per month**, so long as guests are prescheduled. In no case can the number of people per site go over 8 persons, either for day use or overnight use, including guests staying on site for more than 30 minutes. Children of any age are counted for purposes of this agreement and all Snug Harbor rules.

■ D Additional periodic overnight Guest Use, fee waiver: Up to three (3) times per year, Leaseholder may allow other family members to use Leaseholder's unit, without Leaseholder being present. Use can be for *up to seven consecutive days at a time*. Leaseholder is responsible for informing his/her guests of park rules, and Leaseholder is responsible for the actions of his/her guests while guests are onsite using Leaseholder's unit. Leaseholder must notify office in advance that Leaseholder's unit will be used, must provide the name(s) of persons utilizing the unit and the dates of stay. Maximum of six (6) family or friends can stay in the unit, unless arranged otherwise in advance with the office. Leaseholder must advise his/her guests that daily parking fee will be charged for any vehicle coming or staying onsite, and for use of boat docks, boat launch and boat trailer storage. Occupant may not sublease or rent out Occupant's site or unit to anyone

■ E. Stop-in guests of less than 30 minutes are allowed without charge only if the office has been notified of the short visit *in advance*, so that we have the name of the visitor prior to their arrival. Guests coming onsite for thirty minutes will be given a temporary pass which must be returned to the office in the correct time frame, or day use fees will be due to be paid BY THE LEASEHOLDER. Unscheduled guests may be denied access to the park. This rule is intended to protect BOTH the Occupant and the park from unscheduled or uninvited guests. If occupant has a surprise guest come to the park or docks without first checking in at the office, it is occupant's responsibility to escort the guest to the office and arrange for payment of guest fees. If occupant's site has reached its maximum, the guest(s) will be asked to leave.

■ F. Violation of the guest rules, by Occupant or Occupant's guest, will be cause for immediate termination of lease with 3 day notice. If Landlord elects to not terminate lease, Occupant will be given a warning of the specific violation of lease, the warning will be noted in Occupant's file, and if there are repeated violations noted in the file, Landlord will refuse to renew lease upon its expiration

date noted above. \$25.00 will be charged against Occupant security deposit each time staff has to address the "guest use" issue with Occupant due to Occupant violation of lease agreement only. Occupant agrees to be responsible for all actions of Occupants' guests which results in any costs to Snug Harbor Resorts, LLC, and shall indemnify Landlord for all such costs.

■ G. Occupant will maintain an insurance policy covering the RV as well as injury coverage for Occupant and Occupants' guests, naming Snug Harbor Resorts, LLC as additional insured.

■ H. Occupant is allowed to bring on site his or her own pets only. Pets must be kept on leash. Please do not let your pet run freely in the park unattended. We realize that pets sometimes "escape" but please don't intentionally let them run freely in the park. If Occupant has guests that bring pets, there will be extra charges for the pets, and Occupant agrees to be responsible for any damage or injury caused by the pet of the guest. Pet owner must clean up after pet always. Occupant has read and agrees to abide by the pet rules posted in the office. Occupant agrees to keep pet current for all required shots, including rabies. Occupant agrees no aggressive breeds, including pitbulls or Dobermans are allowed onsite.

**4. RV SITE MAINTENANCE & IMPROVEMENTS:** In order to maintain a beautiful and well-groomed resort, any and all upgrades to individual RV sites must be pre-approved in writing by resort owners. The goal is to have a resort that is peaceful and esthetically pleasing to all patrons. NOTE SITE PLAN FOR DETAILS!

■ A. Occupant may add steps, pavers, decks or fences to lot only if such additions are pre-approved in writing by resort Manager or Owners, and the addition meets all applicable county, state or federal agency requirements. Improvements can not block vehicle parking for the site. Occupant has been advised that Landlord is licensed as a RV/MH Park or "Special Occupancy Park" regulated by the California Dept of Housing and Community Development (HCD), Solano County, and many other governmental agencies. HCD rules and regulations are found online at <http://ca.gov> and you can view a copy in the office. In addition, attached is a sample site plan that reference particular code requirements that usually come up regarding building of decks, patios, storage, awnings and screen rooms. It is Leaseholder's responsibility to comply with state regulations and approval of a site plan by resort management does not indicate approval by any governmental organization. Any improvements must adhere to the attached site plan for either regular RV sites, or if installing a Park Model RV, adhere to the Park Model lot plan. Decks can not be over 12" off the ground or HCD permits may be required, and decks must be movable or temporary. Any and all such additions must meet quality and visual standards of the resort and must be constructed for "commercial" use or application even though it is intended to be used privately by Occupant and Occupant's guests only. Decks and steps must be constructed so as to be "temporary" installations and easily movable. All decks and steps over 12" above ground level must have appropriate hand rails installed for safety. Decks must be made of wood or plastic or vinyl deck materials. No permanent screen rooms or added structures are allowed at this time.

■ B. Occupant may install an exterior storage unit so long as the storage unit and location is pre-approved in writing by resort management. Exterior storage unit can not be placed in a location where it encroaches on other sites, nor where it encroaches on vehicle parking area. Storage units must have one side set up flat against the RV unit, and it can not hinder access to the utility pedestal. Storage unit must be temporarily secured to the RV unit or secured to the ground so that it does not blow over or float away in cases of high winds or floods.

■ C. Occupant may install planters or potted plants on the deck only. It will be Occupants sole responsibility to maintain all such landscaping. No drip systems for watering of plants are allowed. Resort will be responsible for watering and mowing of grass only as needed. Watering of grass will be on a specified schedule to be determined by resort. Any personal items left on the grass that gets watered will be the sole responsibility of Occupant. Resort can not guarantee that either grass or trees located within lot at initial date of rental will remain in the same condition, as factors such as weather and landscape water can greatly affect the landscaping.

■ D. Occupant will have RV placed on the site in such a way that it can be quickly removed and towed off site in case of pending flooding. It is occupant's responsibility to pay for any such towing costs, and to arrange for towing if occupant is concerned of flooding or other natural disasters. occupant acknowledged that he/she has been advised resort is located in a flood plain, and there has been flooding onsite in the past.

■ E. Occupant agrees to install a non-permanent "skirt" or other visual wall around the perimeter of RV unit within 30 days of its arrival for storage on specified site, if personal items will be stored under the RV. For Park Models, skirts are mandatory, even if nothing will be stored under the RV. Skirt must be of new materials and conform to the visual look of the rest of the RVs or Park Models already stored on site.

■ F. Occupant agrees to maintain the exterior of RV in "like new" condition and will repair any exterior problems promptly. Occupant will wash down exterior of RV as needed to maintain a clean surface, and will remove leaves that fall on top of unit. Exterior of RV and the entire site must be maintained in a tidy manner. No personal items may remain outside the RV when the Occupant is not currently onsite, except a BBQ, storage unit, and outdoor table set if on a deck or patio. Outdoor

lighting, pet fencing, seasonal decoration and other personal items must be removed and stored when leaseholder is not onsite. If applicable, lawn furniture must be moved off the lawn when not in current use by occupant so that lawn or site can be maintained by resort staff or landscape contractors. Occupant will not leave clutter or miscellaneous items around the exterior of RV when occupant is not staying on site. Temporary "lawn carpets" are not allowed on grass. Any items stored under RV must be done in such a way so that items are not visible to others in the area. Occupant has been advised that the grounds are watered as needed most months of the year, and any damage to occupants personal property left on the site due to the watering, trimming, weed whacking or mowing is the sole responsibility of occupant.

**G.** Internet access onsite is available through two independent companies and is the sole responsibility of Occupant to arrange, contract for and maintain. WIFI is available at most RV sites on resort property, and the WIFI system is maintained by the independent company. Your computer equipment must be able to recognize current WIFI access points to be able to sign up for monthly service with the independent company. Internet access via a telephone or DSL line may also be available through Frontier Communications, the local telephone company. Occupant will be responsible for installation costs of phone or DSL lines, underground, if such line(s) do not already exist at the RV site rented, and Occupant will be responsible for all monthly fees or other services provided to Occupant by Frontier Communications. Occupant must first get resort management approval prior to contracting with/installation of any new telephone or DSL lines anywhere on resort property.

**5. SECURITY DEPOSIT:** Occupant has deposited with Landlord a security deposit as noted on the first page of lease. Conditioned upon the full and faithful performance of all the other terms and conditions hereof, Occupant shall be entitled to a refund of any part of the security deposit remaining after deducting any sums which may be due or owing to Landlord by virtue of any default by Occupant under any of the terms or conditions of this Rental Agreement. Security deposit shall be due after all leaseholder personal items or equipment have been moved offsite, unless other arrangement has been arranged in writing with park management. Security deposit for Park Model RV sites shall be no less than \$4000 due to the potential extra transport expense to move unit off Ryer Island in case of default by Occupant/leaseholder, and \$1000 for Motorhome, 5<sup>th</sup> Wheel or Pull Trailer site leases.

**6. CARD OR KEY DEPOSIT & USE:** Occupant has deposited with Landlord as noted above a security deposit for the use of gate openers(s) by Occupant and other persons listed in this lease ONLY. Said gate openers(s) shall remain the property of Snug Harbor Resorts, LLC and must be returned upon request. Gate openers track use by a specific number, which indicates the number of days Occupant is onsite, generally. Providing gate opener or gate code for use by an unauthorized person is considered breach of this agreement, and can subject Occupant to termination of lease. In addition, any unauthorized person will be considered a trespasser, and may be prosecuted as such under the laws of the State of California. Occupant may not make copies of the bathroom keys or provide use of the bathrooms to anyone other than the persons stated in this lease. Guests of Occupant shall use the bathroom of Occupant, NOT the other bathroom facilities of the park. This rule is made to assure appropriate water flow and to distribute use of the various septic systems within the park.

**7. TERMINATION:** This contract may be terminated: (a) by either Occupant or Landlord giving the other written notice of termination specifying the intent to terminate *at expiration* of lease, which shall be received by resort or leaseholder not be less than thirty (30) days from the date of expiration of this lease; (b) By Landlord giving to Occupant written notice of breach of this Contract by Occupant and demanding that said breach be cured within a specified time [not less than three (3) days of giving of said notice]. In the event that the specified breach or breaches are not cured within the specified period, this Contract shall terminate; (c) By Landlord giving to Occupant notice of breach of this Contract by Occupant, which breach cannot be cured, specifying a termination date not less than three (3) days from giving of said notice; (d) in any other manner provided by the law or in cases of incidents where Occupant has caused a potentially harmful or threatening situation to other Occupant, staff or owners of Snug Harbor Resorts, LLC; (e) Should any government authority provide written notice to Snug Harbor Resorts, LLC, that any Marina or Park use should be temporarily or permanently discontinued, Occupant will receive seven (7) days notice of termination of lease, and tenant must remove any of Occupant's property from its location within three(3) days after the 7<sup>th</sup> day from receipt of notice; (f) in case of natural disaster such as fire, floods or earthquakes which make the resort uninhabitable for a period of more than thirty (30) days. (g) Landlord intends to sell Resort, in whole or in part, or sell partial interests in the corporation; *if* such sale would require the termination of Occupants lease agreement, Landlord will provide Occupant with at least thirty (30) days notice of lease termination, and will promptly refund security deposit and prorated pre-paid lease fees when Occupant's RV has been moved off site and the RV site has been cleared of all of Occupants personal items. Termination by Occupant: For those who wish to terminate lease in advance of the

expiration date, and he/she/they have been leaseholders at SHR a minimum of 7 months under the current lease, the early termination fee shall apply of no less than one thousand dollars (\$1000.00) or the balance of the lease amount, whichever is less. Landlord will send out renewal notices approximately thirty days (30) prior to expiration of lease, unless Landlord has determined it is in the best interest of park or Business to not renew the lease for subject site, in which case Occupant will be given written notice of Landlord Determination at least thirty (30) days prior to lease expiration. If Occupant does not receive a written offer to renew lease, it constitutes a termination of lease as of the dates specified in this agreement.

**There is no guarantee of renewal from year to year.** Failure to renew annual lease constitutes a termination of lease, and thereafter Occupant shall pay for use of site based upon the resorts posted daily/weekly RV site rates based on site location, until such time as Occupants RV and all personal items are removed from the park, unless agreed to otherwise in writing. If Occupant fails to remove RV and personal items within 7 days of termination of lease, or lease expiration, Landlord shall have the option to arrange for the removal of all such personal items, including RV, to be stored at a nearby storage facility, with all costs of moving and storage the sole responsibility of Occupant. Occupant specifically agrees Landlord can elect to utilize funds from the security deposit to help cover costs of removal of Occupants personal items, legal and/or transport fees associated with unit removal, and Landlord will provide receipts of costs and balance of remaining security (if any) to Occupant once all of Occupant's personal items have been moved off site to a storage facility, at Occupant's expense.

Occupant has been advised that the State of California is conducting studies regarding the Delta, and that the state and/or federal government may enact legislation or make decisions that could potentially affect current use of resort property, or Steamboat Slough in some way. In addition, the state is in the process of creating or enforcing new regulations on all properties located within the Delta region, and such regulations may or may not affect ongoing operations of the resort property as it is as of this date, which may require changes to operations including terms of leases at resort. If Occupant is interested in reading what the state or federal government is proposing for the Delta region, go to <http://ca.gov> and search "water". In addition, resort website updates all readers on the "news" page at <http://snugharbor.net>, and news, regulations or required notices affecting leaseholders are found at the "leaseholder" page linked to the "news" page. The "leaseholder" page online will also post notices of possible hazards on Steamboat Slough (flooding) or other weather/natural disaster events, as we receive the information. We also post the annual drinking water report for leaseholders, and any other notices related to SHR affecting leaseholder use of the property.

**8. RESORT RULES:** Occupant acknowledges receipt of a copy of the Snug Harbor Resorts, LLC Rules, which are attached to and made a part of this Contract. Occupant agrees to comply with said rules and any amendments thereto during the term of this Agreement, and is responsible for guests of Occupant actions or non-actions in complying with the rules. Landlord reserves the right to change the rules from time to time, and such changes will be posted in the office. If there are substantial changes to the rules, the new rules will be mailed to Occupant permanent residence.

**9. NO WARRANTIES:** This contract is for the use identified herein only, which is stated to be used at the sole risk of Occupant, and Landlord shall not be liable or responsible for the care or protection of boats, RV's and storage items (including gear, equipment and contents) or for any loss or damages of whatever kind or nature to boats, tents, RV's, contents, or equipment howsoever. **USE OF PROPERTY IS AT OCCUPANT'S AND GUESTS OWN RISK.** Management makes reasonable attempts to maintain the resort in safe and good repair. However, due to the actions of other patrons also on site, management can not guarantee or warrant against the actions of others. There is no warranty of any kind as to the condition of the floats, walks, gangways, ramps or mooring gear, bathrooms, bar-b-que facilities or Play Gym structure, nor shall Landlord be Responsible thereof or for injuries to persons or property occurring thereon or on any part of the premises or for any other reason whether herein specifically stated or not. If Occupant brings an animal on site, Occupant warrants that animal will not bite or harm anyone, and Occupant shall be solely liable for any harm caused to anyone due to Occupant's animal. In addition, Occupant hereby releases Landlord from any and all claims, damages to Occupants vessel, RV, vehicles, or its contents from soot, smoke, oil, wake or any foreign substance existing upon, in or over waters in the anchorage, landing, or approaches or berth at the Marina or on Park Land.

**10. HOLD HARMLESS AGREEMENT:** Occupant agrees to hold Landlord, its agents and employees harmless and indemnify them for all loss, damage, liability, or expense of any kind, including reasonable attorney's fees, incurred or claimed by Occupant by reason of any acts or failure to act on the part of either Landlord or their agents or employees while Occupant is utilizing the Park facilities, vessel, docks or mooring or storage space, adjacent waters or in-Park areas, except as to grossly negligent or illegal acts by Landlord, its agents and/or employees. Furthermore, Occupant waives any claim against Landlord and agrees to hold Landlord and employees harmless for any

injury to Occupant or his/her guests by reason of the physical condition of the Camp/RV site, berth or dock, mooring or storage space rented, or any other land or water approaches or exits, except for any physical conditions that are the result of gross negligence that Landlord was made aware of and failed to repair in a timely manner. Occupant agrees to be responsible for all actions of Occupant's Guests, Occupant's pets, and Occupant will inform Occupant's Guests of all Marina and Park rules and will assume responsibility that Occupant's Guests will follow all such rules.

**11. ACTIONS OF LIEN:** Should Landlord take action against Occupant to enforce payment of any sum due hereunder or enforce any obligations of Occupant hereunder, Occupant agrees to pay cost of such action, together with reasonable attorney's fees, for the following: RV's, boats and other personal property located at Park. Occupant understands and agrees that the accrued monthly rental stated herein for personal property storage constitutes a lien in favor of the Landlord against the personal property listed herein. If Occupant shall be delinquent for thirty (30) days in payment of such rental, Landlord shall have the right, without further notice, to satisfy said lien and to remove the personal property from its location at such a location for impounding as Landlord may determine. Occupant further agrees to pay an impound rate of fifty dollars (\$50.00) per day. Said removal and storage or impoundment shall in no event result in any liability of Landlord to Occupant and shall not require notice to Occupant other than as stated herein. Occupant hereby agrees that Landlord may render service to Occupant for cost or fees past due in excess of \$200.00.

**12. LANDLORD NOT RESPONSIBLE FOR DAMAGES:** Landlord shall not be liable for the care or protection of Occupant's vessel, RVs, vehicles, personal property, its gear, tackle, appurtenances, contents, or any other property of Occupants or guests. Occupant is responsible for keeping Occupant's personal property, including vessel or RV clean and presentable and in safe condition. Occupant has been informed and understands that the resort is situated on land determined to be in a flood plain, and that there can be periodic flooding at the resort or on portions of the land. Occupant has been informed that resort has many trees and other combustible materials, that it can be hot and dry at the resort, especially August through October, which may cause fire hazards. Occupant is advised to have flood and fire insurance covering occupant's personal property, including the RV stored in subject site. If SHR staff is notified by governmental authorities of the possibility of flood expected a specific date or time, SHR staff will try, within 12 hours of actual receipt of such notice, to call and/or email leaseholders to let them know they might want to come to the resort and move their RV to higher ground. *Please initial here*

**13. ENTRY INTO RV FOR EMERGENCIES:** *In cases of emergency services only*, Landlord shall have the right to enter into Occupant's RV or other personal property, to determine the safety and condition of Occupant's RV or other personal property, or to move any equipment out of harm's way. Occupant agrees to pay Landlord for reasonable charges for any emergency work performed by Landlord on Occupant's RV or other personal property. If Occupant is keeping a vessel at the dock and vessel sinks, Occupant shall be responsible for all costs associated with any clean-up of oil or other hazardous fluids leaking from vessel.

**14. NO INSURANCE BY LANDLORD ON OCCUPANT'S PERSONAL PROPERTY:**  
**OCCUPANT MUST HAVE PROOF OF INSURANCE:** The Landlord is not an insurer of the safety of any boat, RV, vehicle or other personal property of Occupant's or its contents. The Occupant shall provide his/her own insurance as Occupant so desires. Leaseholder declares he/she owns the RV to be placed on the leased site, and insure the RV and contents. In addition, the Occupant must have "Snug Harbor Resorts, LLC, its owners and employees" placed upon the liability portion of the Occupant's insurance policy as an "additional insured," with \$300,000.00 minimum coverage, indemnifying Landlord, and its employees, over against any and all claims from Occupant or Occupant's guests.

**15. COMPLIANCE WITH THE LAW:** Occupant shall comply with all applicable laws, ordinances, rules and regulations of all governmental authorities now in effect or which hereafter may be in effect pertaining to registration, licensing, operation, equipping, repair, maintenance, sanitation systems and use of Occupant's vessel, RV, & vehicles. Occupant shall comply with county and local ordinances.

**16. NO COMMERCIAL USE OR LIVE ONSITE, unless otherwise authorized by lease terms:** Occupant hereby represents and warrants that RV listed on page 1 will be used *for vacation only* and not in any commercial undertaking of use, (unless agreed to otherwise in writing) nor shall RV be used by Occupant or a guest of Occupant as a permanent or primary residence (unless alternate lease agreement and fees have been paid in advance). Any such attempted commercial undertaking or live-in use shall constitute cause for immediate termination of this Agreement. Management will begin eviction and termination of lease agreement utilizing the process and steps outlined in California Civil Code, Chapter 2.6, Article 3, Sections 799.55 et al. Occupant has been advised that



Snug Harbor Resorts, LLC is located in Solano County, California, and any actions regarding this lease shall be filed/tried in Solano County. *Please initial here*                     .

**17. NO WAIVER:** Waiver of any condition by Landlord shall not be deemed to be a continuing waiver of any other conditions. It is further provided that exercise of any of its rights under this Contract by Landlord for the purpose of enforcing any of the terms, conditions, and obligations herein, and further specific right to impound Occupant's RV, boat or other personal property for failure to pay rent as covenanted herein shall not be construed to curtail or limit any and all further rights granted to Landlord under the laws of the State of California.

**18. PROPERTY USES & CAUTIONS:** (A) Swimming and use of beach or docks is at Occupants own risk. Occupant has use of property as stated above. Occupant can also use private sandy beach and play gym area, if not scheduled for a private party by Landlord. All children under age 10, and all persons who can not swim must be accompanied by an adult who can swim while near the beach, in the water or on the docks. All children under ten (10) years of age and those who can't swim must wear a life vest when anywhere near the water or docks. When using the beach areas or swimming, all Snug Harbor patrons are advised to wear water shoes to avoid cuts from clam shells and other sharp objects found naturally along the shores of the Delta. (B) Please do not use the covered berth section of the marina, unless Occupant has a boat stored in a covered berth. Occupant has access to the Snug Cove guest dock and Steamboat Slough guest dock. (C) Please note that resort uses well water that may be chlorinated as needed. Resort main well has high mineral content and the state has been changing the levels of allowable mineral levels in well water, so we suggest you drink bottled water if you are concerned about minerals found in well water. The 60-day-use limits of this lease are directly related to state requirements and regulations imposed for use over 60 days per year, and special water filtration units under kitchen sink may be required to be installed at Occupant expense if state agency so designates. Wells and water systems are tested monthly by a local professional water management company and any problems with water quality are reported to the state and listed in our annual report, if there is a problem. In addition, leaseholders are responsible for replacing their water hose between their unit to the park-provided water hookup, at least annually if needed to avoid bacteria building up in your water hose over time-check your drinking water hose! (D) There are no medical facilities nearby, and ambulance or emergency response can be delayed due to Delta area road conditions and ferry operations. Occupant acknowledges that remoteness of access to emergency medical care is a risk Occupant has accepted. In addition, Ryer Island is served by a volunteer Fire Department, so fire emergency response can be delayed. SHR is also in a flood zone and has experienced high water events approximately every 10 years, during very wet winters; In the last 15 years SHR has also experienced high waters approximately every 3 years, even during a "drought" when government water managers direct reservoir waters into Steamboat Slough, Cache Slough and the Sacramento River at high tides which cause a backup of river water onsite. The last high water event at SRH was spring 2011.

**19. SAFETY HAZARDS CAUSED BY OCCUPANT :** Notwithstanding any other term in this agreement to the contrary, in the case of any safety hazard caused by Occupant or Occupants Guests, that could be harmful or dangerous to other patrons of Snug Harbor Resorts, LLC, Landlord and/or its management has the right to give Occupant twenty-four (24) hour notice to vacate for specific written cause. Failure to vacate in the time specified will constitute trespass by Occupant, which is against the law. In addition, Occupant will pay for any additional security costs incurred by resort to assure the safety of all persons onsite while Occupant or Occupants' Guest remains onsite. Occupant and Occupants guests may not operate any motorized vehicle on the park grounds while under the influence of alcohol or illegal substances, or without a valid current drivers license. Use of fireworks are prohibited on Ryer Island, including Snug Harbor Resorts, LLC. Campfires are allowed ONLY in the burn barrels or in the bar-b-ques.

**20. GUESTS OF OCCUPANT:** Occupancy includes use of designated space and facilities by the Occupant(s) and listed persons in this lease, only when Occupant is also present, except as otherwise noted in this agreement. As stated in this lease, there will be an additional charge for persons entering the Resort area with Occupant or as the guest of Occupant.

A. Occasional guest day or overnight use: Normal day use and overnight onsite fees are posted in the office, and may change from time to time or season to season. These charges are intended to cover assumed additional use of the resort's septic and water system by your guests. All guests of all ages must check in at the Office upon arrival to the resort. Guests of Occupant not allowed onsite until Occupant is also present to check them in. Occupant must assume responsibility for guests and fees, and agrees to make sure all Guests of Occupant have checked in with the office and paid fees. Occupant must notify office at least 24 hours in advance, using one of the notice methods noted previously in lease, if Occupant expects to have guests onsite. Management may waive guest fees if guest will be staying for no more than 30 minutes, but still must be checked into

the office. *We reserve the right to refuse access to any unscheduled guest or guests that arrive without the Occupant being present on site, or in the case that the resort is already at capacity for numbers of persons onsite.*

B. Regular guests of Occupant: Occupant may add children or parents to the lease agreement only at the initial lease signing or upon annual renewals. Rates quoted page 1.

C. Guests include all persons of any age. There is no charge for children age 5 and under, but they still must be counted as a guests, and must be registered at the office. In no case can there be more than eight (8) persons registered to Occupants site at one time, including Occupant, persons on the lease agreement and guests combined. If Occupant wishes to have extra persons onsite, Occupant can arrange to rent one (1) of the daily/weekly tent or RV sites or Snuggle Inns to house their additional guests.

21. **EXTRA VEHICLES, VESSELS AND PERSONAL PROPERTY:** Extra vehicles stored on site on a regular basis shall incur additional storage fees at our posted daily rate. This includes boat trailers, extra cars or trucks, extra RV's, etc. Please notify office *in advance* if you intend to store extra vehicles, vessels or equipment on site. All such items must be stored in our designated storage area, not at your site. *Extra vehicles or boat trailers found stored on site, of which prior arrangements have not been made in writing with office, are considered to have been abandoned by the owner; item may be moved without notice to owner, chained and charged at our day use rates until the vehicle, vessel or trailer is removed from the property or docks by SHR for sale to cover removal costs.*

22. **NO ILLEGAL SUBSTANCES, ACTIVITIES OR FIREARMS ON THE PROPERTY:** Occupant acknowledges Snug Harbor is a family-oriented facility and children are on site with families. Therefore, Occupant and Occupants Guests shall not bring onto the property, nor store in Occupants, RV's, vehicles or other personal property any illegal substance, including but not limited to, drugs, toxins, or other illegal or dangerous materials. Occupants or Occupants Guests shall not bring onto the property, nor store in Occupants RVs, vehicles or other personal property any form of Firearm, whether loaded or not, unless Occupant is law enforcement, security or licensed by governmental authorities to carry firearms. If Occupants or Occupants Guests are found to be in violation of this clause, it will be cause for immediate termination of this agreement and immediate eviction from the premises. Occupant agrees that Landlord can and will notify governmental authorities regarding any illegal substances found to be on the property or located within the Marina area. Occupant has been advised that facility is a *posted training location* for "law enforcement dogs" and no advance warning shall be provided to Occupant or guests that a dog and handler may be onsite conducting inspections and training exercises. If dog training identifies location of illegal substance or activity onsite, while conducting the training exercise, Snug Harbor staff will be immediately notified, so that appropriate action may be taken, including notification to Solano County Sheriff Department of suspected illegal activity or possession of illegal substances.

23. **ENTIRE AGREEMENT:** This Agreement contains the entire understanding of the parties hereto and no oral waiver, alterations, or additions will be recognized. Included in this agreement are the following attached addendums, which are initiated if they apply:

- a. \_\_\_\_\_ Site plan with sample codes
- b. \_\_\_\_\_ Site Improvements form
- c. \_\_\_\_\_ Live onsite addendum

24. **PLACE OF CONTRACTING:** This Agreement is entered into and to be performed in Solano County, California. This agreement must be signed by each adult listed as included in the lease as an Occupant/Leaseholder.

I have read and understood the above and agree to all terms and conditions.

Date: \_\_\_\_\_ Occupant: \_\_\_\_\_

Date: \_\_\_\_\_ Occupant: \_\_\_\_\_

Accepted By SH: \_\_\_\_\_ Date: \_\_\_\_\_