

RENTAL & LIMITED USE AGREEMENT 2021: RV Sites and Park Model Sites:

Please clearly print when filling out the application/information form AND lease pages and addendums. Information will be kept on file at the Snug Harbor office. Snug Harbor will complete the "totals" section of the form below, based on attached detailed rate sheet and your summary lease request form received.

RV or PM site lease: (Snug Harbor staff to complete this section)		Total
Site # _____ Term of lease: # of months: ___ or ___ Monthly		
Start: _____ End: _____		
<p>Note: Once lease has been signed, and lease starts, change requests will incur \$200 for changes that affect bookkeeping records, to cover SHR administrative costs. Lease summary sheet attached provides the cost details of what site and services have been leased, for a specified time, and lease summary sheet, park rules, and park layout are attached and incorporated by reference.</p>		See Lease cost sheet attached
Security deposit: \$ _____ Paid on _____ Ck # _____		
Gate & car tag deposit: \$ _____ Gate fob # _____		
Meter reading on _____ : # _____ by _____		

MAIL RENT CHECKS TO: Manager, **Snug Harbor Resorts, LLC, 3356 Snug Harbor Drive, Walnut Grove, CA 95690**

Name of Primary 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 _____

3. (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 _____

Emergency Contact: (Name, phone #, relationship)

Included in lease packet: Park rules & lot map, lease summary sheet, site lot example, local business services contact list, and the following documents if so noted below:

- ___ Additional personal property stored onsite: vehicles, trucks, storage containers, vessels & trailers.
- ___ Open dock or covered berth lease addendum attached for use as described in addendum.
- ___ Pet agreement for any dogs or other mobile pets brought onsite.
- ___ Live Onsite agreement

TERMS OF RV SITE & DRY STORAGE RENTAL AGREEMENT

This agreement is made this date (___/___/20___) by and between _____, (herein after called "Occupant"), and Snug Harbor Resorts, LLC (herein called "Landlord or SRH").

IT IS AGREED AS FOLLOWS:

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, a peninsula of Ryer Island, Solano County, California. SHR business includes no more than annual leases for the rental of space to customers, 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"; unless designated as a live-onsite leaseholder; (C) That the word "RV" can mean any recreational vehicle licensed in the United States, including a motor home, 5th 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. "This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code. Snug Harbor Resorts, LLC is A limited liability company owned by two individuals. SHR operates under permits for transients and tourist RV/hotel occupancy per subdivision (b) of Section 1940 of the Civil Code for designated sites, and as a mobile home rental property for specified sites, and as a marina, gas dock and store facility per various numerous county and state permits. SHR maintains a public drinking water system, and annual CCR and water test reports are available at the office permits board, online at the website Leaseholder news page, and as mailed out or emailed as required by state laws. Leaseholder agrees rental of subjection property is for transient, or not permanent residence use, nor beyond the term of this lease as stated herein. Section 1946.2 (e) states section 1947.12 of the Civil Code shall not apply to residential real properties or residential circumstances including (1) Transient and tourist hotel occupancy as defined in Civil Code subdivision (b) of Section 1940. If code section numbers have changed, terms of sections as of 2005-2009 codes are applicable.

A. **OCCUPANCY & UTILITIES:** That the Landlord rents to Occupant and Occupant rents the listed RV site for recreational or vacation purposes only, unless agreed to otherwise per this lease:
A. RV or PM 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 "live-onsite clause". 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, charged at 29 cents per KWH based on the average rate charged by PGE for the metered section of park. There are seven different PGE smart meters in the resort and currently PGE charges different rates per meter, with peak rates as high as triple the average KWH. 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, and you may not plug two electrical cords into the designated pedestal. If you need an extra freezer or other equipment, it must be plugged into the power source of your own RV unit, and be located inside your 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 is done weekly by local company. You must arrange for service or plan to bring your garbage off site to your home. You are not authorized to leave garbage onsite in any SHR garbage container and **DO NOT BRING GARBAGE FROM OFF SITE!** Occupant is responsible for setting own garbage can out weekly. Occupant must keep garbage can behind a privacy screen or within RV;

4) Resort 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 as a Public Drinking Water System. Water is chlorinated. For this reason **we advise you to use your own bottled water for drinking purposes**, even though resort water is filtered and qualifies as a public drinking water system of status listed on notice board at office. If you would like more information, we post water 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. If your site has a meter, you will be charged based on metered use for any amounts over 6000 gallons per year, which is based upon UPC code of 100 gallons per day per RV site, times up to 60 days use onsite. Overage will be billed at .50 cents per gallon. 5) Only the persons included in this lease can come onsite without incurring posted day use rates. Day use fees is charged to compensate SHR 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. Any adult on lease who drives a vehicle onsite must provide proof of current valid drivers license, or will not be allowed to drive in the park. Occupant and all persons on lease and guests of Occupant agree to use only the bathroom located within Occupant's RV until such time as state requirements limiting public bathroom facilities changes. Expect for at least first 4-6 months of 2021 that there will be no leaseholder access to park bathrooms.

- 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 use of dock space. We reserve the right to move items dry stored at park to alternate locations if necessary, for the efficient use and 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 maintenance activities
- 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 (1st 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 RV or cottage rate, depending on the location 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. Leaseholders may not "lend" out their parking permit or car tag to others.

RENT BASE RATES & USES INCLUDED: 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 payable as noted page 1. If lease payment will be paid in installments as noted on lease summary sheet attached, 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. Any change in rent shall be effective on the date specified in said notice, which date shall not be less than twenty (20) 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. Leaseholder accepts the fact there is no guarantee of renewal of lease agreement from year to year or time period to time period, and leaseholder will not make a claim for permanent residency rights or moving fees if lease is not renewed. If not paid in full at beginning of lease, rent can be paid by automatic deposit to SHR account or Rent shall be mailed to: **Snug Harbor Resorts, LLC 3356 Snug Harbor Drive, Walnut Grove, CA 95690 Attn: Management** Rent and other charges not paid and *received* by the dates noted or the first day of the month, shall be determined to be delinquent if not *received* by 5 PM on the fifth (5th) day after said due date(s) and thereupon the rent for that period shall be increased by a late fee charge of \$50.00. In addition, any monthly rental payments paid by credit card will incur an additional 5% 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. Use of RV space, at the rate specified here, is limited to the occupancy day limits specified by lessee above, estimated at 60 days per year. One reason is that the State of California now imposes substantial increase in requirements for maintenance and testing of RV & Mobile home park water and well systems. Longer stays result in substantial infrastructure use and cost to park. 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 residential

lease agreement or addendum.

B. 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 on a regular basis. If Occupant needs necessities delivered while staying onsite, note that SHR staff are not authorized to accept mail or deliveries on behalf of Leaseholders. If Occupant arranges an occasional deliver, Occupant must provide delivery company with Occupant's phone number and must be available to receive the delivery upon arrival. Boat launch use by Occupant is not included with this lease. 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 or 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: 1) *Occupant must make prior written arrangement with the office and there may be additional charges for additional persons allowed onsite, paid to SHR, 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 in writing 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 in the black box at office, fill out the online guest form linked at the LEASEHOLDER NEWS page at <http://snugharbor.net>. *We reserve the right to refuse access to any person not prescheduled, or scheduled to late, and not received in writing 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.*

2) *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, utilizing Occupant's bathroom facility only.* 3) "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.** If Occupant wishes to have unlimited number of guests visit, please note the lease rate is substantially higher (additional \$400 per month) to cover the extra park utilities costs associated with extra visitors above what is noted herein. *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

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. Leaseholder may not sublease or charge the guests for the use of leaseholders RV or Park Model, and doing so will be cause for termination of lease with three (3) day notice. Maximum of six (6) family or friends can stay in the unit. 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. Leaseholder is responsible for actions of Leaseholder guests even if Leaseholder is not onsite. 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 occupants' responsibility to escort the guest to the office and arrange for payment of guest fees. If occupants' site has reached its maximum, the guest(s) will be asked to leave. Note that for 2021 office hours will be very limited so Leaseholders should pay extra attention to completing online guest form and notifying SHR office staff about guest arrivals. Violation of the guest rules, by Occupant or Occupant's guest, will be cause for immediate termination of lease with three 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. \$50.00 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.

E. 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. Occupant is advised resort is in a flood zone and in winter or spring months in wet years there may be onsite flooding. It is up to Occupant to remove RV to higher ground during flood times, and

Occupant will be advised when the water has receded, and soils dry enough to return to site. If flooding makes site unusable for more than three consecutive weeks, leaseholder or SHR may elect to terminate lease and prepaid rents will be paid back to leaseholder, less any cost associated with clean up of stuff left by leaseholder in the site or on the grounds. Leaseholder insurance should cover wind damage from tree limbs or high winds that damage roof shingles, as on occasion the Delta can be very windy.

- F. Occupant is allowed to bring on site his or her own pets only. Dogs must be kept on leash, except when in the dog run area or when swimming with Occupant, or in Occupants RV. We realize that pets sometimes “escape” but please don’t intentionally let them run freely in the park. **If an Occupants’ pet is found off leash after two warnings by staff, Occupant will be charged \$50 per each incident staff has to ask Occupant to put pet on leash.** Pet owner must complete the PET AGREEMENT, which is thereby incorporated into this lease agreement. Occupant agrees to be responsible for the pets brought onsite by Occupants’ guests. Note that NO pitbull or pitt-mix or any aggressive or noisy dogs are allowed onsite. If Occupant or guests are approached by an aggressive dog, please immediately report the incident in writing to the office, so that staff can try to resolve the situation.

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 ATTACHED FOR EXAMPLE:

A. When not staying onsite in the RV, only the following items are allowed to be stored outside the RV: BBW, picnic table, or outdoor table, fire wood neatly stacked, storage unit located flat against RV unit. Maximum storage unit size is shown in site plan. If Occupant wishes to store items under the RV, a skirt or appropriate visible barrier must be put around the entire RV to hide the stored items. When Occupant is not currently staying onsite, items that use electricity, such as freezer, refrigerator, aquarium, work bench, etc may never be located outside of the RV in view of others in the park. All such items must be put back into the RV when Occupant plans to go back to personal residence. If Occupant has installed pavers or a deck, outdoor furniture and burn barrel can be left on the deck or pavers. No “indoor” furniture like cloth couches, bed mattresses or bean chairs are allowed to be used outside the RV. Holiday lights or other decorations can be attached to the RV only. Do not attach to park trees, posts or docks. If management has to repeatedly remind Occupant to clean up site clutter, Occupant will be charged \$25 per day until site is cleaned up after receiving two written warnings over at least a seven-day period.

B. Occupants with annual or at least 7-month leases may request approval to make site improvements, including adding a removable deck, removable stairs, adding paving stones or use of a secured “lawn carpet”. Any such improvements must be approved in writing by management prior to placing the improvements. Addition of a movable, temporary storage unit must also be approved in writing by management prior to install on the site. In no case can any site improvements block access to the electrical pedestal meters. In no case can any site improvements encroach on the three foot setback from site lot line. Site improvements and storage that infringes on the vehicle parking area will not be allowed.

C. Occupants with annual leases may wish to add potted plants to deck or patio area. It is Occupants’ responsibility to maintain any such plants, and NO WATER DRIP system is allowed to be used by Occupant. Due to the very high cost of the drinking water system at SHR, Occupant may not install sprayers, drip systems, or use pressure washers onsite. SHR has a portable water pump and permit for use of river water for landscape and irrigation, and Occupant can request use of pump one or two times per year to wash down RV or Park Model. As an alternative to using SHR drinking water system for cleaning of exterior of RV, we suggest you use blowers or dusters as those are very effective for cleaning off the spider webs and dust. Note that it is anticipated that water meters will be required to be installed at all RV sites on lease. If metered, this lease includes up to 6000 gallons of water from SHR faucet at the site; number of gallons based upon UPC times 60 days of onsite use by Occupant. Additional gallons of use will be charged at a rate to cover SHR cost and all metered leaseholders will be notified in writing if SHR goes to metered system, at what use rates.

D. If you have arranged for garbage pick up service through the local garbage company, you may keep a garbage can outside of your RV or Park Model. Can must be hidden behind a privacy screen, and it is your responsibility to put out the garbage can when you are onsite, or request that SHR staff be assigned to put out your can if you will not be onsite the morning of pick up. SHR does NOT provide garbage cans or use of onsite dumpster for any leaseholders.

E. If you have arranged for propane service from a local company, please make sure the propane tank is secured to the ground per state law in flood zones, or secured to the RV; propane tank must be hidden from view by an appropriate privacy screen similar to other screens used in the park. You may not leave any portable propane tanks, empty or full, outside the RV within view of others.

F. Your lease includes the right to plug into just ONE electrical outlet, either 50 AMP or 30 AMP, not both. Electric charges are based upon use and current average rate is .29 per KWH. It is strongly

suggested that you consider installation of roof solar panels and back up battery. For motorhomes, 5th Wheels and pull trailers, there are self-install kits available at many retailers online. For Park Model RVs, a licensed solar installer will be required, and install is subject to county and state requirements. Contact management if you wish to install Solar and back up battery. You may NOT plug into any other electrical outlet in the park.

G. Occupant and guests have access to the beach area, picnic area by office, and can use docks for fishing, swimming or relaxing; fishing must be from the designated fishing locations per park map. Occupant may not use park bathrooms; use Occupant's own bathroom and shower located in Occupant's RV or Park Model. The same applies to Occupants' guests. For use of docks or boat launch please arrange for the Dock lease addendum.

H. Occupant and guests may not make excessive noise or play music so loud that it invades the peace and quiet of others in adjacent sites. Quiet time is 10:00 PM to 7:00 AM so please remember to move your family or group into your RV if you want to continue to visit after quiet time. Please do not run motors (except RV generators) during quiet time hours. Children may not ride bikes, skateboards, skates, scooters or any noisy equipment during quiet hours.

I. So long as there is responsible adult supervision, children may ride bikes, skateboards, skates, scooters and similar equipment in the park. All state and federal laws regarding use of a helmet must be followed. Small electric vehicles with the capacity to drive no more than 3 miles per hour can be used so long as the supervising responsible adult is constantly next to the child using the equipment.

J. Only persons with valid drivers license are allowed to drive within the park. Even golf carts may not be driven in the park without a valid drivers license, since golf carts can go faster than 3 miles per hour. If Occupant plans to keep a golf cart onsite, please contact management for approval and arrange for payment of storage fees. Golf carts can not be stored on the individual sites when Occupant is not currently staying onsite. Noisy motorcycles are also not allowed to be ridden onsite by anyone. Noisy motorcycles need to be rolled out of the park gates before turning them on. Since electric bikes and motorcycles are not noisy, so long as the rider has a valid drivers license, they can be ridden with the park but keep to no more than 5 miles per hour. All riders ride at their own risk and will be responsible for any harm to others or damage to personal property for accidents caused by the rider.

K. No tents are allowed in or around the RV site or Park Model site. If Occupant has guests who wish to tent camp, please arrange to rent a tent site, if available. Occupant may put up a TEMPORARY shade screen or popup, which must be taken down when Occupant is not currently staying onsite. Occupant is advised that strong winds can come up at any time which can rip awnings and topple popup tents, causing damage to Occupants RV or to those nearby. Occupant will be responsible for all such damage.

L. Neither Occupant nor guests may do major RV or boat repair onsite. You are not allowed to change oil or any fluids onsite, and if you change a battery, it is your responsibility to take the battery off site for disposal.

M. Lease includes use of one septic hookup. Occupant and guests are not allowed to put paper towels, diapers, wipes, feminine hygiene products or any product down the septic line which could clog the lines. Please use only toilet paper that is biodegradable. Do not put bacon grease, any type of grease, clothing, hair, pet hair, tools, any type of oil or bones or fish bones down the septic line. Occupant agrees to pay for the cost of line cleanout for any blockages caused by inappropriate items put into septic line.

N. Occupant will be supplied with a gate fob to be kept in the vehicle listed on lease. Fob use is for that vehicle only, and is not transferable to other use without prior written approval. Do not program your vehicle with fob code. Do not share your gate fob with others. Your gate fob security deposit will be forfeited if you let others use it or if you lose it. \$150 security deposit is charged to reimburse SHR for the cost to deprogram the fob number. If there are no fobs available, you will be assigned a gate code for use by you and the other persons on lease. Do not share your code with guests or others onsite. If Leaseholder forgets to bring gate fob in vehicle when traveling to SHR, note there is no guarantee that there will staff persons available to open gate for Leaseholder. Occupant will be charge \$50 access fee if there are repeated incidents of Occupant forgetting to bring his/her/their gate fob when coming onsite after office is closed. Note that software associated with gate system does track gate use by code and site name. Please do not intentionally hold electronically-controlled gates open to allow others into the park. Note that there are security cameras by the front entrance gates, office boat launch area and other general areas of the park which may be recording continually or triggered from motion in a specific area. If Occupant is concerned that there are persons who have come onsite without permission, please notify staff to handle the situation. This is especially true for times when unregistered visitors boat in and use the docks, ramps and park facilities without permission.

O. You will be given a vehicle tag that must be hung on your vehicle when onsite, even when in your leased RV site. You may not loan out the vehicle tag to others. If you change which vehicle(s) is on lease, please notify management in writing prior to bringing the alternate vehicle onsite. Vehicle tags are numbered to reflect the associated site lease.

P. Swimming and use of beach or docks is at Occupants and guests own risk. Occupant can also use private sandy beach and play gym area and dog run area. Note that Delta waterways are tidal and

water will flow out faster than when the tide is coming in. All children under age 12, 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 (12) years of age must wear a life vest when anywhere near the water or docks, per California state codes. Responsible adult supervising the children must make sure children follow state regulations regarding use of life jackets. 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.

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 or owner. Security deposits may not be used to pay past due rents without express written approval by SHR.

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 in writing by resort or leaseholder not be less than twenty (20) 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) If Tenant commits a crime onsite, or assists in the commission of a non-violent crime or fraud against the business, against staff or customers, this will be cause for termination of lease with three (3) day notice, or if necessary to protect persons onsite, Occupant access shall be limited with 24 hour notice, and landlord will arrange for the removal of tenant property to a location designated by Occupant at Occupant cost. (f) 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 days notice of termination of lease, and tenant must remove any of Occupant's property from its location within three(3) days after the 7th day from receipt of notice; (g) in case of natural disaster such as fire, floods or earthquakes which make the resort uninhabitable for a period of more than twenty one (21) days. (h) Landlord intends to sell Resort, in whole or in part, *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 eight 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, which ever is less. Landlord will send out renewal notices approximately twenty days (20) 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 fifteen (15) 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 the prior Occupants' lease agreement. **There is no guarantee of renewal from lease term to lease term.** Failure to renew annual lease constitutes a termination of lease, and thereafter Occupant shall pay for use of site based upon the business posted daily/weekly RV site rates, 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. Leaseholder agrees there is no entitlement to coverage of Leaseholder relocation costs, per terms of Paragraph 1, page 1, Definition of Landlord business operations and exemptions declared for sections 1947.2 of the California Civil Code. 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 detrimentally affect current use of resort property, or Steamboat Slough.

In addition, the State of California periodically limits normal traffic flows and road uses in the Delta, and Leaseholder acknowledges that SHR owners have no control over such road uses, which can alter or increase travel time to access leased site. Occupant agrees that SHR will not be responsible for added costs to Occupant to access property, and such limited or changed access is not a cause for early termination of lease. Occupant is advised that CalTrans is currently planning changes to the Miner's Slough Bridge which could affect normal access to Ryer Island for short periods of time, such as requiring one-way traffic controls to cross Miner's Slough bridge. It will be the sole decision of SHR owners to close park or limit uses based upon actions of state or federal agencies which make ongoing business operations unfeasible. The "leaseholder" page online will also post notices of revised government regulations and 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. Please check the web page for updates, notices and forms:

http://www.snugharbor.net/leaseholder_news.html. Leaseholder has been advised that resort property may be for sale and as such new owners may elect to not renew leases or come up with different terms of lease. Leaseholder accrues no long term right to store RV onsite or remain onsite past the term of this lease agreement. **RESORT RULES:** Occupant acknowledges receipt of a copy of the general 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.

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 Occupant's 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.

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. If SHR staff or management assist Occupant or Guests with a medical emergency, best efforts shall be done to assist, but Occupant can not hold SHR staff, management or owners for results of that emergency assistance. *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.

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.

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.

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.

COMPLIANCE WITH THE LAW: Occupant shall comply with all applicable Federal and State 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. No smoking or use of illegal substances onsite based upon either current Federal or state laws.

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, nor shall RV be used by Occupant or a guest of Occupant as a permanent or primary residence (unless alternate lease agreement and \$250 per month per person additional lease 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. or other applicable code sections which can include posting notice on the door of Occupant RV and/or vehicle onsite. Occupant has been advised that Snug Harbor Resorts, LLC is located on Ryer Island in Solano County, California, and any actions regarding this lease shall be filed/tried in Solano County. *Please initial here* [redacted].

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.

EMERGENCY SERVICES: 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 3-10 years, during very wet winters or when the government is experimenting with flows into Steamboat Slough, Cache Slough and the Sacramento River at high tides which cause a backup of river water onsite.

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. If Occupant uses words or actions to make threats of harm to staff or other persons onsite,

or if Occupant has been found to have trespassed into another Occupants' RV or Park Model, such trespass will be cause for termination of lease with three (3) day notice. In addition, if Occupant and/or family and guests are reported to be excessively loud and fighting, causing disturbance to nearby Occupants repeatedly, Occupant will receive written notice as a warning and if the disturbance happens again it will be cause for notice of termination of lease with thirty (30) day notice or if there is concern for the physical safety of anyone onsite, it will be cause for 24 hour notice of termination of lease. Occupant is advised that resort staff can and will call in local law enforcement if there is a concern for the physical safety of anyone onsite. SHR wishes to maintain a quiet, peaceful and "no drama" environment for all persons onsite, so repeated family/friend disturbances will constitute a violation of lease agreement.

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. *Extra vehicles or boat trailers found stored on site, of which prior arrangements have not been made in writing with management by revision of lease agreement and prepayment of lease change fees, will be charged at the daily posted storage rate from first date of arrival.* Management reserves the right to decline requests for additional equipment to be stored onsite if such storage would not be in the best interest of business uses at that time.

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 federally-designated 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 illegal 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.

ENTIRE AGREEMENT: This Agreement contains the entire understanding of the parties hereto and no oral waiver, alterations, or additions will be recognized. Lease summary sheet is attached and is incorporated into this agreement. 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: _____