

# SEASONAL RV SITE LEASE AGREEMENT

(30 days or more)

This Lease Agreement is dated and made specifically between the Camper, \_\_\_\_\_ and Piney River Escape.

NOW, THEREFORE, in consideration of rents, covenants, and agreements herein contained, Piney River Escape and Camper hereby covenant and agree as follows:

**1. CAMPSITE** Piney River Escape demises and leases to Camper and Camper rents from Piney River Escape the campsite described as \_\_\_\_\_ in the Piney River Escape Campground, in Hickman County, Tennessee. This campsite, including and improvements made by Piney River Escapes, is herein sometimes described as “premises.”

ON this campsite, Camper places a “Camp Unit” that complies with the length definitions below and described as \_\_\_\_\_.

**Camp Unit:** Acceptable units must be appropriate for lot size as determined by Piney River Escape. Maximum allowable length is 40 ft with the exception of motor homes.

**Age Limits:** All camp units brought into Piney River Escape must be newer than 20 years at the beginning of the term of the lease.

**2. TERM** The term of the agreement shall be for \_\_\_\_ months beginning on \_\_\_\_\_ and ending on \_\_\_\_\_.

**3. RENT** The monthly rental for said property shall be \$\_\_\_\_\_, due and payable on the first of each month.

**NOTICE OF TERMINATION OF THIS LEASE AGREEMENT FOR NONPAYMENT OF RENT(S) IS HEREBY SPECIFICALLY AGREED TO BE WAIVED BY THE TENANT(S) [PURSUANT TO T.C.A. 66-28-201(C)]**

**4. LATE CHARGES** Any rent installment that is paid more than five (5) days after the due date shall include a late charge of 10% (ten percent) of the rent installment. Said late charges shall become a portion of rent due under the terms and conditions of this Lease.

**5. RETURN CHECK CHARGES** A charge of \$25.00 shall be paid by Camper for any check that is returned unpaid. This return check charge shall become a portion of rent due under the terms of this agreement.

**6. UTILITIES** Camper shall at their own cost and expense pay all charges when due for utility charges incurred in the use of the premises during the term hereof. Utilities fees are to be paid with monthly rental fees. No Charge for water and sewer.

**7. REPAIRS** Piney River Escape will make necessary repairs and alterations to the campsite within a reasonable time after receiving written notice from Camper of the nature and necessity of such repairs and alterations promptly upon discovery, and provided that if damage to the campsite shall have been caused by the negligence or action of Camper or Camper's guest(s), Camper shall be responsible for the cost of repairs and alterations.

**8. ASSIGNMENT or SUBLETTING** Camper shall not assign this agreement in whole or in part, nor sublet, nor suffer, nor permit the campsite or any part thereof to be used by others, including Camper's children, without the prior written consent of Piney River Escape in each instance. Campers may not allow any recreational activities from other persons when they are not with them at the campsite and have signed a Waiver and Release of Liability Form. Any attempted assignment or sublease in violation of this section shall be void.

**9. MAINTENANCE OF CAMPSITE** Camper shall maintain the campsite in a neat and clean condition. Camper shall not permit rubbish, refuse, or garbage to accumulate or any fire hazard to exist about the campsite. Piney River Escape can clean the property and make minor repairs and will charge these services to the camper.

**10. ACCESS by PINEY RIVER ESCAPE** Piney River Escape expressly reserves the following rights (which may also be exercised by its agents) (a) to enter campsite, camp unit, and addition(s) at any time during an emergency; (b) to enter campsite during reasonable hours to examine the same and to show it to prospective Campers; (c) to enter the campsite during reasonable hours to make such repairs or improvements as Piney River Escape may deem necessary for the safety, improvements, or preservation thereof; (d) during or after the time tenant abandons the premises, to enter the camp unit and addition(s) and to treat same as abandoned property. The exercise of any reserved right by Piney River Escape shall never be deemed an eviction or disturbance of Camper's use and possession of the premises and shall never render Piney River Escape liable in any manner to Camper or to any other person.

**11. ALTERATION and ADDITION by CAMPER** Camper shall not, without obtaining the prior permission of Piney River Escape, said permission to be effective only through written amendment to this lease, change the campsite or erect porches, rooms, extensions, sheds or any other type or manner of addition.

**12. NOTICES** Any notices, demands, requests or other instruments which may be or are required to be given under this lease to Camper shall be delivered in person or sent by United

States Certified Mail, postage prepaid. Notice given as aforesaid shall be deemed given as of the date when deposited in any post office or in any post office box regularly maintained by the Federal Government addressed to the party at the last known address.

**13. SURRENDER OF CAMPSITE** At the expiration of term of this lease, Camper shall surrender the campsite in the same condition as the campsite was upon delivery of possession to Camper (alterations approved to be left by Piney River Escape, and reasonable wear and tear excepted) and shall surrender all pipes, sewage covers, and meters for the campsite. Camper shall leave the campsite free of trash. Camper's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this lease.

**14. ABANDONED PROPERTY** If the Camper fails to remove any property upon surrendering the campsite, then said property may be deemed abandoned and thereupon becomes the property of Piney River Escape. Piney River Escape may, at its option, notify Camper to remove same at Camper's own cost and expense, and Camper agrees to do so. Piney River Escape may, at its option, remove and store the same in a public warehouse, outside storage area, or elsewhere at the cost of and for the account of Camper. Outside storage area at Piney River Escape accrues at a rate of \$15.00 per day. Piney River Escape assumes no responsibility and will not be liable for any damage to any property possessed pursuant to this paragraph. Piney River Escape has the right to dispose of any abandoned property at any time.

**15. TERMINATION and RIGHT TO ENTER CAMPSITE** Upon breach of the provisions of this lease by Camper, Piney River Escape shall have the right to immediately terminate the lease, reenter the campsite, remove Campers and all persons there from, and to take exclusive possession of and/or remove all property thereon. All rights of Camper shall immediately cease and for the purpose of such reentry, Camper hereby waives notice of any such failure or default and any demand for possession of the campsite.

**16. RELEASE and INDEMNITY** Camper accepts the camping privileges hereunder with the understanding that Camper does hereby release Piney River Escape, its employees, and its independent contractors from all liability for loss or damage to property and for personal injury arising out of Camper's use of Piney River Escape's properties and facilities or breach of any provision of this lease. The Camper agrees to defend, indemnify and hold harmless Piney River Escape, its employees and its independent contractors against all claims, causes of action, liabilities and expenses (including without limitation reasonable legal fees and disbursements) resulting from loss or damage to property or from personal injury to any party arising out of Camper's use of Piney River Escape's properties and facilities. All of Camper's defense and indemnity obligations, whether in this section or elsewhere in this lease, shall survive the termination of the lease for any reason.

**17. NOISE** Camper agrees not to allow on the premises any excessive noise or other activity which disturbs the peace and quiet of others.

**18. PERSONAL INJURY AND PROPERTY DAMAGE** Neither Piney River Escape nor its principle shall be liable to Camper, his family, employees, or guests, for any damage to person or property caused by the acts or omissions of other Campers or other persons, whether such persons be off the property of Piney River Escape or on the property with or without permission; nor shall Piney River Escape be liable for losses or damages from theft, fire, water, rain, storm, explosion, sonic boom or other causes whatsoever; nor shall Piney River Canoe be liable for loss or damages resulting from the failure, interruption or malfunctions in the utilities provided to Camper under this lease agreement; nor shall Piney River Escape be liable for injuries elsewhere on the premises. **(PINEY RIVER ESCAPE STRONGLY RECOMMENDS THAT RESIDENT SECURE ADEQUATE INSURANCE TO PROTECT AGAINST SUCH OCCURRENCES. PINEY RIVER ESCAPE IS NOT RESPONSIBLE FOR, AND WILL NOT PROVIDE FIRE OR CASUALTY INSURANCE FOR CAMPER'S PROPERTY).** Piney River Escape hereby gives **NOTICE** to Camper that Piney River Escape does not provide casualty insurance to cover the loss of Camper's personal property or possessions located in or near the within described premises and Camper acknowledges this fact and agrees to hold Piney River Escape harmless for such loss.

In further consideration of this agreement, Camper agrees that subject to standards required by law, Piney River Escape does not warrant the condition of the premises in any respect, and Camper agrees to hold Piney River Escape harmless from any liability for any injury to the Camper, his family, agent or those claiming under him or those on the premises by his or their invitation, shall be limited to injuries arising from such defects that are unknown by claimant and are known to Piney River Escape or are willfully concealed by him. Additionally, Camper has inspected the premises and binds himself to hold Piney River Escape harmless against any and all claims for damages arising from those who sustain injuries upon the above leased premises, during the term of this lease, or any extension thereof.

**19. IN CASE OF MALFUNCTION OF EQUIPMENT, DAMAGE BY FIRE, WATER OR ACT OF GOD** Camper shall notify Piney River Escape immediately of malfunction of equipment, damage by fire, water or act of God and Landlord shall repair the damages with reasonable promptness, or if the premises are deemed by Piney River Escape to be damaged so much as to be unfit for occupancy, or if the Piney River Escape decides not to repair or restore the building, the Lease shall terminate. If the Lease is so terminated, rent will be prorated on a daily basis so that Camper will pay only to the date of the damage, and the remainder of the month will be refunded.

**20. RULES** Camper agrees to read and comply with all campsite rules as are or may be, from time to time, posted at the campground or on Piney River Escape's internet website. Camper acknowledges that amendments to the Rules shall be effective upon posting. The Rules, as amended from time to time, are hereby incorporated herein.

**21. INSURANCE** Camper agrees to obtain and maintain liability insurance in amounts sufficient to cover all liabilities arising from Camper's use of the campsite and property insurance on all property Camper places or uses on the premises.

**22. PROHIBITED ACTIVITIES** Campers and guests may not engage in and commercial activities at the campground. Campers and guests may not engage in any illegal activities at the campgrounds at any time.

**23. WAIVER** Waiver by Piney River Escape of any default by Camper under this lease is limited to the specific occurrence and does not operate to waive any other default or violation. Any waiver by Piney River Escape, to be valid, must be in writing, identified as a waiver, and executed by Piney River Escape.

**24. ACTION OF GUESTS** Campers are responsible for the actions of their guest(s).

**25. TERMINATION FOR ABANDONMENT OF CAMP PROPERTY** In the event Camper abandons any property and/or unit on the campsite for more than thirty (30) days, Piney River Escape has the right to terminate the lease by delivery of written notice of termination to the Camper's address as set forth in the lease. In the event of such termination, Piney River Escape shall have all the post-termination rights as set forth in the lease.

**26. PAYMENTS FROM CAMPER** In the event Piney River Escape shall be entitled to any payment or reimbursement hereunder from the Camper, such payment shall be made by the camper promptly, but in no event later than five (5) business days after delivery to Camper of any written demand therefore. Any payment or reimbursement not made within such time shall bear interest at the rate set for in section four (4) of this lease. Failure of Camper to timely pay any amount due hereunder shall constitute a material breach of this lease, permitting termination hereof.

**30. ALTERATIONS OR CHANGE IN THIS AGREEMENT** It is expressly understood by that the terms and conditions herein set out cannot be changed or modified, except in writing. Camper understands that neither Campers nor Piney River Escape or any of Piney River Escape's agents have the authority to modify this Lease

**CAMPER AND DATE OF LEASE**

This lease is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the individual(s) below with \_\_\_ people in their party, ("Camper") who give the following information:

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Telephone \_\_\_\_\_

**Campsite Number:** \_\_\_\_ **Possession Date:** \_\_\_\_\_

**Camp Unit:** (Select Type) Travel Trailer/Fifth Wheel/Motor Home

Description: MAKE \_\_\_\_\_ Size: \_\_\_\_ft

Year Build \_\_\_\_\_

**WHEREFORE**, I/we the undersigned, do hereby execute and agree to all terms and conditions of this Lease Agreement, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Piney River Escape

\_\_\_\_\_  
Camper