

Guest Names: _____ Space Number: _____
Date of Stay: From: _____ To: _____ **Check in: 1:00pm. Check out: Noon**

RV Park Guest Agreement Terms and Conditions

1. Parties/No Tenancy/Checkout. This RV Park Guest Agreement ("**Agreement**") is between WillowWind RV Park Management, Inc., doing business as WillowWind RV Park ("**WRV Park**") and the person(s) identified above ("**Guest(s)**"). This Agreement **does not** create a tenancy or residency in favor of Guest. Guest must depart by the checkout time on the day immediately following the last night indicated above. If Guest fails to timely depart, WRV Park may provide Guest three (3) days' notice to vacate by posting the same on Guest's RV or by sending the notice to Guest's street or email addresses on file. Following the expiration of the three (3) day notice period, WRV Park may remove and store Guest's RV, vehicle and other property at Guest's expense. The remedy described in this paragraph is in addition to any other rights and remedies WRV Park may have at law or in equity.
2. Cancellations/ Refunds. All DAILY and WEEKLY reservations must be paid in full at time of reservation. This payment is only refundable up to thirty days (30) before the check in time. All MONTHLY reservations must be accompanied by a deposit equal to one month's rental rate. This deposit is only refundable up to thirty (30) days prior to the check in date and time. There will be no refunds for Guests who depart prior to the originally scheduled departure date. When a refund is warranted, Guest hereby acknowledges that a refund of payment made by check may take up to thirty (30) days. Except as expressly set forth in this Agreement, all cancellations and refunds will be made at the sole discretion of WRV Park. Guest may not transfer Guest's reservation or occupancy of a space to a third party without WRV Park's prior written consent given at its discretion. _____ Guest Initial
3. Rules and Regulations. Guest is subject to and agrees to comply with all "**Campground Rules and Regulations**", a copy of which is attached hereto and incorporated herein by reference. WRV Park may modify the "Campground Rules and Regulations" from time to time at its discretion. Guest hereby acknowledges receipt of the current "Campground Rules and Regulations". Guest also agrees and acknowledges that failure to comply with all "Campground Rules and Regulations" will constitute a material default of this Agreement and will be cause for immediate eviction and removal from the RV Park. _____ Guest Initial
4. Quiet Hours. Quiet hours are from 10:00 p.m. to 8:00 a.m. Radios, televisions and other electronic devices should never be played loud enough to be heard outside of Guest's assigned space at any time.
5. Speed Limit. The speed limit is 11 miles per hour (crawl speed) within the RV Park properties.
6. Children and Extra Guests. Guest is responsible at all times for the safety and behavior of Guest's children. Guest must supervise all children under 18 in showers, restrooms, and all other common areas of the RV Park. Guest will not allow children to play in the roadways. Management must be notified of children's presence. No person under the age of 18 is allowed in the Fitness Center. Extra guests (including children) are \$8.00 per day per guest/child.
7. Firearms/Weapons. Discharge of firearms and all fireworks is prohibited. Guest may transport firearms and other weapons to and from Guest's RV to Guest's vehicle. Except as provided in the preceding sentence, in no event may Guest display or brandish firearms or other weapons outside Guest's RV or vehicle or in a manner that is offensive or threatening to management or other guests.
8. Behavior. WRV Park may require any person to leave, without refund, for any reason, including, without limitation, disrespect to management or other guests, excessive consumption of alcoholic beverages, objectionable behavior, illegal use of drugs or engagement at the RV Park, or violation of any rule or sign.
9. Liability – Guest. Guest is responsible, and agrees to indemnify and hold harmless WRV Park and the RV Park Property Owner, for all loss, damage or injury to any person or property caused by Guest or Guest's guests, visitors, invitees, licensees, or pets.
10. Limitation of Liability – WRV Park. Guest specifically acknowledges and agrees that WRV Park, and all management, officers, members, directors, employees and agents of WRV Park are not responsible for any loss, damage or injury to any person or property, except to the extent caused by the gross negligence or willful misconduct of WRV Park.
11. Indemnification. Except for losses, damages or injuries for which WRV Park is responsible pursuant to paragraph 10 above, Guest will indemnify and defend WRV Park, the RV Park Property Owner, and all management, officers, members, directors, employees and agents of WRV Park, for, from and against any and all claims, damages, liabilities, costs and expenses (including, without limitation, court costs and attorneys' fees) arising out of or related to this Agreement or any actions of Guest.
12. Not a Mobile Home. Guest hereby acknowledges and agrees that (a) Guest's RV is not a "mobile home" as defined in the Utah Mobile Home Park Residency Act, 57-16-3 Utah Code, (the "**Act**"); and (b) WillowWind RV Park is not a "mobile home park" as defined in the Act. Guest further hereby waives any and all rights which Guest may have under the Act and acknowledges that the relationship created by this Agreement is one of a property owner renting a generic RV parking space on a temporary, short-term basis. **This Agreement does not create a tenancy or residency or any other real property right in favor of Guest.** _____ Guest Initial
13. Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity of any other provision of this Agreement and, in the event that any provision is determined to be invalid or otherwise illegal, this Agreement will remain in effect and will be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.
14. Applicable Law/Jurisdiction/Venue. This Agreement, and all collateral matters relating to this Agreement, will be governed by and construed under the laws of the State of Utah applicable to agreements fully made and performed therein. Jurisdiction and venue for any claim or proceeding brought in connection with this Agreement will lie exclusively in the state or federal courts located in Washington County, Utah.
15. Late Fees and Insufficient Check Fees. In the event rent is not paid by the date that it is due, as defined herein, Guest will pay a late fee of \$5 per day until the entire unpaid rent is paid in full. In addition, Guest will be deemed to be in default of this Agreement and the entire unpaid amount will begin to accrue interest at a rate of 18% per annum until paid in full. In the event any check from Guest to WRV Park is returned or dishonored by the bank for insufficient funds or any other reason, Guest is liable to WRV Park for any actual costs incurred by WRV Park by reason of such dishonored check including a processing fee of \$45. Guest agrees to pay the processing fee and replace the dishonored check with certified funds within twenty-four (24) hours' notice of the dishonored check. Thereafter, WRV Park shall be entitled to require that any and all future rent payments be made with a money order or certified check.

22. Employees of WRV Park. Employees of WRV Park are prohibited from entering a Guest's RV at any time. Guests are prohibited from asking an employee of WRV Park to enter their RV for liability reasons.

23. Entire Agreement. This Agreement constitutes the entire agreement and understanding between WRV Park and Guest and supersedes all prior or contemporaneous oral or written agreements and representations between the parties. The "Campground Rules and Regulations" are incorporated herein by reference as part of this Agreement. This Agreement may not be amended, modified or altered except in writing as signed by WRV Park and Guest. The Guest(s) signing this Agreement represents that he or she has authority to sign on behalf of all occupants of Guests designated RV and acknowledges that this Agreement is enforceable against all occupants of Guest's RV.

Accepted & Agreed:

Signature

Print Name

Date

CAMPGROUND RULES AND REGULATIONS

These Campground Rules and Regulations are incorporated herein by reference to the WillowWind RV Park Guest Agreement Terms and Conditions ("**Agreement**"). Guest hereby agrees to comply fully with all of the Campground Rules and Regulations set forth herein. Guest further agrees that if Guest fails to comply with any of the Rules and Regulations set forth herein, Guest will be in default of the Agreement and WillowWind RV Park Management, Inc., doing business as WillowWind RV Park ("**WRV Park**") will be entitled to all of the remedies set forth in the Agreement, including but not limited to the immediate removal of Guest from the RV Park. WRV Park shall also be entitled to recover its damages, including attorney's fees and costs incurred in enforcing the Agreement and these Campground Rules and Regulations.

A. Guest is not allowed to sublet his or her RV within the RV Park. If Guest sells or transfers title to the RV, the RV must be removed from the RV Park within 24 hours of the transfer of title, unless the new owner enters into a new Agreement with WRV Park and pays the appropriate rental amount. Prospective buyers may apply for entrance into the RV Park prior to purchase to examine an RV that is for sale.

B. Visitors are not permitted into the RV Park after 11:00pm without express consent by WRV Park obtained beforehand. All overnight visitors must park their cars by the office.

C. No guest, invitee, or visitor of a Guest may camp or sleep outside in their cars.

D. No more than one RV and two vehicles per rental space are allowed.

E. No inoperable or unlicensed vehicles will be allowed to remain in the RV Park. Guests shall not use or allow the use of their respective rental space for performance of major mechanical or long-term repairs.

F. No Guest is allowed to operate or conduct a business of any kind including a home occupation business within the RV Park. Garage sales or estate sales cannot be held within the RV Park without the express prior consent obtained by management of WRV Park. Garage /estate sales which are approved by WRV Park can only be held on the circle of grass in front of the RV Park, with someone designated to direct traffic and parking. No garage or estate sales may be conducted within the actual confines of the RV Park itself.

G. In order to enhance the quality of the RV Park and its aesthetic appearance, the management of WRV Park may refuse to rent to any Guest and WRV Park, at its discretion, may require a Guest to remove an RV which is in run-down condition or disrepair, and to vacate the RV Park.

H. To the extent laundry facilities are made available to Guests, no clothes lines shall be permitted in the RV Park except at the Laundry and articles of clothing or linens, towels, etc. shall not be hung, laid, or otherwise placed outside Guest's residence to be dried. No washing or drying machines are permitted to be stored outside of the RV.

I. WRV Park and its management will not accept mail delivered to the RV Park for Guests or RV occupants. Guests must obtain a post office box or have their mail sent "general delivery" to the post office.

J. Guest, including Guest's visitors, guests, and invitees, are prohibited from smoking in any of the WRV Park buildings including the clubhouse, laundry room, front office, etc.

K. Guest must clean up the clubhouse after use by Guest and or Guest's visitors, guests, and invitees.

L. Guests are not allowed to trim any of the trees in the RV Park without the prior written consent of WRV Park.

M. Guests are not allowed to make repairs to the RV Park or any property of the RV Park.

N. Guests must keep their rental area and exterior of their RV clean and tidy. No personal property or debris is allowed to be stored on the concrete pad around the RV which would be deemed by management to be an eyesore, specifically including but not limited to refrigerators and freezers, A/C units, satellite dishes, washing/drying machines. In the event Guest fails to keep their rental space clean and free of debris, WRV Park may issue a notice of non-compliance and if Guest fails to clean its rental space with three (3) days, then Guest will be deemed to be in default of the Agreement and WRV Park will be entitled to pursue the default remedies set forth in the Agreement.

O. Guests, including their visitors, guests, and invitees are not allowed to park on either the grass or the streets.

P. All Guests must sign an Agreement upon arrival.

Q. Campfires are allowed in portable, covered fire pits only, and not on the grass. Please do not put ashes in any trash receptacle.

R. Guest is not allowed to construct or place any outside storage units on the rental property without the express written consent of WRV Park.

S. All Guests who have pets are required to disclose and identify their pets to WRV Park management and all Guests are required to sign the Agreement acknowledging their compliance with the specified pet rules and regulations.

T. Guests may only tie up hammocks to trees if they receive prior approval from a manager of WRV Park.