

Deep Creek Landing, LLC.

AGREEMENT FOR USE OF RV SITE

(4/17 version)

This Agreement is made this _____ between Deep Creek Landing, L.L.C. ("Company") and the camper or campers signing below (collectively, "Campers").

The Company and Campers agree as follows:

- 1. Site.** During the term of this Agreement, the Company agrees to allow Campers to use Site No. _____ (the "Site") at the Company's Deep Creek Landing, LLC (the "Property") on the terms set forth herein. Campers shall have the right to maintain one recreational vehicle owned by Campers ("Camper's RV") on the Site. The term "recreational vehicle" means motor homes, travel trailers, and 5th wheel trailers. All recreational vehicles must be approved in advance by the Company. With the Company's prior written approval, which may be withheld by the Company in its sole discretion, the term "recreational vehicle" may also include ANSI (American National Standards Industry) recreational park model trailers which (a) contain no more than 400 square feet of gross area measured at maximum horizontal projections, (b) are not longer than 45 feet, (c) are not wider than 12 feet in fully extended condition including slide-outs, if any, and (d) are not higher than 13.5 feet (including roof mounted equipment) measured from the surface upon which the vehicle stands.
- 2. Occupancy of Campers' RV.**
 - 2.1.** Campers and each occupant of Campers' RV must fully understand the rules and regulations of the campground and agree to abide by these rules. The owner of the camper agrees to comply with the Company's pre-qualification procedures and standards, including background and credit checks to determine community and financial responsibility. Failing to complete the application in its entirety or willfully providing false information will result in a rejection of the application. The Company shall have the right to reject any occupant based on the same criteria by which the Company accepts or rejects any other applicant. Campers may be required to cover the cost of credit inquiries and any required background checks.
 - 2.2.** Campers shall leave the Property for a period of at least two weeks each year.
 - 2.3.** The number of persons occupying Campers' RV on the Site at any one time shall not exceed six. Campers may have guests at the Site in accordance with the Property's rules and regulations, a copy of which has been given to Campers (this agreement). Campers' acknowledge receiving a copy of this agreement.
- 3. Lot Rental Fees.** During the term of this Agreement, Campers shall pay the Company a fee in the amount of \$_____ per _____ month period, plus any applicable taxes. The deposit and annual fees are nonrefundable.
 - 3.1.** If any payment required by this Agreement is not paid before the tenth day after the due date of the payment, Campers shall be in default under this Agreement, and the Company will

charge and Campers shall pay a late fee to cover the Company's cost of processing and collection, as follows: Twenty-Five Dollars (\$25.00) if payment is received within six days after it is due, plus Five Dollars (\$5.00) for each additional day that the payment is delinquent until payment and late fees are paid in full. A charge of Twenty-Five Dollars (\$25.00) shall be made for each check that is presented by Campers and returned unpaid.

- 3.2. In addition to the foregoing, Campers shall also pay those amounts paid by the Company on Campers' behalf in the event that Campers' fail to pay when due any charges for which Campers are responsible hereunder or otherwise associated with Campers' use of the Site (provided, however, that the Company shall have no obligation to pay any such amounts).
- 3.3. If Campers fail to pay any such additional amounts when due, the Company may transfer Site fees paid by Campers toward any other charges Campers may have incurred, leaving Campers with a delinquent Site fee balance.
- 3.4. Lots may be reserved with the payment of a non-refundable deposit. If the remaining amounts owed are not paid by the start date of the rental period, the contract is void and the deposit is retained by the Company.
- 3.5. Payments can be made in cash, check, money orders, or Travelers Checks. Any personal check that is returned will be charged a fee. If a check is returned, further payment by check may be restricted. Rates are based on a maximum of 6 camper occupancy. Extra guest will be charged \$5.00 per day/night, per person, payable upon arrival.

4. Security Deposit. This is N/A

5. **Term.** The term of this Agreement shall be for a period of _____, and shall begin on _____ and end at midnight on _____ unless sooner terminated as provided in Section 17 below.

6. Campers' Obligations. During the term of this Agreement, Campers agree to each of the following:

- 6.1. Campers shall comply with the "Agreement for Use of RV Site" and the directions of the Property Manager and Property Staff. The Company shall have the right, in its sole discretion, to add to, modify, or delete any rules or regulations in this agreement.
- 6.2. Campers shall also comply with the Rules, Regulations and Appearance Standards (the "Appearance Standards"). The Company shall have the right, in its sole discretion, to add to, modify, or delete Appearance Standards. Campers acknowledge receiving a copy of the Company's Appearance Standards.
- 6.3. Campers shall keep the Site in a clean and sanitary condition, and keep the area around the Site neat and free of garbage, refuse or waste. The Property Manager shall have sole discretion to determine the appropriateness of the appearance of the Site, and Campers shall comply with directions of the Property Manager regarding the appearance of the Site. If Campers fail to do any maintenance work required by this Agreement or by the Appearance Standards, the Company may notify Campers in writing that the work must be done. If Campers do not do the work within the time specified after receiving such written notice, the Company may do the work and charge Campers for the reasonable costs thereof. The Company shall advise Campers in writing of any such charge, which shall be due and payable upon Campers' receipt of an invoice from the Company.
- 6.4. Campers shall connect Campers' RV to the electric, water, and sewer connections for the Site designated by the Company. Campers shall not make any alteration to the electric, water, and

sewer connections designated by the Company. Campers shall not discharge wastewater or sewage in any manner except into the wastewater/sewer connection designated by the Company.

- 6.5.** Campers shall obtain and maintain adequate physical damage insurance covering loss of or damage to Campers' RV and other property on the Site in the amount of the full replacement cost of such property, and Campers shall obtain and maintain comprehensive general liability insurance with limits of liability of not less than \$100,000 per occurrence and \$300,000 combined single limit (which insurance will not limit Campers' responsibility to indemnify and hold the Company harmless under Section 19 below. Note that an RV insurance policy must include "vacation liability" or "full timers" coverage). A copy is to be provided to Company.
 - 6.6.** Campers shall comply with all laws and regulations governing the use and maintenance of the Site.
 - 6.7.** Campers shall not intentionally or negligently destroy, deface, damage, impair, or remove any part of the Site, any appurtenances thereto, or any facilities or fixtures relating thereto, and Campers shall not permit any member of Camper's family or any guest or other person acting under his or her control to do so.
 - 6.8.** Campers shall not permit a nuisance or common waste.
 - 6.10.** Boats and boat trailers may be kept on the camper's site during days of use only. Otherwise boat and boat trailer must be stored in boat storage area only. No boat or trailer may be kept on a vacated site or unused area. If boat or boat trailer is kept on the camper's site during days of use, it must honor the 5 foot setback requirement and cannot infringe on any property outside the site boundaries.
 - 6.11.** Quiet time is from 10:00 p.m. until 8:00 a.m. These times are strictly enforced and violators will be removed from park without a refund.
 - 6.12.** No generators or loud music is permitted in the campground.
 - 6.13.** Additional tents or camper units are not allowed in the leased RV areas.
 - 6.14.** Owners are responsible for their guest at all times.
 - 6.15.** No illegal substances are allowed on the property, no exceptions. Violators of this rule will be removed from the premises without a refund.
 - 6.16.** No solicitation is allowed at any time.
 - 6.17.** No firearms, fireworks, or explosives allowed within the campground.
 - 6.18.** All vehicles must have valid state license in order to be allowed onto the property.
 - 6.19.** No ATVs, dirt bikes, motorized scooters are allowed.
 - 6.20.** The campground is designed to be family friendly therefore management request that any alcohol that is consumed is done so responsibly. Any person that is loud or disrespectful of other tenants due to alcohol consumption or any other reason will be asked to return to his unit or vacate the property without a refund.
- 7. Improvements.** Campers shall not make any improvements or alterations to the Site without the prior approval of the Company, which may be withheld by the Company in its sole discretion. Any proposed improvements to the Site must be requested in writing and a drawing must be submitted to the Property Manager for approval. No work shall commence without the Property Manager's written approval, which may be withheld by the Property Manager in his/her sole discretion. All improvements and/or alterations to the Site made under this Section 7 shall become the property of the Company at the expiration or sooner termination of this Agreement.

8. Utilities. The Company shall provide recreational vehicle hook-ups at the Site for water, sewer and electrical service. Campers shall pay the Company for all electrical power used by Campers. The cost of electric usage shall be determined by a separate meter for the Site. The Company shall provide a location for Campers to dispose of common household trash. Other services may be provided to campers at camper's expense. Campers will be responsible for any charges for waste or trash removal in excess of common household trash. The Company shall not be responsible for any disruption in service resulting from causes beyond the Company's reasonable control.

8.1. Campers must maintain and repair all water, gas, electrical and sewage connections, and shall be responsible for any malfunction occurring between the point of connection and Campers' RV. The "point of connection" is defined as follows for each such utility: (i) for water, from Camper's side of the meter or at the valve, including the connection point; (ii) for electric, from the meter box; (iii) for sewer, from Campers' side of the hook-up, including the connection point; and (iv) for gas, individual tanks and connections are the sole responsibility of Campers.

8.2. If a malfunction is reported with respect to any water, electric, gas and/or sewage connection, the Company reserves the right to inspect said malfunction. If the malfunction is found to be the responsibility of Campers and the Company is unable to contact Campers with respect to same, the Company may (but shall not be obligated to) repair the same and bill Campers for such repairs.

8.3. Boats may be washed in designated areas only.

8.4. No vehicle washing at any time.

8.5. No yard swimming pools or free running water allowed.

9. Assignment and Subletting. Campers shall not transfer or assign this Agreement to anyone. Further, Campers shall not purport to sublet or rent the Site to anyone, or allow anyone else to use Campers' RV on the Site without the prior written consent of the Company (which may be withheld by the Company in its sole discretion).

10. Taxes.

10.1. The Company shall pay all real property taxes applicable to the Site during the term of this Agreement.

10.2. Campers shall pay prior to delinquency all taxes assessed against and levied upon Campers' RV and other property located on the Site or elsewhere. Campers shall cause their RV and other property to be assessed and billed separately from the Site and other real property of the Company.

10.3. If Campers' RV or other property is assessed with the Site or other real property of the Company, Campers shall pay the Company the taxes attributable to Campers' property within ten (10) days after receipt of a written statement setting forth the taxes applicable to Campers' property.

11. Access. The Company reserves the right of access to the Site at any time for the purpose of inspection, repairs, maintenance or improvements, communicating with Campers, or any other lawful purpose. However, this provision shall not be construed to impose any duty on the Company to inspect the Site or make repairs.

12. Sale of Campers' RV. If Campers propose to sell or transfer Campers' RV under circumstances where the purchaser or transferee desires that Campers' RV remain on the Site, the sale or transfer shall be subject to the Company's prior written approval of the purchaser or transferee. To be eligible for such approval, the purchaser or transferee must comply with the Company's prequalification procedures and standards, sign a new Agreement for Use of RV Site (with the annual fee at the then market rate), pay a \$250 transfer fee and meet any other conditions and requirements set forth in the Rules and Regulations or Appearance Standards. As an additional condition for approval, the Company may require reasonable upgrading of the Campers' RV and/or the Site to meet the quality standards contained in the Rules and Regulations or Appearance Standards in effect on the date of such proposed sale or transfer. If the provisions of the Section are not complied with, Campers must promptly remove Campers' RV from the Site and the Property upon such sale or transfer.

12.1. The prospective purchaser or transferee must complete the Company's standard application in its entirety and comply with the Company's pre-qualification procedures and standards prior to such sale or transfer, so that background and credit checks can be conducted properly and expediently to determine community and financial responsibility. Failing to complete the application in its entirety or willfully providing false information will result in a rejection of the application. The Company shall have the right to reject the proposed purchaser or transferee based on the same criteria by which the Company accepts or rejects any other applicant.

12.2. As set forth above, any purchaser or other transferee of title to Campers' RV, under circumstances where the purchaser or transferee desires that Campers' RV remain on the Site, shall be subject to the Company's prior written approval of the purchaser or transferee. If the provisions of this Section are not complied with, Campers must promptly remove Campers' RV from the Site and the Property upon such sale or transfer.

13. Surrender of Site. Upon the expiration or sooner termination of this Agreement, Campers shall immediately quit and surrender the Site to the Company, and Campers shall remove their RV and other property from the Site. The Site shall be returned to the Company in the same condition as received by Campers, except for reasonable wear and tear, and Campers shall be responsible for any restoration or repair that is necessary to return the Site to such condition. Further, if Campers move to a different site with the approval of the Property Manager, Campers shall remove their RV and other property from the Site and return the Site to the Company in the same condition as received by Campers. If Campers do not leave the Site in the same condition as received, Campers will be charged no less than two hundred dollars (\$200.00) for Company personnel to restore the Site to its original condition.

14. Holding Over. If Campers remain in possession of the Site beyond the expiration of the term of this Agreement, without the written consent of the Company (which may be withheld by the Company in its sole discretion), the Company may pursue all rights and remedies available to the Company; and in addition, the Company may also recover from Campers an amount equal to twice the annual fee payable hereunder, computed and prorated on a daily basis for each day Campers remain in possession.

15. Removing Campers' RV. If Campers' RV is a park model unit, Campers must give the Company written notice at least thirty (30) days, and again at least forty-eight (48) hours, before Campers propose to move such park model unit out of the Property. The Company has the right to supervise

the removal of such park model unit. The Company may prescribe reasonable instructions concerning removal of such park model unit in order to protect the Property's facilities and/or safeguard other units, and Campers must comply with any such instructions. If the Company and Campers agree that the Company shall remove Campers' RV that agreement must be in writing, must state the charges for such services and must be signed by the Company and Campers.

16. Abandoned Property. If Campers' RV or other property is left unattended for more than 30 days without payment of the required fees and utility expenses, the Campers' RV or other property shall be deemed abandoned by Campers. If Campers' RV or other property is deemed abandoned by Campers under this Section, the Company shall have the right to remove Campers' RV and other property from the Site to a storage facility. The Company will then send a final bill for payment due to Campers and if such bill is not paid within 30 days after the date of the bill, the Company will be entitled to enforce its lien rights and conduct a lien sale of Campers' RV and other property. Campers will be responsible for all costs of removal, storage and sale, and the Company will have the right to reimbursement from the proceeds of any such sale for all such costs paid or incurred by the Company. In the alternative, if Campers' RV or other property is deemed abandoned by Campers under this Section, the Company may have Campers' RV or other property removed from the Property by a towing service.

17. Default and Remedies.

17.1 The following events shall be events of default under this Agreement:

- (a) Campers' failure to pay in a timely manner the annual fee required by Section 3 or any other amount due under this Agreement.
- (b) Campers' failure to comply with the Rules and Regulations, the Appearance Standards, or the directions of the Property Manager and Property Staff.
- (c) Campers' failure to perform any of their other obligations under the terms of this Agreement.
- (d) Campers failure to pay electric bill within 30 days of billing

17.2. In the event of a default by Campers, the Company shall be entitled to all remedies provided in this Agreement, including without limitation the right to immediately suspend all privileges of Campers, terminate this Agreement and pursue all other remedies that are provided by law or equity. In the event of a default by Campers, the Company shall have the right to immediately terminate this Agreement by giving written notice of termination to Campers. In such event, this Agreement shall terminate on the day designated in the notice of termination and without regard to the expiration of the period for which the annual fee has been paid.

17.3 If campers RV is being purchased by Campers pursuant to a conditional sales contract between Campers and the Company, Campers agree that a default under the terms of such conditional sales contract shall be a default under the terms of the Agreement which shall allow the Company to terminate this Agreement as provided in this Section 17.

18. Indemnification. The Company is not liable for injury to any person, or for loss or damage to any property (including Campers' property) occurring in or about the Site from any cause whatsoever. Campers agree to jointly and severally indemnify the Company against and hold the Company harmless from any and all loss, damage, liability and expense (including reasonable attorney's fees and other costs incurred in connection with defending any claim) resulting from any actual or alleged injury to any person or from any actual or alleged loss of or damage to any property (including

Campers' property) arising out of the use of the Site by Campers, or caused by or resulting from any act or omission of any third party (including criminal acts) or any act or omission of the Company occurring in or about the Site, unless due to the Company' gross negligence or willful misconduct. The indemnification provided for in the Section 18 shall survive the expiration or sooner termination of this Agreement.

- 19. Damage by Casualty.** In the event the Site is damaged or destroyed by fire, the elements, or other casualty, this Agreement shall terminate immediately, and Campers' sole remedy shall be to receive the insurance policies maintained by Campers pursuant to Section 6.5 above. Campers are entirely responsible for removal of all debris from such event.
- 20. Time of Essence.** Time is of the essence of this Agreement and all provisions in which performance is a factor.
- 21. Benefit.** The covenants and conditions herein contained, subject to provisions as to assignment, shall apply to and bind the heirs, successors, executors, administrators and assignees of the parties hereto.
- 22. Notices.** All notices to be given hereunder shall be in writing and delivered personally, sent by electronic transmission, or mailed by prepaid certified or registered U.S. mail, return receipt requested, to a party at its address set forth on the signature page hereof or to such other address as the party shall specify by written notice so given, and shall be deemed to have been given as of the date so delivered, transmitted, or mailed.
- 23. Nature of Interest.** This agreement constitutes a contractual right to use the Site on the terms and conditions set forth herein. This Agreement does not convey and interest in, is not secured by, and does not entitle Campers to any recourse against any real property of the Company.
- 24. Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the use of the Site by Campers, and it supersedes and replaces all prior agreements, written or oral. Each of the parties hereto acknowledge that no other party, nor any agent or attorney of any other party, has made any promise, representation, or warranty whatsoever, express or implied, not contained in this Agreement concerning the subject hereof, to induce them to execute this Agreement, and acknowledges that they have not executed this Agreement upon any such promise, representation, or warranty not contained herein. No language or provision contained in this Agreement shall be interpreted either for or against any party by virtue of the fact that any party or any party's attorney drafted such language or provision.
- 25. Arbitration.** Any dispute or claim arising out of this Agreement shall be settled by binding arbitration in accordance with the provisions of the Federal Arbitration Act (99 U.S.C. Section 1 et seq.) and the rules of the American Arbitration Association. Arbitration proceedings shall be commenced by the delivery by either party to the other of written notice demanding arbitration. The controversy or claim shall be decided by a single arbitrator. If the parties are unable to agree upon an arbitrator within 20 days, the parties shall ask the American Arbitration Association to provide a list of three arbitrators. Each party shall, within 10 days of receipt of such list, strike one arbitrator, and the person remaining on the list shall serve as the arbitrator. Any arbitration hearing shall be held in the County and State in which the Property is located, unless the parties agree otherwise. Any award rendered by arbitration shall be final and binding on the parties and judgment

thereon may be entered by any court of competent jurisdiction.

26. Attorney's Fees. In the event either party commences arbitration or litigation to enforce or declare the meaning of any provision of this Agreement, the prevailing party in such action shall be entitled to an award of its reasonable attorneys' fee and costs.

27. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of NC. In the event of any action brought to enforce or declare the meaning of this Agreement, venue shall be in Onslow County, NC.

Dangerous Weather – Management is not responsible for notifying you in the event of damaging or dangerous weather. It is strictly the RV owner's responsibility to secure or remove his unit in order to protect his property or neighboring owner's property. No refund of the annual lease or a portion thereof will be refunded unless Deep Creek cannot provide an acceptable lot to replace the tenants originally leased lot if damage is done to the original lot proving that lot unusable.

(Signatures on next page)

Executed on the day and year first above written.

Company

Deep Creek Landing, L.L.C.

By: _____

Its:

Company's Address:

Company's Telephone-Number:

Company's Fax Number:

Campers

(Signature of Lease Holder)

(Print name of Lease Holder)

(Signature of Lease Holder)

(Print name of Lease Holder)

Campers' Home Address:

Campers' Telephone Number:

Campers' Cell Number

Email Address:
