

BAMA RV STATION

www.bamarvstation.com

5467 SKYLAND BLVD. E. COTTONDALE, AL 35453

(205) 722-0501 office@taylorpropertiesllc.com

RV FOOTBALL SEASON AGREEMENT 2015 Season

INFORMATION REGARDING PATRON:

How did you hear about us? _____

Full Legal Name: _____ DOB: _____

Patron's Street or P.O. Box Address: _____

City: _____ State: _____ Zip: _____

Home Phone No.: _____ DL State & No.: _____

Employer: _____ Work No.: _____

Email Address: _____

I AGREE THAT BAMA RV STATION MAY USE THIS EMAIL ADDRESS & THE ALTERNATE EMAIL ADDRESS FOR ANY & ALL CORRESPONDENCE INCLUDING EMERGENCY NOTIFICATION. Initial _____

Cell No.: _____

I AGREE THAT BAMA RV STATION MAY USE THIS CELL NUMBER & THE ALTERNATE CELL NUMBER FOR ANY & ALL CORRESPONDENCE INCLUDING TEXTING CAPABILITY & EMERGENCY NOTIFICATION. Initial _____

ALTERNATE CONTACT:

Contact Person: _____ Contact Phone No.: _____

Contact Street Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

**Please Remit Payments to:
Taylor Properties, LLC
5461 Skyland Blvd East
Cottondale, AL 35453**

If paying by Credit Card (Visa or Master Card Accepted)

Name on Card: _____ Credit Card No.: _____

Billing Address for Card (if different from Patron Address): _____

City: _____ State: _____ Zip: _____ Exp. Date: _____

2015 Season Rental Agreement

This Agreement for rental of an RV lot is entered into this _____ day of _____ 2015 between Taylor Properties LLC, DBA BAMA RV STATION, herein called "Owner," located at 5467 Skyland Blvd. East, Cottondale, AL 35453 (the "Premises"), and _____ (the "Patron"). This Agreement shall be in effect for the entire period of time selected from the rate plans listed below. All rent on the Lot occupied, is due and payable in full for the rental period whether you are parked on the Lot or not. All provisions of this Agreement shall apply to and be binding upon all successors in interest, assigns, or representatives of the parties identified above.

The 2015 Season Pricing

Prices based on a 7 game home season (September 1 –November 30, 2015)
Please mark your choice of the following options to establish the terms of this agreement:

- Full season on site, with power, water, and sewer: \$1,400.00
- Full season on site, **NO SEWER CONNECTION**: \$1,100.00
- 7 Game weekends onsite with power, water, and sewer: \$950.00
(Arrival on Thursday afternoon and depart Sunday by 2:00 pm)
- 7 Game weekends onsite, **NO SEWER CONNECTION**: \$700.00
(Arrival on Thursday afternoon and depart Sunday by 2:00 pm)

Single Game Weekend - As written: _____

Storage rates (You are not allowed to occupy your unit):

- | | |
|---|--|
| <input type="checkbox"/> Fenced storage (without power): \$225.00 | <input type="checkbox"/> Covered storage (without power): \$700.00 |
| <input type="checkbox"/> Fenced storage, 20 AMP power: \$400.00 | <input type="checkbox"/> Covered storage, 20 AMP power: \$725.00 |
| <input type="checkbox"/> Fenced storage, 30 AMP power: \$450.00 | <input type="checkbox"/> Covered storage, 30 AMP power: \$775.00 |
| <input type="checkbox"/> Fenced storage, 50 AMP power: \$540.00 | <input type="checkbox"/> Covered storage, 50 AMP power: \$865.00 |

DESCRIPTION OF RV (circle) Motor Coach or Camper

Make _____ Year _____ Color _____ State _____ Length _____ Tag Number _____

Power Requirements (circle one):

No power 20 AMP power 30 AMP power 50 AMP power

1. **RV LOT:** Patron rents from Owner **LOT NUMBER** _____ hereinafter the "RV Lot" for a fee of \$ _____. Patron may not assign or sub-rent the RV Lot without the written permission of the Owner. Any and all extension power cords, power adapters, water hoses and sewer flex to reach the utility connections are at Patron's responsibility and expense. Patron must check in at the office before setting up on the Lot. Owner reserves the right to have Patron reposition RV.

2. **PAYMENT:** Owner acknowledges deposit of \$ _____ to reserve a lot. Patron agrees that the entire balance must be paid no later than July 31, 2015. In the event that a balance remains unpaid after July 31, 2015, Patron hereby agrees that a late fee equal to 10% of the remaining balance will be assessed by and due to the Owner if a lot is available.

3. **TERMINATION:** Upon termination of the rental term and any continuation thereof, should the RV remain on the Lot, the RV monthly storage rates will apply and rules and obligations pursuant to "The Self-Storage Act" (ALA Code 1975) as amended shall apply and be subject to Owner's lien rights as referenced below. Patron agrees to leave the RV Lot in good condition and agrees to pay all reasonable costs associated with repairs and cleanup in the event that the RV Lot is damaged or left in an unclean state.

4. **PATRON'S ACCESS:** Patron's access to the Premises and the RV Lot may be conditioned in any manner deemed reasonably necessary by Owner to maintain order on the Premises. At Owner's discretion and without obligation of Owner, such measures may include, but are not limited to, requiring verification of Patron's identity, limiting hours of operation, inspecting vehicles that enter the Premises, and inspecting locks applicable to the doors and enclosures on the RV. Owner reserves the right to close any open doors or enclosures and demand that the Patron maintain all personal property and possessions in a secure manner.

5. **USE AND COMPLIANCE WITH LAW:** Patron agrees not to use the RV Lot for any unlawful purpose and that no property will be stored on the RV Lot unless Patron has full legal right to have such property in Patron's possession. Storage of flammable, explosive, toxic, noxious, odorous, or other dangerous materials is strictly prohibited. Patron shall not store any property in violation of any ordinance, order, or requirements imposed by the Board of Health, Sanitary, Police or Fire Department, or any other governmental agency, nor do or cause to be done any act that may create a nuisance. Patron acknowledges that the RV Lot may be used for the RV only, and specifically agrees that the Lot will not be used for the conduct of a business for any period of time whatsoever. Use by Patron of any dumpsters on the Premises is limited to that RV's use by Patron. Additionally, Patron shall not use the Lot for: (1) Sanding or spray painting (2) Any use which constitutes a shop or service facility (3) Automobile repair (4) Practice facilities for bands or other individuals or musical groups (5) Garage sales, flea markets, or sale of any kind directly from the RV Lot (6) Any use which involves alteration, structural change, or defacement of the Premises (7) Storage of any food or liquid or anything likely to attract pests, rodents, or animals such as grass seeds, etc. (9) An address to be advertised or used for any purpose. NOTE: Any violation of the provisions within this paragraph shall be grounds for immediate termination of this agreement at the discretion of the Owner and Patron hereby agrees to hold Owner, Owner's representatives, and other Patrons harmless and to indemnify, save, and defend such entities for any loss resulting from the violation of such provisions.

6. **NON-LIABILITY OF OWNER AND INSURANCE OBLIGATION OF PATRON:** It is specifically understood and agreed that no bailment is created hereunder. The exclusive care, custody and control of Patron's property shall remain vested in Patron and all property stored within the RV Lot by Patron or stored on the Premises shall be at Patron's sole risk. Owner and Owner's representatives shall not be liable to Patron for any damage to, or loss of, any personal property arising from any cause whatsoever, including, but not limited to, burglary, fire, flood, wind, water damage, moisture damage from concrete flooring, mold, mildew, mysterious disappearance, rodents, Acts of God, explosion, or the active or passive acts, omissions or negligence of Owner or Owner's representatives. Owner and Owner's representatives shall not be liable to Patron or Patron's representatives, invitees, or family members for any personal injury or death to any of them arising from any cause whatsoever, including, but not limited to, burglary, fire, flood, wind, water damage, mysterious disappearance, rodents, Acts of God, explosion or the active or passive acts, omissions or negligence of Owner or Owner's representatives. Neither Owner nor Owner's representatives are liable for any loss or damage resulting from failure, interruption or malfunction of utilities. **Owner is required to carry no insurance which in any way covers any loss whatsoever that Patron may have or claim in relation to the RV LOT or the Premises.**

7. **RELEASE OF LIABILITY AND INDEMNITY:** Patron hereby releases Owner and Owner's representatives from liability for any damage to or loss of Patron's personal property arising from any cause whatsoever, including, but not limited to, burglary, fire, wind, water, flood, mysterious disappearance, rodents, Acts of God, explosion, failure of Patron to lock doors and enclosures or secure any and all possessions about the lot, or the active or passive acts, omissions or negligence of Owner or Owner's representatives. Patron also hereby releases Owner and Owner's representatives from any liability for any injury or death to Patron or Patron's representatives, invitees, or family members as a result of any use of or presence on or at the RV Lot or Premises by any of them, even if such injury or death is caused by the active or passive acts, omissions or negligence of Owner or Owner's representatives. Patrons are responsible for any children they bring onto the Premises. Patron hereby expressly further agrees to indemnify and hold harmless and defend Owner and Owner's representatives from and against any and all claims (including claims for property damage, personal injury or death), demands, actions or causes of action (including attorney's fees and costs) that are herewith brought by anyone arising out of or in connection with the use of or presence on or at the RV Lot or Premises by Patron or Patron's representatives, invitees, or family members, including claims allegedly arising from the active or passive acts, omissions or negligence of Owner or Owner's representatives.

8. **NOTICES:** All notices required under this Agreement will be sent to Patron at the address given by Patron, via email unless otherwise agreed, and shall be deemed delivered when sent by Owner. Patron agrees to furnish owner with written notice of any change of email address, mailing address, or phone number and Patron agrees that unless Owner is notified of such change in writing, Patron may be contacted or notified at the address and/or telephone numbers provided above in case of emergency, for collection, delinquency or default under any terms or conditions of this agreement.

9. **RULES AND REGULATIONS:** Owner shall have the right to establish or change hours of operation or to promulgate and amend rules and regulations for the safety, care and cleanliness of the premises or for the good of the facility. Patron agrees to abide by all such existing and future rules.

* **RULE NUMBER ONE:** You, as a Patron, and your guests, must be able to get along with all other Patron's - **RTR**

* Pets are welcome but must be on a leash at all times Patrons are responsible for clean up while on Bama RV Station property.

* All outside speakers (music) must be off by 11:00 p.m.

* No campfires are permitted by order of the Fire Marshall of The City of Tuscaloosa.

* Please place all garbage in the dumpster provided for you.

* Sewer connection must be a factory complete, threaded connection to the outlet completing a sealed system.

* Please minimize electrical power consumption to a "storage status" when you leave the premises.

* **Please turn off the water supply at the exterior spigot anytime you leave the premises.**

**All policies listed above will be enforced and may result in removal from Bama RV Station Property.

10. **OWNER'S REMEDIES AND LIEN UPON DEFAULT:** (a) If any rent or charge shall be due and not paid, or if Patron shall fail or refuse to perform any of the covenants, conditions or terms of this Agreement, Patron shall be conclusively deemed in default. The right to deny access to Patron shall be in addition to all other liens and/or remedies provided by law to secure and collect rent, labor or other charges, present or future, as a result of Patron's storage of personal property or other use of the RV Lot, including expenses necessary for preservation or reasonably incurred in the sale of or other disposition of property. (b) Notwithstanding any re-entry, locking of unit, or taking of possession by Owner as provided under this Agreement, Patron's liability for rent and charges provided for herein shall not be extinguished prior to termination of this Agreement and Patron shall be personally liable for, and the personal property located on the RV Lot shall be subject to a lien for all rents and charges to the date of termination of this Agreement, damages for the breach of the Agreement, court costs, attorney's fees, expenses incurred for the removal and/or disposition, disposal or destruction of personal property and any costs of repair. In the event of a sale of goods as provided herein, it is agreed that the date of such sale shall constitute the date of termination of this Agreement.

11. **OWNER'S LIEN RIGHTS:** (a) Owner has a statutory lien upon all personal property located on the RV Lot for rent, labor, or other charges, present or future, in relation to the personal property and for expenses necessary for its preservation or expenses reasonably incurred in its sale or other disposition pursuant to the "Self Service Storage Act," Alabama Code (1975) as amended. Pursuant to said act, all articles stored under the terms of this rental agreement will be sold or otherwise disposed of if no payment has been received for a continuous 30-day period. Owner shall notify Patron that it has taken possession of the Patron's stored property and that the property is subject to sale if the rent and/or other charges are not paid within 30 days of continuous default. In the event that sale or disposal of Patron's property becomes necessary, Owner is authorized, in addition to other legal rights, including those referenced in the preceding section, to enter the RV Lot and take possession of or remove the personal property to other suitable space pending its sale or other disposition. Additionally, Patron hereby contractually grants Owner a lien in all goods stored in the RV Lot. (b) After 30 days of default, in full or part, Owner may sell Patron's stored property singly, in lots, or as a whole. After 30 days of default, in full or part, Patron will be liable to Owner to pay reasonable fees for the sale and disposition of the property and will be charged a sale publication fee of ~~\$150.00~~ and a sale fee of ~~\$500.00~~. These fees may be charged even if the sale is not physically conducted due to Patron reclaiming the property. Owner shall be allowed to bid on the property at the sale. Proceeds of the sale will be applied to the rent, fees and charges owed by Patron to Owner. If proceeds are insufficient to pay such rent, fees and charges, Owner may seek to enforce its right to recover the balance from Patron. In the event proceeds of the sale exceed the full amount of all rent, fees and charges owed by Patron to Owner, Patron will be notified at Patron's last known address and Owner will hold such excess funds for the benefit of other lien holders or the Patron for such period of time required under the "Self Service Storage Act," Alabama Code (1975). Prior to the sale, Patron may reclaim the property subject to the lien by paying, in cash or certified funds, the FULL AMOUNT of all rent, fees and charges owed to Owner and on the further condition that the Patron forthwith remove all such reclaimed property from the RV Lot and peaceably surrender possession of the RV Lot to Owner.

12. **ABANDONMENT OF PATRON'S PROPERTY:** Any property remaining on the RV Lot or on the Premises after Patron's default under the terms of this Agreement shall be deemed, in Owner's sole discretion, to have been abandoned, and may either be retained by Owner as its own property or sold as provided by law. If such property or any part thereof is sold, Owner may receive and retain the proceeds of such sale and apply the same, at its option, against the expenses of re-entry and sale, cost of moving and storage, any arrears of rent or charges and any damages which the Owner may be entitled hereunder or pursuant to law in the order Owner so chooses.

13. **WAIVER:** No waiver by Owner, its agents, representatives or employees, of any breach in performance of any covenant, condition or term contained herein shall constitute a waiver of any subsequent breach or fault.

14. **WAIVER OF EXEMPTION:** As to enforcement of this Agreement, Patron waives all right of exemptions, now or hereafter provided for under the Constitution and Laws of the State of Alabama or any other State.

15. **ADDITIONAL GROUND RULES: PLEASE TURN OFF THE WATER SUPPLY AT THE EXTERIOR SPIGOT ANY TIME YOU LEAVE THE PREMISES.**

16. **SEVERABILITY CLAUSE:** If any part of this Agreement is declared invalid, such decision shall not affect the validity of any remaining portion, which shall remain in force and effect. This Agreement shall be construed under and in accordance with the laws of the State of Alabama.

17. **SEVERE WEATHER:** Patron understands that the RV unit's water reserve should be in service at all times. When the temperature falls to 32 degrees Fahrenheit, we reserve the right to discontinue water service and it may remain discontinued until the temperature exceeds 32 degrees Fahrenheit. **DURING FREEZING WEATHER CONDITIONS WE URGE YOU TO DISCONNECT YOUR HOSE FROM THE SPIGOT AND DRAIN YOUR HOSE.**

18. **EXPENSES OF ENFORCING AGREEMENT:** Patron agrees to pay all cost, including reasonable attorney's fees, incurred by the Owner in collecting delinquent rent, fees or charges or enforcing any of the provisions of this Agreement.

19. **WAIVER OF TRIAL BY JURY:** Patron hereby waives the right to trial by jury of any claim or cause of action arising out of or relating in any way to this Agreement.

20. **ANTS:** Wikipedia defines Ants as Social Insects. The Owner bears no responsibility for Pesticide to control Ants.

CAUTION--IT IS IMPORTANT THAT YOU READ THIS CONTRACT BEFORE YOU SIGN IT.

PATRON'S SIGNATURE: _____ **DATE:** _____

SIGNATURE OF OWNER'S REPRESENTATIVE: _____ **DATE:** _____

***A 10% DOWN PAYMENT RESERVES THE LOT, AND MUST BE PAID BY MARCH 31, 2015**

***THE ENTIRE BALANCE MUST BE PAID IN FULL BY JULY 31, 2015**

Deposit Amount: _____ Date: _____ Balance Due: _____

Payment: _____ Date: _____ Balance Due: _____

Payment: _____ Date: _____ Balance Due: _____

Payment: _____ Date: _____ Balance Due: _____

Payment: _____ Date: _____ Balance Due: _____