

RENTAL AGREEMENT

(version 9.1.2021)

THIS RENTAL AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20__ by and between _____, ("Resident(s)") and Barefoot Landing Partners, LLC ("Owner").

This Agreement permits occupancy only by the Resident and the following additional persons (give full name):

Additional occupants may reside on the Premises only with the written consent of the Owner and must fill out an application for approval. **Unapproved occupants will be charged \$100 per week each until they are added to this Lease Agreement.** Guests shall be permitted, provided that the Resident notifies the Owner in writing of the names and lengths of visits of **any guest staying longer than fifteen days. In no event are guests permitted to stay more than 30 days each year unless approved.**

1. DESCRIPTION OF PREMISES

Owner, for and in consideration of the rents to be paid by Resident, does hereby agree to lease, and Resident takes and holds, as tenant of Owner, the following described home ("Premises") in **Barefoot Landing RV Resort** (the "Community"):

Street Address: _____

City/State/Zip: _____

2. TERM

The "Primary Term" of this Agreement will commence on the _____ day of _____, 20__ and will end at midnight on _____. Upon expiration of the Primary Term of this Agreement, all other terms and conditions of this Agreement shall remain in full force and effect and such tenancy shall be converted to a month-to-month tenancy.

3. RENT

a. Amount. Resident hereby agrees to pay \$_____ per month as rent ("base rent" which includes the items listed and checked below) and is reduced by \$_____ when payment is made on-time at the first of the month.

- Electricity [Included up to \$_____ and any overage will be billed]
- Trash service
- Water service
- Pet fee (plus \$_____ nonrefundable deposit)
- Lawn care
- Renter's Insurance [Required unless you purchase your own]

b. Pay Period. Resident intends to pay monthly weekly. (If payment is made weekly, then payment due each week is the monthly payment divided by 4.) Such rent shall be due and

payable, without notice, in advance, on or before the first (1st) day of each month after commencement of this Agreement until said tenancy is terminated. Prorated rent for the first month is \$_____. Thereafter, the monthly rent stated above will begin.

- c. Partial Payments. Monies received by Owner from Resident shall first be applied to discharge any past due amounts, including but not limited to, past due late charges, check bounce charges, key charges, security deposits due, and utility bills owed. After such past due amounts have been paid, the remainder of any monies received by Owner from Resident shall be applied to past due rent, then to current rent.
- d. Late Fees and Eviction. Late fees shall be 5% of the rent due for each pay period.

Monthly Payments: Rent is due on the 1st of each month and eviction for nonpayment may filed at any time after the first.

Weekly Payments: Rent is due each Friday and eviction for nonpayment may be filed the Monday following the Friday due date.

Owner will charge Resident a court appearance fee of 10% of the monthly rent given in Section 3 if eviction is filed and granted in court.

- e. Payment Type. **Rent is to be paid by money order (checks may be used after six months of on-time payments and by permission only).** Cash payments greater than \$35 are not accepted. **Payment shall be considered as made when received by Owner and not when deposited in the U.S. Mail.**
- f. Bounced Check Fee. Resident agrees to pay a collection charge of **\$25** for each dishonored bank check which Resident presents to Owner. In the event that one check submitted by Resident is returned for insufficient funds, Resident shall be required to pay by money order or cashier's check only.
- g. Rental Rate Adjustment. **Any time during or after the term of this Agreement, Owner may increase or decrease the rent provided for in this Agreement upon fourteen (14) days' prior written notice.**
- h. Where to Pay. Payments are to be made at the Owner's office (or other place designated by Owner) located at 188 Uptons Landing Road, Marion NC 28752 either in person or by mail.

4. SECURITY DEPOSIT

A security deposit in the amount of \$_____ shall be paid by Resident at the beginning of this Agreement. Within thirty (30) days following the termination of this Agreement, the balance of the security deposit shall be returned to Resident and/or a written accounting made listing the reasons for the retention of any portion of the security deposit. The security deposit may be used by Owner to pay for damage other than reasonable wear and tear to the Premises, lawn or its improvements or for damage other than reasonable wear and tear caused by Resident or Resident's agents or invitees to the streets and other common areas of Property. Owner may also use the security deposit as compensation for unpaid rent, utilities, late fees, other charges, cleanup costs, damages of any nature sustained because of breach by Resident of any of the terms of this Agreement, including the covenants and conditions to be kept and performed hereunder by Resident and for any other purpose permitted under applicable law.

After Resident vacates the leased premises, a final cleaning of the leased premises, furnishings and appliances, including, but not limited to, shampoo or steam cleaning of carpets, shall be performed by Owner or Owner's agents, if determined by Owner, in Owner's sole and absolute discretion, to be necessary to restore the leased premises to their pre-lease condition. **It is expressly understood, acknowledged and agreed that the cost of such final cleaning shall be deducted from Resident's Security Deposit.**

The security deposit shall be kept in a separate trust account at Alliance Bank and Trust in Kings Mountain, North Carolina.

5. USE

Resident agrees to the following restrictions and conditions of use of the Premises:

- a. Governmental and Private Regulations. Resident shall occupy and use the Premises in compliance with all federal, state, local and municipal orders, statutes, ordinances, rules and regulations and shall further comply with all reasonable rules and regulations of the Owner. **Any criminal activity conducted in the Premises or on the property will be grounds for immediate eviction.**
- b. Quiet Enjoyment. Resident shall not permit the playing of audio/visual appliances such as radio, television or musical instruments, or the making of any other sounds or noises at levels loud enough to be heard by residents on adjoining home sites and shall not become a nuisance or disturbance to any other persons.
- c. Pets. Pets are not allowed unless approved in writing by Owner. A nonrefundable pet deposit plus monthly fee will be charged for approved pets. Any unapproved pets found in the Premises will result in a charge of \$10 per pet per week until the pets are removed. **Bringing a pet into the Premises, unless granted written permission from Owner, will result in an immediate eviction.**
- d. Automobiles. Resident agrees that all vehicles, either owned by, leased to or in the custodial care of the Resident, shall be duly registered, licensed, insured and in an operable condition at all times. Resident further agrees that the vehicle(s) will be maintained in a neat and undamaged condition. Vehicles in excess of a ¾ ton designation are not allowed in the Community unless authorized in writing by Owner.
- e. Parking. Any vehicle that does not meet the conditions of the preceding paragraph will be deemed to be parked illegally on private property. Subject to local ordinances, these vehicles may be towed without notice. Owner shall not be held responsible for the disposition or damage to a towed vehicle. If any vehicle of Resident's is parked in another resident's space, this may result in the vehicle being towed. The terms and conditions of this paragraph shall also apply to non-motorized vehicles such as personal trailers, removable truck-mounted campers and bicycles, as well as objects and/or structures placed in parking spaces.
- f. Assignment or Sublet. Resident shall not sublet or assign any part of said Premises without the advanced written consent of Owner. The approved tenant is not permitted to sublease or allow any other person to occupy the premises except for occasional guests.
- g. Smoke Alarm. Owner has installed working smoke alarms as required by law. **Resident must not disconnect or intentionally damage any alarm or remove the battery without immediately replacing it with a working battery.** If Resident has reason to believe that any alarm is not operating properly in any manner, Resident agrees to notify immediately Owner in writing of the same.

6. MAINTENANCE

- a. Appearance. Resident must keep the Premises and home neat and orderly at all times. If Resident fails to keep lawn properly mowed, weeded and maintained (or pay another to do so) Owner may do so at Resident's expense.

- b. Trash. Resident shall not permit or allow any rubbish, waste materials and/or other items of disposable condition to accumulate upon the Premises. Resident shall not dispose of hazardous waste in trash receptacles or anywhere on Premises or in the Community.
- c. Utilities and Repairs. Owner shall not be liable for any damages for failure of utilities or services occasioned by lightning strikes, breakage of equipment, failure of source of supply, acts of God or by any acts or causes beyond the immediate control of the Owner.
- d. Planting and Digging. Because of utility lines located on the Premises, it is understood that Resident will not dig, or cause to be dug, any holes (such as for trees or shrubs) nor drive rods or poles into the ground, nor will the ground be rototilled, without the express permission of Owner. Resident shall be fully liable and responsible for any harm caused by violation of this condition of this Agreement.
- e. Reporting Malfunctions. If any system in or on the Premises, including, but not limited to, any furnace, heating system, electrical system or plumbing system, fails to operate or otherwise malfunctions, Resident shall promptly inform Owner of such failure or malfunction. Any damages that occur as a result of Resident's failure to promptly report any such malfunction or that occur as a result of the continued use of the malfunctioning system shall be the responsibility of Resident, and Resident shall be liable for the full cost of repairs.
- f. No Painting or Modifications. Resident shall not paint, repaint or make any other material modifications to the Premises without the prior written consent of Owner, which consent shall be at Owner's sole discretion. If any alterations, improvements or changes are made to or built on or around the Premises, with the exception of personal property that can be removed without damage to the Premises, they shall become the property of Owner and shall remain at the expiration of this Agreement.
- g. Maintenance and Repair. Resident will, at Resident's sole expense, keep and maintain the Home in good, clean and sanitary condition and repair during the term of this Agreement. Major maintenance and repair of the Home shall be the responsibility of the Owner to complete.

Resident shall always be responsible for the following at his sole expense: (a) All damage resulting from Resident's misuse, waste, or neglect, or that of his family, or visitor. (b) All broken windows. (c) Changing or cleaning of furnace/AC filters on a regular basis. If the furnace or AC unit malfunctions due to dirty filters or improper usage by Resident, Resident will be charged the actual cost of any required repair/service call.

Resident is to provide all needed insect and rodent extermination treatments at his own expense.

7. ENTRY, INSPECTIONS, AND LOCKS

Resident agrees that to the fullest extent allowed by law, at all reasonable times during the term of this Agreement, Owner or its agents may enter the Premises for purposes of inspection, cleaning, repairs, posting of notices or utility bills or, in the event of an emergency, to perform acts Owner deems necessary for the protection of the Premises or safety of persons. Except in an emergency situation, Owner shall give Resident reasonable notice of intent to enter. **For these purposes, twenty-four (24) hour notice shall be deemed reasonable. Resident shall not, without Owner's prior written consent, add, alter, change or re-key any locks to the Premises.** Owner may conduct monthly inspections to ensure proper home maintenance.

8. TERMINATION

- a. Early Termination Penalty. **If Resident terminates this Agreement prior to completion of the Primary Term for any reason, Resident agrees to pay a one-month penalty for early**

termination. This payment shall be for the month following the month in which Resident moves out.

- b. Termination of Month-to-Month Tenancy. Once the Primary Term has expired and the tenancy has converted to a month-to-month tenancy, Owner or Resident may terminate the month-to-month tenancy by providing the other with thirty (30) days' written notice of intent to terminate the tenancy. **Rent will not be prorated for partial months.**
- c. Termination for Cause or Default. Notwithstanding anything contained in this Agreement to the contrary, Resident agrees to abide strictly by all covenants and conditions herein made and any violation shall be construed as a material breach of this Agreement. In the event of such breach, this Agreement may be terminated by Owner.

9. **RETURN OF PREMISES**

Resident agrees to refrain from causing damage to the Premises and to return the Premises at the expiration or prior to termination of this Agreement in the same or better condition as when received, reasonable and ordinary wear excepted.

10. **NON-WAIVER**

Except to the extent that Owner may have otherwise agreed in writing, no waiver by Owner of any of its rights hereunder or any breach by Resident of any of the obligations, agreements or covenants hereunder shall be deemed to be a waiver of any subsequent right or breach of the same or any other covenants, agreements or obligations.

11. **ABANDONMENT**

Should Resident abandon the premises, or quit or vacate the leased premises voluntarily, Owner shall respond to such abandonment in a commercially reasonable manner and shall be held harmless from any damage suffered by Resident there from. Abandonment is defined as absence of the Resident from the Premises for at least 15 consecutive days without notice to Owner.

12. **INJUNCTION**

In addition to all other remedies provided in this Agreement, Owner shall be entitled to restrain by injunction the violation, or attempted or threatened violation, of any of the terms, covenants, conditions or provisions of this Agreement. Upon enforcement of this Agreement in a court of law, both Owner and Resident hereby waive their right to a trial by jury.

13. **ATTORNEYS' FEES**

To the extent allowed by applicable state law, attorneys' fees and all costs and reasonable expenses incurred by Owner by reason of a willful default by Resident, or in obtaining compliance with requirements of this Agreement, where Resident has willfully not complied, shall constitute additional sums to be paid by Resident, payable on demand. In the event of litigation or arbitration arising under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs of the litigation or arbitration, to the extent allowed by applicable state law.

14. **NOTICES**

Owner may give all required notices to Resident by personal delivery, by posting on the main entrance to the home or by depositing same in the U.S. Mail, addressed to Resident at the Premises, unless otherwise directed by law. Resident shall give all notices to Owner by personal delivery or by depositing the same in the U.S. Mail, addressed to Owner at **188 Uptons Landing Road, Marion NC 28752.**

15. **COMMUNITY RULES**

Resident acknowledges receipt of the Community Rules and Regulations and agrees to abide by them as conditions of this Agreement. Any future amendments to the Community Rules are expressly made a part of this Agreement. **Failure to comply with the Community Rules is considered a breach of contract and can be grounds for eviction.**

16. **LIABILITY**

Owner shall not be liable to Resident or Resident’s invitees, guests, family, employees, agents or other occupants of the Premises for any personal injuries or damage to property caused by defects, disrepair or faulty construction of the Premises, except as may be allowed by state law. Resident shall indemnify and hold the Owner, its employees, agents, and invitees harmless from and against any and all claims for damages to the Premises or other property or personal injury arising from Resident’s use or occupancy of the Premises or from any activity/work permitted by Resident in or about the Premises unless the same arise solely by Owner’s negligence or gross misconduct. Owner shall not be liable for personal injuries, property damage, or loss from theft, vandalism, fire, water, tornado, floods, rain, explosion, or other causes whatsoever unless the same is caused solely by Owner gross negligence.

17. **APPLICATION**

Resident represents to Owner that the application which has been completed and signed for consideration of residency at Community is true to the best of Resident’s knowledge and belief. Misrepresentation or false statements on the Application for Tenancy is grounds for termination of the Agreement.

18. **AMENDMENTS**

The terms of this Agreement may be amended by Owner upon fourteen (14) days prior written notice.

19. **SURVIVAL**

If any part of this Agreement is found by a court of competent jurisdiction to be void or unenforceable, the balance of this Agreement shall remain in force and effect.

20. **MERGER CLAUSE**

This Agreement constitutes the sole and entire agreement between the parties concerning the subject matter. No other representations, understandings, or agreements have been made or relied upon in the making of this agreement other than those specifically set forth. Except as otherwise expressly stated, this Agreement can only be modified in a writing signed by the parties.

21. **MISCELLANEOUS**

The undersigned Resident hereby acknowledges this Agreement may be executed in duplicate, he has received a copy thereof, he has read and understands this Agreement, and he understands this Agreement represents many, but not all, of the rules and regulations of Owner. All Residents are jointly and severally liable for all terms of this Agreement. This Agreement shall be governed by the laws of the State of North Carolina.

22. **OTHER**

IN WITNESS WHEREOF, the parties hereto have subscribed their signatures the day and year first above written.

RESIDENT(S):

Date: _____

Date: _____

OWNER:

(signed by designated representative)

Date: _____