

CAMPGROUND SITE RENTAL AGREEMENT

This rental agreement is made this ____ day of _____, 2008, between Kennedy Marina (Hancock County Parks & Recreation) Newell, WV 26050, the landlord, and _____, the tenant.

1. The landlord agrees to rent to the tenant camping site number _____.
2. The rental will be for the camping season May 1, 2008 to November 1, 2008.
3. The tenant agrees to pay the landlord rent for the season in the amount of \$ 1075.00, by May 1, 2008. (If a payment plan is approved the tenant agrees to abide by those terms.)
4. Options: Air Conditioner Daily (24 hours) \$4.00 Seasonal \$85.00
5. This lease extends to the person signing the lease and their immediate family. All others must pay the guest rate.
6. The tenant agrees to use the premises for camping only, and does certify that the site cannot be sublet, or used by anyone else, without prior permission from the landlord. Guests are permitted at the camp site only if the tenant (or an adult family member) is present.
7. The tenant agrees to read and comply with all the facility's rules and regulations as posted in the office and/or on the premises.
8. The tenant agrees that the management of Kennedy Marina reserves the right to relocate or reassign any tenant to a different campground site for any reason deemed necessary. The tenant reserves the right to refuse the relocated site, with the understanding that they will vacate the park within 48 hours, and be given a pro-rated refund of their seasonal camping fees.
9. Description of the unit to be placed on the rented site is as follows: make _____
size _____ year _____
10. The tenant agrees to carry his own liability and comprehensive insurance, and vehicle registration on his trailer/RV during the term of this rental agreement.
11. The tenant agrees that all animals must be registered and vaccinated. The office must have a copy of the Rabies Vaccination Certificate on file before the animal can be brought into the park.
Copy on file ____ Animal's name _____ Owner _____
12. The tenant accepts camping privileges with the understanding that he does hereby release Kennedy Marina, Hancock County Parks and Recreation, Hancock County Commissioners, and their officers and employees of all liability for loss or damage to property, or injury to his/her person arising from his/her use of the facility.
13. The tenant agrees that any improvements to the rented lot or premises are deemed to be fixtures, and will become the property of the landlord once the tenant vacates the rented lot. The tenant agrees also to return the campsite to the condition before any improvements were made.
14. **No firearms, fireworks, or other incendiary devices are permitted.** Anyone convicted of a crime occurring at Kennedy Marina agrees to vacate said park immediately and permanently. Any and all unused fees will be forfeited
15. This rental agreement contains the entire agreement between the landlord and the tenant. No other representation or inducement, verbal or written, has been made which is not contained in this agreement. This agreement is severable; if one portion is invalid, the remaining portion will remain in full force and effect. The laws of the State of West Virginia govern this agreement. It is agreed that any litigation will be heard in the courts of Hancock County, West Virginia.

date _____ tenant _____

date _____ landlord _____