

LOST VALLEY LAKE RESORTS
RV STORAGE RENTAL AGREEMENT - RULES AND REGULATIONS

The following regulations are necessary in order to have an attractive community and are intended for your comfort and welfare. Your cooperation is expected in following these rules and regulations to provide for the orderly occupancy, storage, and maintenance of the RV Storage Area and to continue to make Lost Valley Lake Resort an enjoyable place to recreate.

Application for storage in the RV Storage Area must be completed and approved by the Resort Manager prior to the arrival of the owner's recreational vehicle. All applicable paperwork must be completed every time the unit is placed in storage or removed from the premises. The Resort reserves the right to refuse admittance to anyone whose recreational vehicle is not acceptable in appearance and condition in the Resort's sole determination and discretion.

The RV Storage Area shall be used only for the storage of recreational vehicles and trailers (hereinafter sometimes referred to as a "unit") and shall not be used for dwelling purposes. No business or commercial activity may be conducted on the premises.

RENT

1. Month to Month Rentals. – Quarterly Billing – Late Fee. All rentals are on a month-to-month basis. Rent is due and payable in advance, on a quarterly billing basis, effective and pro-rated, where applicable; the day the space is reserved. Thereafter, rent remains payable in advance and billable on a quarterly basis on January 1st, April 1st, July 1st and October 1st of each year. Rent not received by 5:00 p.m. on the fifteenth day of the month in which the advance quarterly billing is submitted, is considered late and is subject to a late fee of Five Dollars (\$5.00) per month, for each month that rent is not paid, retroactive to the first day of such month. In addition, failure to pay in a timely manner may result in the termination of unit storage privileges and/or may affect your ability to make or keep reservations in the Resort.

2. Monthly Rent. Rent is presently assessed at the rate of \$40.00 per month and is subject to change. Such notice may be given by posting on the premises of the RV Storage Area and/or by mailing to owners at their address of record.

3. Early Bird Special. You may elect to pay for a full year of storage, payable in advance with the January 1st quarterly billing, and thereby to receive one-month free rental. If you so elect, your annual rental is calculated as eleven (11) calendar months multiplied by the current monthly rental rate. **Your account must be current to take advantage of this special.**

4. Temporary Storage. If space permits and at the Resort's sole determination and discretion, you may be allowed to store recreational vehicles on a temporary basis at the rate of \$2.00 per day, payable in advance on such terms as are acceptable to the Resort Manager.

5. Rent – Where Delivered. All rent must be delivered to the Reservations Office during the business hours of 9:00 a.m. and 5:00 p.m. Monday through Sunday. We also accept payments via credit or debit card by contacting 1-800-865-2100. After the fifteenth day of the month in which the advance quarterly billing is submitted, all balances due must be paid.

6. Returned Check Fee. All returned checks are subject to a Thirty Dollar (\$30.00) returned check fee plus late charges retroactive to the first day of the month and continuing through the date replaced. Returned checks and any additional fees must be replaced by cash or money order.

RECREATIONAL VEHICLES - UNITS

1. If requested and staff is available, upon arrival, the Resort Manager and Staff will assist in parking the recreational vehicles or trailers. Only qualified drivers or movers will be allowed to move units into or out of the storage area. The charge will be \$12.00 to park the unit. If after normal operating hours, 8:00 a.m. – 4:30 p.m., the spot charge will be \$75.00. **No spot on or spot off services of units will be available between sunset and sunrise.**

2. Only recreational vehicles or trailers, manufactured specifically for such purpose, are allowed in the RV Storage Area. Homemade units or conversions are NOT permitted...i.e. converted buses. In the Resort's sole determination and discretion, a limited number of boats may be permitted as long as the boat and/or trailers are in operating condition and can be transported on a moment's notice. **A copy of the title for each unit being stored is required and will be filed with this agreement.**

3. All units in storage are to be maintained in towable condition at all times. This means tires should be aired up, the lights should operate, and the brakes should be in good working order, as required. Owners having units in storage that are not readily movable will receive a notice and will be given a reasonable amount of time to remove their unit from storage, to make necessary repairs, or to contract for said repairs to be completed within thirty (30) days from the date the notice is mailed.

4. Units not brought into compliance within thirty (30) days from the date the notice is mailed will incur double the rental rate, effective on the thirty-first (31st) day after the notice, if they remain in the derelict condition. The Resort Board of Directors and/or the Resort Manager reserve the right to remove and place elsewhere, in alternative unsecured holding areas, any unit not in compliance with these rules and regulations. In the case of the Executive ownerships, when the owner is not charged for camper storage, the owner(s) will receive a \$40.00 per month penalty until necessary repairs are made or required compliance is obtained. If after three (3) months, the unit is still not repaired; the owner(s) will be charged the average of customary commercial storage rates of the like kind, per month, until the unit is removed from the RV Storage Area. The violation, if deemed flagrant in the Resort's sole determination and discretion, will result in loss of storage privileges and Resort Usage as set by the Board of Directors.

5. The Resort Board of Directors, the Resort Manager and/or Staff may spot RV units in the storage area as necessary to provide the maximum utilization of the storage area and to alleviate disruption of orderly operation. Units, when in storage, are parked for operations efficiency and thus it is not guaranteed that immediate accessibility will be available at all times. If an owner requests their unit to be moved to gain access to their interior, it will be considered a spot on and off. The charges will be one-half (½) of the amount of a spot on and off, presently \$12.00.

6. Any recreational vehicle, camper, trailer, boat, or other type of unit parked in the RV Storage Area for a period in excess of one (1) year, without being placed on a site or removed from the Resort for a period of ten (10) days or more, will be declared a derelict unit regardless of operating condition. Notice of such declaration shall be mailed or otherwise delivered to the owner(s). The owner(s) will thus be required to find long-term storage for the unit, elsewhere, and to move the unit off the premises. If the owner thereafter fails to move the unit off the premises within thirty (30) days of such notice, the unit will be deemed abandoned and the Resort may take any and all necessary steps to have the unit removed from the premises, without judicial process and without any resulting liability whatsoever to the owner(s); and in such case, the owner(s) shall be responsible for any and all attorney's fees, cost or expenses associated with such removal.

7. The stated purpose of the RV Storage Area is and will remain a storage place for units used regularly for their designed recreational purpose either here on the Resort or off the premises.

8. Each owner may store one (1) unit or other permitted item in storage on a space available base. If it is deemed necessary, the Resort may require any owner with more than one (1) unit or item in storage to remove any such additional item(s) and to reduce that number to one (1) unit. All units in storage, whether they be RVs, motor homes, boats or other permitted items, will pay the present rental rate of \$40.00 per month. In the case of an Executive owner, any storage above and beyond one (1) unit will incur the same rate of \$40.00 per month; thus, only one (1) unit will be allowed under free storage entitlement of an Executive owner.

9. All owners are required to maintain adequate insurance, as they deem necessary to protect their private property, whether stored in the RV Storage Area or used on the Resort. **Owners hereby acknowledge and agree that, as part of the rules and regulations of this storage agreement, neither Lost Valley Lake Resort, nor Mid-America Resorts, is liable for any damage, injury or loss to their privately-owned units or other permitted items, regardless of circumstances, while such property is on the premises of the Resort.**

10. Owners hereby acknowledge and agree that while they are engaged in the hook up, pulling, or parking of his or her unit or other permitted items, they shall and do assume the risk and liability for any damage, injury or loss to their person, to third persons, to their property, to the property of third persons and/or to the property of the Resort, while under their control and supervision.

11. The unit of any owner who is delinquent in the payment of storage or which has been determined to be delinquent for any other reasons set forth above will, as aforesaid, be subject to sale as an abandoned vehicle under the laws of the State of Missouri. A notice of the intent to sell the unit will be mailed to the last known address of the owner thirty (30) days prior to the sale of the unit as an abandoned unit. Failure of the owner to receive the mailing of the notice will not deprive the Resort of its authority to sell the unit for reasons set forth above.

12. The Resort name may not be used in advertising your recreational vehicle or unit for sale. One for sale sign may be posted on the unit while in storage. The sign may be displayed on the Unit or in the window of the unit stating the name, address, and telephone number of the Owner of the Unit. The sign may be no larger than twelve inches wide and eighteen inches long. The for-sale sign must be removed when the unit is removed from storage. One for sale sign may be posted only on the Service Center bulletin board and limited only to units that are stored in the RV storage area.

PENALTIES UPON DEFAULT

1. If an owner should default in the performance of any rule or regulation as set forth herein or in payment of rental, and if such default is not cured within five (5) days after written notice thereof, the Resort may terminate the rental and require the owner to remove the recreational vehicle(s) from the premises.

2. In the event that the Resort is required to retain an attorney to enforce any of the terms or conditions of these rules and regulations, including, but not limited to, collection of rents and/or recovery of premises, the owner agrees to pay such reasonable attorney's fees and other costs or expenses incurred by the Resort in connection therewith.

EFFECTIVE DATE

The effective date of these Rules and Regulations shall be January 1, 2012 and they shall remain in full force and effect, until otherwise altered or amended by the Resort.

IN WITNESS WHEREOF, the parties hereto have executed the Rules and Regulations, on the _____ day of _____, 20_____.

Owner's Name (Print)

Owner's Signature

Witness (LVL Employee)

Owner # _____ Executive Charter General Wilderness

Address _____

Home Phone: _____

Cell Phone: _____

E-mail _____

Description of items to be stored at Lost Valley Lake Resort Club, Inc.:

Make _____

Model _____

Color _____

Size _____

License # _____

VIN# _____

Circle one – Pop up 5th Wheel Trailer Motor Home Boat

Total number of units in storage _____

I have received a copy of Lost Valley Lake Resort's RV Storage Rental Agreement – Rules and Regulations and have included a copy of my title(s). _____ (Owner's Initials)