

GRIDER HILL MARINA & RESORT
115 Grider Hill Lodge Rd.
Albany, Kentucky 42602
(606) 387-5501
www.griderhilldock.com

SEASONAL RV SITE RENTAL AGREEMENT

St. Thomas Glen Resorts, LLC, dba Grider Hill Marina, hereinafter "GHM" does hereby rent to the undersigned, hereinafter "Owner", the space designated as _____ ("Space") for the placement of a Recreational Vehicle (RV"), subject the terms and conditions as hereinafter stated:

1. The term of this agreement shall be seasonal, from April 1 to November 1, 2010 for the sum of \$1,600, payable in advance. No refund shall be given under any circumstances. Electric service is metered and billed to Owner, plus a maintenance fee of \$1.50 per month. If the Owner uses less than 100 kwh electricity per month then GHM may charge \$5.00 per month minimal usage fee.
2. The parties hereby acknowledge and agree that the Space provided herein is for the sole use of a Recreational Vehicle and said Vehicle is not the primary residence of the Owner.
3. Owner shall maintain the Space and the RV thereon in a clean and uncluttered condition. The RV occupying the Space shall be kept in a neat, clean and repaired condition at all times. No boat, watercraft, boat trailer or other such additional items shall be parked or stored in or on the Space at anytime.
4. It is mutually agreed that GHM shall not be liable for the safe keeping or condition of the RV or any equipment appurtenant thereto and Owner must carry his or her own insurance thereon. GHM shall not be liable for any damage or loss to or of the RV, equipment or any property whatsoever from any cause whatsoever, or for injury to the Owner(s), guest(s) or invitee(s) or any other persons. Owner, his or her heirs or assigns, hereby agree to indemnify and hold harmless GHM from any and all claims, liability or damages for property or personal injury, loss of life to themselves, family, employees, invitees, guests, agents, or any other persons whatsoever, or property damage or property loss howsoever caused.
5. Owner shall abide by all Rules and Regulations of GHM, including, but not limited to, the specific Rules and Regulations governing the Campground, the General Harbor Rules, including those rules attached hereto as Exhibit "A".
6. In the event of a breach of this Agreement, or a violation of any of the Rules and Regulations of GHM, including, but not limited to, the specific Rules and Regulations governing the Campground, GHM may terminate this Agreement upon written notice to the Owner at the address stated below, and Owner shall promptly pay all sums due GHM and remove the RV from the premises. A failure to remove the RV from the premises promptly of the written notice of termination of this Agreement, shall constitute an abandonment of the RV. GHM shall then have a lien against the RV for any sums owing GHM, and may sell or otherwise dispose of the property.
7. **Owner hereby grants GHM a security interest in and GHM shall have a lien against the described RV, including but not limited to the appurtenances and contents, to secure all amounts owed to GHM under this Agreement, any and all other sums owed by Owner to GHM, including, without limitation, for unpaid sums due for use of GHMs' facilities, purchase of goods, electrical or other services, or for damage caused or contributed to by the described RV or by Owner, his guests or invitees, to any property of Marina or any other person. Marina may exercise any remedy set forth in this Agreement and as otherwise available under the Uniform Commercial Code or applicable law, including taking possession of the RV and the sale of the RV and its contents, without further notice of Owner.**

Credit is extended only as courtesy and may be withdrawn at any time. The owner agrees to pay on or before the tenth of each month for all items authorized to be charged to his account, and

agrees to pay a service charge of 1.5% per month on all accounts (18% annual percentage rate) on any slip rental charge, marina charge, electrical or other charge that remains outstanding on the 10th of each month. GHM shall, at its sole option, extend credit for payments due under this contract and for purchases from GHM facilities only to an owner who have registered a valid Visa, MasterCard, Discover or American Express credit card with GHM's Office. By registering a credit card at the Office, the owner consents to the placement on that credit card of any charges made on Owner's account, any payments due under this contract and any other debt of Owner owing to GHM.

8. Owner's liability insurance, registration and information required. The Owner shall be required to carry personal injury and property damage liability insurance in an amount sufficient to cover any and all damages caused by the described RV, Owner or Owner's guests or invitees. Owner shall provide Marina office with proof of such insurance, a copy of a valid registration for the described RV and a valid mailing address and phone number of Owner. Owner shall notify Marina of any change in address or phone number.
9. Waiver of any one condition by the Marina shall NOT be deemed to be a continuing waiver.
10. All persons causing injury or damage to other persons, docks, boats, property or other mobile homes shall be liable therefore, and violations of Campground rules, harbor rules, disorder, or indecorous conduct by an Owner, his crew or guests that might injure a person, cause damage to property, or harm the reputation of the Marina, is cause for immediate removal of the RV in question from the premises. Children and pets must be controlled to insure the peace and privacy of other guests and tenants.

MARINA:
GRIDER HILL MARINA
115 Grider Hill Lodge Rd.
Albany, KY 42602

RV Home Owner:
[OWNER'S SIGNATURE]

BY _____

Owner's Printed Name

ITS: _____

Owner's Signature

Date: _____

Date: _____

Address: _____

Phone: _____

E mail: _____

Site # _____

License # _____

Description of RV: _____

EXHIBIT "A"

CAMPGROUND RULES & REGULATIONS

1. No permanent or semi permanent additions of any kind are allowed, including patios and decks.
2. Your service vendors doing repair or maintenance for you must have Liability Insurance in the amount of one Million dollars (\$1,000,000.00), and proof thereof must be filed with GHM office. All such vendors must register at the GHM Office prior to entering the property. Each visit requires registration.
3. Garbage is picked up daily in the AM, and must be in tied garbage bags, suspended from the t-steel post at the RV Space. DO NOT place garbage outside in the evening.
4. No campfires are permitted in or on the Space at anytime.
5. All RV's and equipment must be mobile at all times.
6. No commercial business of any kind whatsoever is permitted at anytime, including but not limited to the rental of the vehicle to third parties.
7. Pets must be kept leashed at all times, may not cause any disturbance and be harmless.
8. Noise shall be kept at a minimum at all times. General quiet is required after 12:00 midnight, CST.

GENERAL HARBOR RULES

ADDITIONS OR ALTERATIONS of a slip or walkway are expressly prohibited unless approved in writing by the Marina. In the event Marina approves an addition or alteration, said addition becomes the property of the Marina upon installation. All unauthorized additions or alterations will be removed with the Owner being assessed for the removal.

When a boat enters the harbor, it immediately comes under the general jurisdiction of the management. Any condition aboard any boat, which, in the opinion of management, constitutes a fire hazard or a health menace or a danger to public safety, must be corrected immediately by the owner. Refuse, oil or combustible liquid must be deposited in receptacles for that purpose.

All vessels shall be properly maintained and kept in a clean and orderly condition insofar as the exterior appearance thereof is concerned. No laundering or drying of laundry, including swim suits and towels, is permitted on any deck or rigging of any vessel or on the common areas. In the event that the condition of a vessel is such that there is an immediate danger to the public safety, navigation or the environment, the Marina may correct said condition by removing the vessel by any means the Marina deems appropriate. The Owner shall be responsible for all costs associated with said corrections. Owner must maintain his vessel in a state of readiness for movement in case of fire or evacuation.

Advertising or soliciting is not permitted on any boat within the Marina. Owner may conduct no business or commercial enterprises within the Marina area

The wake of all boats operated within the harbor limits must not cause damage or discomfort to berthed boats and their occupants. Owner must obey the No Wake Zone at all times.

All boats docked in the harbor shall observe and comply with all health, safety and sanitary regulations governing the waterways, as well as all other applicable federal, state and local laws and regulations.

Fresh water is available on the piers during the mild weather months only. Where applicable, the electric is due within 10 days of billing, billing times at the discretion of the Marina.

Owner must maintain his mooring lines.

Restrictions: (a) Subleasing of slips, or leasing, renting or chartering of boats is not allowed except with written prior approval from the Marina. (b) The Marina may reassign, for any reason and in its discretion, the slip assigned to the Owner, to a slip of equal or greater size, if the Marina requests, Owner shall move Owner's boat to a new assigned slip. (c) BOATS OFFERED FOR SALE within the Marina lease area must be registered with the Marina's broker. Those Owners choosing not to list with the Marina's broker of record are prohibited from displaying signage promoting the sale of said boat. Solicitation of customers is also prohibited with the Marina lease area. Owners choosing not to list with the Marina's broker of record may advertise the sale of their vessel in print or other media not located within the Marina lease area. Prospective buyers responding to Owner of other broker promotion and seeking access to the boat must be accompanied personally by Owner and may not be accompanied by a broker or other representative. Agents, brokers or like associations are prohibited to operate within the Marina lease area unless prior written approval is granted by the Marina. The rules set forth in this section apply to the promotion and sale of boats, additions and accessories and include merchandise and or services. (d) Owner agrees to place, in areas on the boat acceptable to the Marina and that are visible from the header pier, boat identification stickers (e.g. Stickers with Marina boat identification numbers) provided by the Marina. The purpose of such stickers is to permit the Marina to determine if boats are moored in their proper slips. Upon receipt of this signed Agreement, boat identification stickers will be mailed to the Owner. (e) Advertising or soliciting is not permitted on any boat within the marina. Likewise, the Marina lease area shall never be used by Owner for taking in or discharging persons for hire, rental of boats or for public or freight carrying of any kind.

Transfer of boats between slips or from one slip space to another is prohibited, unless approved by management. A transfer fee of \$100.00 shall be charged, and is due and payable before the transfer.

Refuse shall not be thrown overboard. Trash shall be deposited in containers for that purpose. No person shall pour oil, paint, spirits, flammable liquid or pump oily bilges in harbor areas.

Noise shall be kept to a minimum at all times. Patrons shall use discretion in operating engines, generators, radios and television sets, so as not to create a nuisance or disturbance. After the hour of 12:00 midnight, CST, a state of general quiet shall prevail.

Pets are permitted only if they are enclosed or leashed and do not disturb other tenants. They shall be toileted on the adjacent land area to the Marina.

Slip Lessees or others shall not store dinghies, refrigerators, freezers, air conditioners, accessories or debris on fingers or main walkways.

Slip lessees or others may not store flammable items in lockers or storage areas. Any locker or storage area must remain open for fire marshal and safety inspections. Should Lessor or others elect to lock the locker under his/her control, a key must be provided to the Marina Office.

The use of motorized vehicles, including golf carts, motor scooters and bicycles and air rifles is not permitted on Marina docks and ramps.

Subleasing of slips, transfer of boats between slips, or from one slip to another slip, shall not be allowed, except upon prior approval of the Marina. Owner agrees that in case of emergency or maintenance work on the space, Marina may move the boat from the particular space rented to any other mooring place, and releases Marina for any liability for loss or damages.

Owners checking out of the Marina shall report to the Marina Office and settle their account prior to leaving. All personal property must be removed from docks and lockers when moorage rental is terminated.

No open flame (i.e. grills, torches, etc.) shall be permitted on any walkways, slips, docks or in or near any storage area, nor on the decks of any boat moored in a covered dock space. Fireworks are not permitted.

Gasoline or motor boat fuel is not permitted to be carried onto docks from shore.

Maximum vehicle speed limit on all roads and parking areas is 10 MPH. Marina reserves the right to limit and govern parking space in Marina parking areas.