

**Harkers Island RV Resort, Inc.**  
288 Guthrie Drive  
Harkers Island, NC 28531  
Ph: 252-725-0820 or info@harkersislandrvresort.com

**RENTAL AGREEMENT**

Date: \_\_\_\_\_

Lessor: Harkers Island RV Resort, Inc.

Lessee: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

HomePh: \_\_\_\_\_ WorkPh: \_\_\_\_\_

Email: \_\_\_\_\_ CellPh: \_\_\_\_\_

This is an agreement to rent space (and no bailment is created thereby) on which is to be placed entirely at the Lessee's own risk and expense the following:

Travel Trailer     5th Wheel Trailer     Motor Home     Pop-Up Trailer     Park Model

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

Serial Number: \_\_\_\_\_ State: \_\_\_\_\_

1. Lessee agrees to rent Space Number \_\_\_\_\_
  - a. For a period of one (1) year starting February 1, 20\_\_ and terminating January 31, 20\_\_ at a rate of \$\_\_\_\_\_ per year payable in advance.
  - b. For a period starting \_\_\_\_\_ and terminating \_\_\_\_\_ at a rate of \$\_\_\_\_\_ per month payable in advance.
  - c. Installment Plan: Two (2) installment payments may be made in the amount of \$\_\_\_\_\_ with the first payment being due February 1, 201\_\_ and the second payment being due July 1, 20\_\_\_. Each payment will require a \$100 carrying fee. A late fee of \$100.00 will be added to any payment fifteen (15) days past due. Failure to make payments on time will cause the total amount of rent to come due immediately. Balances on account will be charged interest at a rate of one and one-half percent (1.5%) per month.
2. No lease transfers may be made without prior approval of management. Additional charges will be applied for approved lease transfers. **Waterfront sites have a \$2500.00, and interior lots \$1500.00 transfer fee \_\_\_\_\_(Initial)** Lessee agrees that the space cannot be sublet and the Lessee cannot rent the unit placed on this site. All sales of units within the part must be approved by management. No camper can be set up or sold on site without management approval.
3. Annual Lessees must arrange for electrical service through Carteret-Craven Electric Cooperative, 1300 Hwy 24 W, Newport, NC 28570, 252-247-3107 or 1-800-682-2217.
4. Pets are allowed in accordance with established pet policy.

5. Lessee agrees to carry their own liability and comprehensive insurance to protect against theft, pilferage, fire, windstorm, water damage, hail and vandalism. As renters of space, the Lessor **CANNOT AND WILL NOT BE RESPONSIBLE** for loss of any kind and it is mutually understood that the Lessee hereby releases the Lessor from any and all liability.
6. Insurance: Lessee shall carry an "ALL RISK" policy of insurance on the RV and personal property, including golf carts, to protect against theft, pilferage, fire, electric, windstorm, water damage, hail, any acts of God, nature and vandalism. It is expressly understood and agreed between the parties hereto that the agreement is simply for the lease of space and does not constitute a bailment or any nature whatsoever, and consequently, Harkers Island RV Resort, Inc., shall not in any way be responsible for any loss or damage to any property of Lessee and Lessee hereby releases Harkers Island RV Resort, Inc. from any and all liability. Harkers Island RV Resort, Inc. needs to have on file a valid copy of Proof of Insurance.
7. Lessee hereby releases Harkers Island RV Resort, Inc., its officers and employees of all liability for injury to any person arising out of their use of its facilities and agrees to indemnify Harkers Island RV Resort, Inc., its officers and employees against claims resulting in injury to any person or any member of the family or guest of the Lessee arising out of the use of its facilities.
8. Lessee's unit must be registered, titled and licensed for road use at all times, except park models.
9. Lessee agrees to give Harkers Island RV Resort, Inc. 30 days' notice prior to lease expiring if they plan not to renew. A ten (10) day notice is required before moving any units on or off leased lot.
10. Rent and other charges or fees must be paid in full before removal of Lessee's property.
11. Property can only be moved in or out during posted office hours and arranged for in advance.
12. Lessee agrees to abide by any and all rules and regulations that are adopted or may be adopted in the future and that said rules and regulations are hereby incorporated in this agreement by reference.
13. Harkers Island RV Resort, Inc. is not responsible for any damage to Lessee's unit or contents for ANY reason.
14. Lessee acknowledges that the Lessor is hereby given a lien upon the property described above to secure any and all site rental fees acquired during the term of this agreement. Any item left on the premises ten (10) days beyond the expiration date of this agreement shall be offered for public sale to cover site rental charges. All items will be placed in storage on premises and charged \$10.00 per day after ten (10) days following the expiration of this agreement.
15. DEFAULT: In the event Lessee defaults in the payment of rent, electric, cable or on-site storage as herein agreed, or fails to observe any of the covenants and agreements set forth herein, or fails to observe any of the rules and regulations now or hereafter established, it shall be the right of Lessor any time thereafter, at the Lessor's option, without notice, to declare the lease term ended and to re-enter the premises, either with or without process of law, expense, using such force as may be necessary to do so, and to repossess and enjoy the premise as before this for breach of contract by Lessee, Lessee expressly waiving all rights to any notice or demands under any statute of this state relating to forcible entry or detainer. Lessee further agrees that Lessor shall have, at all times, the right to detain for rent due, and shall have a valid first lien on all property of Lessee, whether exempt by law or not, as security for the payment of the rent reserved herein.
16. SUIT AND ATTORNEY FEES: It is expressly agreed by the Parties hereto that after the service of notice, or the commencement of a suit, or after final judgment for possession of the premises, Lessor may receive and collect any rent due, and the payment of such rent shall not waive or affect such notice, suit or judgment. Lessee further agrees to pay and discharge all reasonable costs, including attorney fees and expenses that shall be made or incurred by Lessor in enforcing this lease.

Lessee's Insurance Company \_\_\_\_\_

Ph: \_\_\_\_\_

In Case of Emergency Notify: \_\_\_\_\_

I have read the above site Rental Agreement. I understand and agree to the terms and conditions set forth herein. I have received a copy. This lease is severable if one portion is invalid, the remaining portion shall nevertheless remain in full force and effect.

Lessee's signature: \_\_\_\_\_

Received \$ \_\_\_\_\_ by: \_\_\_\_\_

# Harkers Island RV Resort, Inc.

288 Guthrie Drive Harkers Island, NC 28531  
252-725-0820

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## Rules and Regulations Concerning Campground Residents

1. Posted speed limits must be observed throughout the park.
2. Quiet hours must be observed from 11pm to 7 am in your RV as well as in the park. \_\_\_\_\_(Initial)
3. Only boats owned by registered campers are allowed to be launched at the boat ramp. Boats are not to be left on site. All boats are to be put in storage upon departure or removed from the park.
4. All storage buildings, decks, enclosures must be constructed in accordance with park policy. No construction of any kind will be allowed without management's prior approval and receipt of proper permits. Do not do any digging before checking with Management due to underground utilities.
5. Please keep your campsite as clean & neat as possible, and put cigarette butts in a disposal container not on the ground. Garbage disposal is provided in the dumpster on site.
6. Upon departure no items or structures other than picnic tables are to be left out. Examples are chairs, fish nets, and clothesline.
7. Only PVC or comparable pipe is to be used for sewer hook-ups.
8. Parking limited to your lot only. Limit 2 vehicles per lot.
9. No three or four wheelers or go-carts allowed. Golf carts are allowed with purchase of a 50.00 golf cart pass and proof of insurance. Passes will not be issued without proof of insurance.
10. All motorized vehicles including golf carts must be operated by LICENSED DRIVERS ONLY. \_\_\_\_\_
11. Swim at your own risk in the pool. There are no lifeguards. Please use the buddy system to insure your safety and safety of your children. Abide by all the posted rules. Pool is open Memorial Day through Labor Day Weekend. \_\_\_\_\_(Initial)
12. No noxious or offensive activity will be allowed. Boisterous or noisy behavior or profanity will not be tolerated. This is a FAMILY Friendly resort. \_\_\_\_\_(Initial)
13. No refunds on rents or fees, and NO SUBLETTING of Campers.
14. All pets MUST be approved by management & must be kept on a leash. For the comfort of all, you MUST clean up behind your pet.
15. Fires are permitted in well protected grills raised off the ground. Fireworks are not allowed.
16. Parents are responsible for the safety and actions of their children.
17. We are not liable for theft or injuries occurring during your stay nor are we responsible for any losses to any RV or its contents due to power failure.
18. No washing of dishes or cooking utensils in bath house, no indoor or outdoor carpet on grass.
19. Washers and dryers are prohibited.
20. This is a recreational campground. No permanent living is allowed. Please do not use this as your permanent address.
21. All RVs must be newer than a 2009 model.

**I HAVE READ AND AGREE TO COMPLY WITH THE ABOVE RULES & REGULATIONS**

Name \_\_\_\_\_ Date \_\_\_\_\_