

**CITRUS PARK SEASONAL OCCUPANCY
RENTAL AGREEMENT
2017/2018**

SITE # _____

PLEASE **PRINT** ALL NAMES OF RESIDENTS AND **NORTHERN** ADDRESSES:

1. _____ 2. _____

EMAIL ADDRESS: _____

CITRUS PARK TELE# _____ ALTERNATE TELE# _____

PLEASE **PRINT** DESCRIPTION OF RECREATIONAL VEHICLE: (Include year, manufacturer, model, and color.)

PROVIDE YOUR UNIT'S LICENSE NUMBER **OR** REGISTRATION NUMBER (sticker from the Lee County Tax Office)

EMERGENCY NAME & CONTACT # _____

IS YOUR UNIT TIED DOWN AND SKIRTED? Yes No

DO YOU OWN A PET? No Yes (If yes you must attach a copy of the **current** vaccination certificate to this agreement!)

***Would you like to be listed with your name, contact information and your Citrus Park address in our Community Directory? Yes No

RESERVATION FEE: A reservation fee of \$1,500.00 shall accompany this rental agreement and shall be used for the purpose of reserving a site for next season (Beginning November 1, 2017).

RULES AND REGULATIONS: By Resident's/Owner's signature below, Resident acknowledges receipt of the Citrus Park Rules and Regulations, Rental Rate Sheet and furthermore acknowledges that they are being **incorporated** into this agreement.

THIS RENTAL AGREEMENT is made this _____ day of _____ 2017 between CITRUS PARK TROST INTERNATIONAL, INC., a Florida corporation ("Citrus Park"), and (Name of all residents/owners, who must all sign below;

Sign (Resident 1) _____, **Sign (Resident 2)** _____

hereinafter referred to as the "Resident" for **Site** _____. IN NO EVENT SHALL THE RESIDENT HAVE THE RIGHT TO SUBLEASE THIS RENTAL/LICENSE AGREEMENT, NOR TO PROMISE ANY PROSPECTIVE BUYER OF THEIR UNIT OCCUPANCY WITHIN CITRUS PARK, WITHOUT CITRUS PARK'S PRIOR SPECIFIC WRITTEN APPROVAL.

Citrus Park hereby rents to Resident/Owner, and Resident/Owner hereby rents from Citrus Park, the site indicated above in Citrus Park R.V. Resort, Bonita Springs, Florida, for a term of six (6) months, beginning November 1, 2017, through and including May 1, 2018 (the season) for the rental of Three Thousand Three Hundred Fifteen (\$3,315.00) Dollars. **All such rental monies shall be paid in full on or before October 1st, 2017.** Rent **not** paid within five (5) days of due date shall be subject to a late charge of **1.5%** of the amount owed per month. Payment checks that are returned by the bank for non-deposit (example: non-sufficient funds) will be subject to a \$50.00 administration fee.

The Resident/Owner may cancel this agreement and receive \$1,300.00 from their \$1,500.00 deposit back, so long as Citrus Park receives a cancellation notice, the unit is removed and the site is returned to its original state prior to tenants occupancy, no later than **October 1st, 2017.** If the cancellation is not received by such date, the resident will be held liable for the remainder of the rental balance (\$1,815.00). In other words, after October 1, 2017 your reservation is final and **non-refundable!**

Your unit is not a time share! Citrus Park considers anyone not signing on this contract as a renter. This includes family and friends occupying this unit when the resident is **NOT** present and/or residing in unit. **Please note,** being on the RV's title does not qualify you as a Resident, it simply provides you ownership rights to the RV and not residency rights. This agreement **ONLY** allows for 2 authorized approved resident signatures. **A resident owner must have proof of ownership rights i.e. a registration or a legal title.** Citrus Park rates are based on **double occupancy (2),** each additional person must be registered by Resident/Owner at the Administration Office and pay **\$5.00 per day, per guest.**

ARE YOU PLANNING TO PERMIT A RENTER TO USE YOUR UNIT? YES NO

IMPORTANT: If you marked yes above, an additional \$500.00 will be due at contract signing. This renter fee is a one-time fee for the season and is due **PRIOR** to guest occupancy. Failure to pay fee or obtain the prior written consent before occupancy shall cause renter registration to increase to \$650.00. Furthermore, your Renter must fill out and receive approval based on a Tenant Credit and Criminal Background check. See incorporated "Written Consent to Permit Renters". Resident understands that the above said unit may only be rented to another party for a period not exceeding three (3) months. The rental may **only** take place between November 1st and May 1st. In order to assure Citrus Park that the unit is not held solely for rental purposes the resident (homeowner) must **validate** that they occupied their unit for at least 3 months during season (November 1, 2017 – May 1, 2018).

A recreational vehicle site is for temporary, not permanent occupancy, of a recreational vehicle by its owners. **Residents must leave the site and may not occupy their unit year-round.** Any Resident/Owner who occupies a recreational vehicle on the site, either prior to November 1st or after May 1st shall cause the Resident/Owner to be charged a **\$10.00** per day fee. So long as the Resident/Owner has timely paid for the next rental term, has executed a new contract, paid the reservation fee for the following season, and has not occupied the premises outside of the term dates shown above, Citrus Park may permit the recreational vehicle to remain on the site as long as it meets county tie down regulations and park standards. **Citrus Park is merely permitting the recreational vehicle to stay on the site as a courtesy until the next season.** Citrus Park may **(1)** ask for the unit's immediate removal or **(2)** cause the unit to be moved to another location for storage purposes, both at the expense of the Resident/Owner, should any of the following conditions occur: **1)** Resident/Owner has failed to timely pay all of the rent when due; **2)** Owner has failed to comply with the park rules or regulations; **3)** Where the unit remains at the site past May 1st and either **(a)** a reservation fee has not been paid; **(b)** the contract for the next season has not been executed and returned; or **(c)** a cancellation notice has been received and the unit has not been removed by October 1, 2017.

The Resident/Owner understands Florida law allows Citrus Park to remain in possession of the unit until all unpaid rent, fees or expenses incurred have been paid. Citrus Park shall have a lien upon the unit for the storage costs and any unpaid rent, fees, or expenses incurred related to the unit, regardless whether it must be removed and stored by Citrus Park. If the Resident/Owner has not paid in full the rent, fees, or expenses incurred within the time contained in a notice sent to him at the above-described address, then Citrus Park may exercise its rights under Florida law and sell the unit for all monies due to Citrus Park.

Resident/Owner shall observe and comply with the rules and regulations of Citrus Park, as now exist, as may be amended, or as hereafter may be prescribed by Citrus Park. Resident/Owner acknowledges that violation of the rules and regulations of Citrus Park are grounds for termination of this agreement and the unit's immediate removal. Citrus Park shall only furnish water, sewer and trash collection services. All other utilities shall be the responsibility of the Resident/Owner. Resident/Owner shall secure in its own name and pay for such utilities including but not limited to all charges for gas, electricity; and, when applicable, cable and telephone service. In no event shall the Resident/Owner have the lawful ability to cause a lien or encumbrance to be placed upon Citrus Park or the land.

The mowing of your site is the responsibility of Citrus Park **however; the trimming and plantings around your unit are your responsibility.** For this reason if your unit is tied down and remains on property please state the NAME, ADDRESS AND TELEPHONE NUMBER OF THE PERSON OR COMPANY THAT WILL BE MAINTAINING YOUR SITE DURING THE SUMMER MONTHS (MAY THRU OCTOBER). If park management is forced to trim and maintain your site beyond its responsibility there will be a charge of \$150.00 each time we do it.

Company: Telephone Number:

Address:

The condition of all units that are being listed for sale must have **prior** approval from the Citrus Park administration office. This applies to both private listings and an agency listing. To maintain the quality of the community, **Citrus Park reserves the right to refuse to offer or accept renewals or assumptions of this Agreement**, unless repairs or upgrades of the unit are made to Citrus Park's satisfaction; **or**, the unit is replaced. Any resident removing their unit from a site must return the lot and utility connections to their original condition.

Resident's/Owner's unit, goods and personal property of any kind in or upon the Citrus Park property shall be the sole responsibility of Resident/Owner and in no event shall Citrus Park be liable for any loss or damage to said goods or property for any reason whatsoever. Residents leaving behind personal items including but not limited to trash, grills, clotheslines, that must be removed from the lot to prepare for the Summer Hurricane Season, will be charged a one hundred fifty dollar (\$150.00) fine per incident.

"Notwithstanding any other provision contained herein, Citrus Park shall not be deemed in default with respect to the performance of this agreement if its failure of performance shall be due to any hostilities, military or usurped power, governmental regulations or controls, acts of God, or any other cause whatsoever beyond the reasonable control of Citrus Park."

All **new** prospective residents or residents moving within the community must fill out and receive approval based on a Tenant Credit and Criminal Background check. The fee for this Credit and Criminal check is nonrefundable!

The interest of Citrus Park, as Lessor, shall not be subject to liens for improvements made by the Lessee, Resident/Owner, under any circumstances. All of the leases entered into by Citrus Park, as Lessor, for the rental of premises (lots) within the RV Park, prohibit such liability and a notice of such prohibition is recorded by Citrus Park in the Public Records of Lee County, Florida, in accordance with the provisions of Section 713.10(2), Florida Statutes.

In the event Citrus Park finds it necessary to consult with an attorney or to file suit due to breach of any part of this Agreement; or, for recovery of the rented site, rent or any other amounts due under the provisions of this Agreement; or for the enforcement of any Rule or Regulation of the Park, resident shall pay to Citrus Park all costs and expenses incurred, including its reasonable attorneys' fees. Such attorneys' fees and costs shall be considered additional rent under this Agreement and Florida law.

This written agreement is the entire agreement of the parties. There are no oral or other written agreements. This written agreement may only be amended in whole or in part by a subsequent writing executed in the same manner as has been done herein. Venue for all court proceedings shall be in Lee County, Florida. The laws of the State of Florida shall govern. This agreement having been executed in the State of Florida on this _____ day of _____, 2017.

CITRUS PARK -TROST INTERNATIONAL, INC.
A Florida Corporation

Resident Signature

By: _____
Authorized Signature

Resident Signature