

RV BARE LICENSE

License made this _____ day of _____, between Rondout Yacht Basin, Inc. (RYB), licensor and _____, licensee, whereby the licensor, in consideration of \$2500.00 and the following conditions, does hereby license to the licensee for use, campsite # _____ from Memorial Day weekend to Columbus Day weekend.

This lease is for the recreational vehicle described as a: _____ (year) _____ (make) _____ (length) _____ (registration) _____.

The seasonal site charge is \$2500.00. This includes water, electric, sewer hook-up, public restrooms, swimming pool, recycle and garbage area, and common grounds. Site charge is based on occupancy by a family of four (two adults and two children under 18 years of age). Charges for extra persons are \$5.00 per person per night. Rates are also based on use of one air conditioner; use of more than one air conditioner will result in additional charges. Air conditioners are to be run only when occupants are present. Overuse of electric service will be billed accordingly.

The licensee agrees to abide by the rules of RYB as described on the reverse. RYB may terminate this agreement for any just cause, act or omission by the licensee as stated in this contract, and no refunds will be given.

The licensee acknowledges that the licensor is not an insurer, and is not responsible for the licensee's possessions. The licensee shall be responsible for his/her actions and agrees to carry liability insurance covering the lease period.

Licensee

Licensor

This document has been read in its entirety,
and is fully understood and agreed to

Rondout Yacht Basin, Inc.

By _____

By _____

Residence Address _____

Work Phone _____

Home Phone _____

Insurance Carrier _____

Policy Expiration Date _____

1. No Bailment or Lease is created hereby. This is a license for the use of the campsite space set forth above. The "Licensor", Rondout Yacht Basin, Inc. (RYB), shall at no time be deemed or considered as having any possession or control of the Licensee's RV while it is on the Licensor's premises.
2. The use of electric current extensions and appliances is at the sole risk of the Licensees. RYB shall be exempt from any and all liability for any damage or injury to a person or property caused by or as a result of the use of any electric current or appliance. No air conditioners or heaters may be run without the RV owner present.
3. Licensees understand that the Licensor does not have a day or night watchman or any security precautions on the premises, and the Licensees agrees not to hold the Licensor responsible in any manner whatsoever for any damage or loss to the Licensee's RV by reason of fire, theft or otherwise, sustained or caused by any person or persons in any manner, or by acts of nature, while on the Licensor's premises. Licensees fully understand that outside of licensing use of space, Licensor has not undertaken the performance of any acts of service whatsoever.
4. Licensees agree not to employ any outside labor without Licensor's prior written consent. In the event Licensees should disregard this agreement and employ outside labor without prior written consent of Licensor and any occurrence takes place wherein it is claimed that the Licensor may be responsible in any way or manner to Licensees, his agents, servants and/or employees, Licensees agree to indemnify and hold Licensor harmless for any and all such claims. Before beginning an work at RYB, all such Outside Contractors must submit to Licensor insurance certificates acceptable to RYB that the Outside Contractor is covered, and will remain covered at all times by effective policies of Commercial General Liability insurance with upper limits of at least \$1 million per occurrence/\$2 million general aggregate; and Workers' Compensation insurance for all of its employees.
5. RYB presently does not offer repair services. While other contractors may on occasion work in the marina, they do not work for RYB and RYB will not inspect, warrant or be held liable for the performance or quality of their work.
6. Licensees working on their own RVs agree to adhere to RYB environmental protection policies and marina rules available in the marina office.
7. In the event that the RV is sold or is used by any third party while upon Licensor's premises, Licensees agree to advise Licensor in writing of such sale or use and to advise the purchaser or third party user in writing of the terms and conditions set forth herein, and to furnish a written copy of this license to such purchaser or third party. Licensees shall remain bound by this license and shall be responsible for all fees associated with this License until such time as any buyer of the RV acceptable in the sole judgement of Licensor, signs and enters into their own License with Licensor. Licensees are responsible for any use of their RV by a third party and agrees to hold the Licensor harmless, and to indemnify Licensor from all claims and damages arising from use of the RV by any third parties arising from any cause whatsoever, and involving property damage, personal injuries or death..
8. Licensees acknowledge that the Site and Space may not be sublet nor may this Agreement or any rights hereunder be assigned by Licensees without the prior written consent of RYB in its sole and absolute discretion. No such consent to an assignment or subletting shall release Licensees from further performance of the covenants and terms of this Agreement. The presence of any RV other than the Vehicle describe above or a substitute RV not approved by RYB in the site or Space, which has not been put there by RYB, shall be considered a trespass for which the Licensees shall be liable, and Licensees shall hold RYB, its agents, employees, and contractors harmless from any and all actions taken by them to remove any such vehicle and to end such trespass.
9. Licensees agree to keep the RV and its contents covered at all times by a policy of all risks insurance in an amount equal to at least the actual value of the RV and its contents. Licensees shall also keep the RV covered at all times by a policy of property and indemnity (P&I or public liability) insurance with minimum limits of \$500,000 per incident. Licensees agree to provide RYB with a Certificate of said insurance prior to using the Site or Space, upon demand by RYB, and upon every renewal thereof. Licensees agree to name RYB as an additional insured under such policies of insurance.
10. Licensees agree to keep the Vehicle properly secured at all times; to keep the Vehicle covered by valid and effective state registration, and any required state validation decal; to keep the RV in good operating condition and repair; to keep the Vehicle neat, clean, and free of rust, mildew, peeling paint, rot, blistering and flaking; and to maintain the Vehicle with a neat and aesthetically pleasing appearance. Licensees' compliance with the standards referred to in this paragraph shall be determined at the sole discretion of RYB. Licensees acknowledge that a Site is not to be used for the long-term storage (over 30 consecutive days) of an inoperable Vehicle. Failure to comply with the requirements of this paragraph may be grounds for termination of this License.
11. RYB makes no warranty or representation of any kind regarding the Marina, the Site, or the Space except that RYB has the legal right to license use of the Site and Space to Licensees. Licensees are aware that the consideration paid for the License described herein is disproportionately small in comparison to the value of the RV, the Licensees' motor vehicle, their contents/equipment, and in comparison to the risks of bodily injury/loss of life to the Licensees, their guests and invitees.

Licensees are aware of the various types of risks involved in keeping an RV at a marina. Licensees agree that use of the site, Marina grounds/facilities and parking area by Licensees, their guests and invitees shall be at their own risk of property loss/damage and /or personal injury/death, arising from any cause whatsoever. Licensees further agree that neither RYB, nor any of its agents, employees, officers, directors, or other representatives shall be liable for any loss, damage or injury to the person or property of Licensees or of their guests, invitees or contractors, including Licensees RV, motor vehicles, their contents and equipment, regardless of whether such loss, damage, personal injury/death be occasioned by fire, storm, theft, vandalism, collision, ice, act of God, or any other cause or condition, including, but not limited to the negligence (but not gross negligence) of RYB, its agents, employees, officers, directors, or representatives. Owners further agree to indemnify and hold harmless RYB, its agents, employees, officers, directors, and representatives from and against any claim, action, damages, attorneys' fees and costs arising from the use of the site, the Marina grounds/facilities, the parking area, and associated facilities by the Licensees, their guests and invitees, arising from any cause whatsoever, including, but not limited to the negligence (but not gross negligence) of RYB, its agents, employees, officers, directors, and representatives.

12. Anyone using the pool does so at their own risk and will adhere to the rules of the pool area. It is understood that *No Lifeguard* is on duty. All children under the age of sixteen must be accompanied by an adult. No alcohol is permitted in the pool area. Anyone that has been drinking is not permitted in the pool area. No guests are permitted in the pool area without Licensees present.

13. RYB's *No Refund Policy* will not be waived at any time. There will be *No Exceptions!*

14. RV owners that become delinquent in fees for site rental or other related services shall be notified of such delinquency as required by law. RYB shall have the right to take over the property and to secure the property. RV owners shall be held responsible for all lien charges, attorney fees, collection costs and all related expenses required by law to insure that RYB is paid in full. RYB can delay in enforcing any of its rights under this agreement without losing them.

15. Parking facilities are for Licensees and their guests; they are not long-term storage areas for vehicles. No cars are to be left in the parking area for extended periods of time without the owner on premises and without permission from RYB. Car owners with permission to leave vehicles must leave keys to these vehicles with RYB. Vehicles left without permission will be towed at the owner's expense. Owner agrees to hold RYB harmless for any damages to cars parked on premises or towed from premises.

16. Pets are *to be leashed and picked up after AT ALL TIMES!* Pets will be walked in dog walking areas only.

17. All children under twelve (12) years of age will be required to wear a flotation device while on the docks and must be accompanied by an adult while at RYB facilities.

18. The Licensor reserves the right to cancel this license without any refund should the Licensees or any of their guests become disorderly while on any part of Licensor's premises, or if the Licensees violates any of the terms of this license.

19. The parties agree that the waiver of any term or condition of this Agreement by RYB shall not be continuing. In the event that one or more terms of this Agreement are determined to be unenforceable, such determination shall not affect the enforceability of the remainder of this Agreement, which shall continue in full force and effect. This is the sole Agreement between the parties with respect to the subject matter hereof, and all prior agreements, written and oral, are merged herein. No modification hereof shall be binding unless in a writing signed by both parties. This Agreement shall not take effect until signed by both parties. The parties to this Agreement mutually agree that it shall be binding upon them, and their respective heirs, personal representatives, successors, and assigns. Licensees agree that the waiver of any term or condition of this Agreement by RYB shall not constitute a waiver of any other term or condition of this Agreement and shall not be continuing. Rights and remedies afforded to RYB under this Agreement are no exclusive, but are in addition to all other rights and remedies available to RYB at law, in equity or in admiralty.

20. This Agreement is deemed to have been made and entered into in Connelly, New York, and shall be governed and interpreted by the laws of the State of New York without application of principles governing conflicts of law. Any legal action brought to enforce this Agreement and any disputes arising hereunder must be submitted for decision by the appropriate New York state court located in Ulster County, or in the United States District Court for the District in which the RV may be located. Licensees and RYB agree to submit to the personal jurisdiction and venue of said courts.