**Point A RV Park and Campground**

**Guest Agreement**

**Terms and Conditions**

1. This agreement is between Covington County, Alabama, the manager of Point A RV Park and Campground hereinafter referred to as “Point A Park,” and the person(s) identified above hereinafter referred to as “Guest(s).
2. Guest(s) agree to pay as rental $\_\_\_\_\_\_ per day or $\_\_\_\_\_\_\_ per month or $ \_\_\_\_\_\_\_\_\_ per week during the above-stated dates of stay.
3. **Parties/No tenancy/Checkout** This agreement **does not** create a tenancy or residency in favor of Guest. Guest must depart by the checkout time on the day immediately following the last night indicated above. If guests fail to timely depart, Point A Park may provide Guest three days’ notice to vacate by posting the same on Guest’s RV or vehicle or by sending notice to Guest’s street address or email address on file. Following the expiration of the three (3) day notice period, Point A Park may remove and store Guest’s RV, vehicle, and other property at Guest’s expense. The remedy described in this paragraph is in addition to any other rights and remedies Point A Park may have at law or in equity.
4. **Cancellations/Refunds:** ALL DAILY AND WEEKLY reservations must be paid in full at the time of reservation. This payment is only refundable up to thirty days (30) before the check in time. All MONTHLY reservations must be accompanied by a deposit equal to one month’s rental rate. This deposit is only refundable up to thirty (30) days prior to the check-in date and time. There will be no refunds for Guests who depart prior to the originally scheduled departure date. When a refund is warranted, Guest hereby acknowledges that a refund of payment made by check may take up to thirty (30) days. Except as expressly set for the in this Agreement, all cancellations and refunds will be made at the sole discretion of Point A Park. Guest may not transfer Guest’s reservation or occupancy of a space to a third party without Point A Park’s prior written consent given at its discretion.
5. **Rules and Regulations**: Guest is subject to and agrees to comply with all “Point A RV Park and Campground Rules and Regulations,” a copy of which is attached hereto and incorporated herein by reference. Point A Park may modify their rules and regulations from time to time at its discretion. Guest hereby acknowledges receipt of the current “Point A RV Park and Campground Rules and Regulations.” Guest also agrees and acknowledges that failure to comply with all “Point A Park RV Rules and Regulations” will constitute a material default of this agreement and will be cause for immediate eviction and removal from Point A Park.
6. **Behavior**: Point A Park may require any person to leave, without refund, for any reason, including, without limitation, disrespect to management or other guests, excessive consumption of alcoholic beverages, objectionable behavior, or violation of any rule or sign.
7. **Liability:** Guest is responsible and agrees to indemnify and hold harmless Point A RV Park and Campground, Covington County, Alabama, and Point A Park property owner, for all loss, damage or injury to any person or property caused by Guest or Guest’s guests, visitors, invitees, or pets.
8. **Limitation of Liability**: Guest specifically acknowledges and agrees that Point a Park, and all management, officers, members, directors, employees, and agents of Point A Park, are not responsible for any loss, damage or injury to any person or property except to the extent caused by the gross negligence or willful misconduct of Point A Park.
9. **Indemnification**: Except for losses, damages or injuries for which Point A Park is responsible pursuant to paragraph 10 above, Guest will indemnify and defend Point A Park, Covington County, Alabama, and Point A RV Park and Campground property owner, and all management, officers, members, directors, employees and agents of Point A Park, for from and against any and all claims, damages, liabilities, costs, and expenses (including, without limitation, court costs and attorneys’ fees) arising out of or related to this Agreement or any actions of Guest.
10. **Not a Dwelling Unit**: Guest hereby acknowledges and agrees that (a) Guest’s Equipment is not a “dwelling unit” as defined in the Alabama Uniform Residential Landlord and Tenant Act, Alabama Code 35-9A-141, hereinafter referred to as “the Act” and (b) Point A Park is not a “premises” as defined in the Act. Guest further hereby waives any and all rights which Guest may have under the Act and acknowledges that the relationship created by this Agreement is one of a property owner renting a generic site parking space on a temporary, short-term basis. **This agreement does not create a tenancy or residence or any other real property right in favor of the guest.**
11. **Severability:** The invalidity or unenforceability of any provision of this Agreement will not affect the validity of any other provision of this Agreement and, in the event that any provisions is determined to be invalid or otherwise illegal, this Agreement will remain in effect and will be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.
12. **Applicable Law/Jurisdiction/Venue**: This Agreement, and all collateral matters relating to this Agreement, will be governed by, and construed under the Laws of the State of Alabama applicable to agreements fully made and performed therein. Jurisdiction and venue for any claim or proceeding brought in connection with this Agreement will lie exclusively in Covington County, Alabama.
13. **Late Fees and insufficient check fees**: In the event rent is not paid by the date that it is due, as defined herein, Guest will pay a late fee of $5 per day until the entire unpaid rent is paid in full. In addition, Guest will be deemed to be in default of this Agreement, and the entire unpaid amount will begin to accrue interest at a rate of 18% per annum until paid in full. In the event any check from Guest to Point A Park is returned or dishonored by the bank for insufficient funds or any other reason, Guest is liable to Point A Park for any costs incurred by reason of such dishonored check including a processing fee of $35.Guest agrees to pay the processing fee and replace the dishonored check with certified funds within twenty-four (24) hours’ notice of the dishonored check. Thereafter, Point A Park shall be entitled to require that any and all future rent payments be made with a money order or certified check.
14. **Default:** In the event of a default and at the request of Point A Park, Guest agrees to immediately vacate the park and to immediately remove his or her equipment and personal property. Guest’s failure to comply with any of the terms of this Agreement shall constitute a default of this Agreement and Point A Park shall be entitled to all the remedies as set forth herein as provided by law, including but not limited to attorney’s fees and court costs.
15. **Waiver**: No failure or delay by either party in exercising any rights, powers or remedies under this Agreement will operate as a waiver of any such right, power or remedy.
16. **Damages:** The Guest is responsible for all damage or destruction of property, and any injury to persons, caused by the guest or his or her family, visitor, or pets. Point A Park reserves the right to charge guests accordingly for any damage they cause to the grounds, including but not limited to broken waterlines, damages/missing sewer connections, cable lines, landscaping, and excessive debris.
17. **Pet Owners Responsibility Agreement**: The undersigned guest hereby agrees to comply fully with all of the specific rules and regulations related to any pets of the guest or guest’s invitees. If your pet displays threatening, aggressive, or problematic behavior, you agree to promptly leave Point A Park upon request with no recourse against Point A Park and no claim for reimbursement or compensation. You agree to indemnify, defend, and hold harmless Covington County, Alabama and Point A Park’s property owner and their agents, principals, members, managers, and employees from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney’s fees) arising out of or in connection with claims of any third parties related to death, bodily injury or damage to persons or property caused by your pet.
18. **Entire Agreement**: This Agreement constitutes the entire agreement and understanding between Point A Park and Guest and supersedes all prior or contemporaneous oral or written agreements and representations between the parties. The “Campground Rules and Regulations” are incorporated herein by reference as part of this Agreement. This Agreement may not be amended, modified, or altered except in writing as signed by Point A Park and Guest. The Guest(s) signing this agreement represents that he or she has authority to sign on behalf of all occupants of Guests, the designated RV/Camper and acknowledges that this this Agreement is enforceable against all occupants of Guest’s RV/Camper.

**PARK WIFI: Point A Park**

**WIFI PASSWORD: campground**