



OSCEOLA HERITAGE PARK
RV CAMPING SITE
RENTAL AGREEMENT



This rental agreement is between SMG ("Operator"), and

Name of Lessee: \_\_\_\_\_

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

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

Vehicle Make/Model : \_\_\_\_\_ Tag # : \_\_\_\_\_ CPE #: \_\_\_\_\_

Operator manages, operates and maintains Osceola Heritage Park, 1875 Silver Spurs Lane, on behalf of Osceola County, a Florida political subdivision (the "County"), under rights granted by and obligations imposed under an agreement between County and Operator.

1) Premises and Terms: Operator hereby leases to the Lessee, and the Lessee hereby leases from the Operator the following described property:

RV Site #: \_\_\_\_\_

Rental Period: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_ (\_\_\_\_ days)

2) Rental Rate: Payable upon signing of contract.

RV Site Rent - \$30.00 / day \$ \_\_\_\_\_
(includes 7% State Sales Tax and 6% County Resort Tax)

TOTAL \$ \_\_\_\_\_

3) Exculpation and Indemnification Clause: Lessee agrees that it will indemnify, hold and save the County of Osceola ("County") and Operator, their officers, agents, contractors and employees whole and harmless and at Operator's option defend same, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments of any nature recovered from or asserted against Operator on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Lessee or any of its agents, servants, employees, contractors, patrons, guests, Lessees or invitee or of any other person entering upon the Premises leased hereunder with the express or implied invitation or permission of Lessee, or when any such injury or damage is the result, proximate or remote, of the violation by Lessee or any of its agents, servants, employees, contractors, patrons, guests, Lessees or invitee of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by Lessee, its agents, servants, employees, contractors, patrons, guests, Lessees or invitee of the Premises leased hereunder. Lessee covenants and agrees that in case Operator or County shall be made parties to any litigation against Lessee or in any litigation commenced by any party other than Lessee relating to this Lease or to the Premises leased hereunder, then Lessee shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon Operator or County by virtue of any such litigation. These terms of indemnification shall be effective unless such damage or injury may result from the sole negligence, gross negligence or willful misconduct of Operator.

4) Ordinances and Regulations: Lessee shall comply with all applicable laws, statutes and ordinances and all rules and requirements of the County of Osceola.

5) Responsibility for Damage: If the leased premises or any portion thereof shall be destroyed, damaged, marred, altered, or physically changed during the term in any manner whatsoever, then Lessee shall be responsible.

- 6) **Articles Left on Premises:** Any article remaining on the leased premises left, lost or checked in the building by persons attending any performance, exhibition or entertainment shall be collectible solely by Operator.
  
- 7) **Relocation of Lessee:** Operator reserves the right after the execution or during the term of this Lease to remove the Lessee from the premises and relocate Lessee in some other space of Operator's choosing of approximately the same dimensions and size. Lessee, by the execution of this Lease, acknowledges the foregoing right of Operator, and no rights herein granted to Lessee, including but not limited to the right of peaceful and quiet enjoyment, shall be deemed or construed to have been breached or interfered with by reason of Operator's exercise of the rights herein reserved in this Paragraph.
  
- 8) **Administrative Charges:** In the event any check, bank draft or negotiable instrument given for any money payment hereunder shall be dishonored at any time and from time to time, for any reason whatsoever not attributable to Operator, Operator shall be entitled, in addition to any other remedy that may be available, to make an administrative charge of Twenty (\$20.00) Dollars for each such check.
  
- 9) **Delay of Possession:** In the event Operator is unable to tender possession of the leased premises because of the unauthorized holding over of any tenant or tenants or due to delays in construction or any other reason, as long as such inability continues, a per diem abatement of the rent shall be allowed to Lessee but nothing shall operate to extend the term of this Lease beyond the original expiration date and said abatement of rent shall be the total limit of liability of Operator to Lessee for any losses or damages incurred by Lessee due or related to such delay in obtaining possession of the leased premises. The computation of the per diem abatement in the rent is deemed to be the liquidated and agreed damages for any delay in possession.
  
- 10) **Emergency Powers to Vacate Premises:** The General Manager may terminate service of any utilities upon the premises, order evacuation of all or any portion of the leased premises, or cause to be removed there from any person or group of persons, any materials, equipment or other items if, in his judgment, circumstances of a dangerous or unusual nature have occurred, or he reasonably believes are about to occur, and such action is necessary to secure the safety and welfare of persons and/or property, and Lessee waives any right and/or claim for damages against Operator, its agents or servants, in such eventuality.
  
- 11) **General Manager's Discretion:** Any matter not expressly provided for herein shall be within the reasonable discretion of the General Manager.
  
- 12) **Legal Proceedings:** All legal proceedings arising from this Lease shall be in the courts situated in Osceola County, Florida.

Nothing in ss 773-01-773.05 shall be construed to limit in any way the limitation of liability granted to private citizens who allow the public use their land for recreational purposes as provided in s 375.251

**Payment Method:**    **CASH**            **Check**            **VISA**            **MC**            **AMEX**

**CC Card #** \_\_\_\_\_ **Exp Date** \_\_\_\_\_

**By Signing below Lessee agrees with all provisions of the above rental agreement:**

**Lessee Signature:** \_\_\_\_\_

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