

**CUSHING MEMORIAL PARK, Inc.
AMENITY RENTAL AGREEMENT**

This Amenity Rental Agreement is made and entered this ____1st____ day of April, 2017 between **Cushing Memorial Park, Inc.** (hereinafter "Rentor") and _____ (hereinafter "Renter") in consideration of the mutual covenants herein set forth Rentor Rents to Renter, and Renter Rents from Rentor, the following Property, located in Cushing Memorial Park, 1000 Delta Drive, Canton, Georgia, Cherokee County: (check where appropriate)

- () **Annual Camp Site No.** # _____
- () **Boat House No** # _____
- () **Boatshed No** # _____
- () **Open Boat Parking No.** # _____
- () **Boat Slip No** # _____
- () **Jetski Port No** # _____

together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property."

1. **TERM.** The term of this Amenity Rental Agreement shall be twelve (12) months beginning on April 1, 2017, and ending on March 31, 2018. If Renter chooses to cease using the Amenity prior to the expiration of the term, Renter understands that no part of the rent or fees shall be returned.

2. RENT/FEES.

A. Renter shall pay rent in advance on an annual basis in the sum as calculated on Renter's Annual Dues Assessment, specifically incorporated herein and made a part of this agreement by reference. Dues are to be paid by the first day of April each year at the address set forth below (or at such other place as may be designated from time to time by Rentor in writing). Mailing the rent does not constitute payment. Rent must be received by the first of April at the following address to be considered paid: Cushing Memorial Park, P.O. Box 528, Lebanon, GA 30146. Renter understands that the amount is non-refundable, even should Renter cease to use the property prior to the expiration of the term.

3. **TERMINATION OF AGREEMENT:** This Amenity Rental Agreement is an Annual Agreement and will automatically terminate at the end of the Park fiscal year unless renewed by Renter and payment received in full by Rentor by April 1, for the following year.

4. **REPAIRS.** Renter acknowledges that he/she has inspected the Property and accepts the condition as-is. Renter shall be responsible for all repairs. Renter shall not modify, alter, paint, or remodel Property or remove any fixture or other improvements without written permission of Rentor and/or the Army Corps of Engineers where applicable. Renter shall immediately report to Rentor in writing any hazardous or dangerous condition or circumstance existing in or around the Property.

5. **SUBLET AND ASSIGNMENT.** Renter may not sublet the Property or assign this Agreement without the written consent of Rentor. This Agreement shall create the relationship of Rentor and Renter between the parties hereto and no estate shall pass out of Rentor.

6. **RIGHT OF ACCESS.** Rentor and/or Rentor's Agent shall have the right of access to the Property for inspection, repairs and maintenance during reasonable hours. In the case of emergency, Rentor may enter the Property at any time to protect life and prevent damage to the Property.

7. **USE.** Renter acknowledges that Cushing Park is intended to provide a recreational family environment. Therefore, the Property shall be used only for the purposes intended (either recreational, parking or storage.) The Property shall be used so as to comply with all federal, state, county, and municipal laws and ordinances and any applicable declaration of covenants, conditions, restrictions, bylaws, rules and/or regulations. Renter shall not use or permit the Property to be used for any disorderly or unlawful purpose, including but not limited to illegal drug trafficking and/or other violations of any controlled substance laws. Park may promptly report any suspicious activities to, and cooperate fully with, the appropriate authorities without being deemed to have invaded the Renter's privacy, and Renter waives any claim for such against the Park. **Discovery that Renter(s) are conducting illegal or disorderly activity on the Property will result in a breach of this agreement and immediate termination of the Amenity Rental Agreement and Park Membership, with no refund of annual fees.**

8. **PROPERTY LOSS.** Renter shall be responsible to insure all personal property against loss or damage. The Park shall not be liable for any damage to Renter's property, unless such damage is caused by Park's gross negligence. Renter for him/herself and his/her family waives all exemptions or benefits under the homestead laws of Georgia.

9. **DEFAULT.**

_____(Initial here) A. If Renter defaults under any term, condition or provision of this Amenity Rental Agreement, including, but not limited to failure to pay rent or failure to reimburse Park for any damages, repairs or costs when due, Park shall give Renter thirty (30) days to correct the default. If Renter fails to correct the default within 30 days, Park may cancel the Amenity Rental Agreement by giving Renter a written 30 day notice stating the date the Term will end. During this 30 day period, Renter is responsible for removing all personal property from the park and any property stored and situated on the rented property, including but not limited to campers, boats and boat trailers. Once the notice period expires, Renter's rights to the rented property automatically ends and Renter must leave the Premises. Renter continues to be responsible for rent, expenses, damages and losses. Park may remove all persons and property and re-rent the Property at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Park deems proper. Such termination shall not release Renter from any liability for any amount due under this Amenity Rental Agreement. Park may also take possession of all personal property remaining in the park, and may dispose of said property in a manner Park deems appropriate, including sale or destruction of said property.

_____(Initial here) B. If Renter abandons the Property or violates any of the Rules and Regulations set forth herein, or otherwise fails to abide by and perform any of the obligations, terms, conditions or provisions of this Amenity Rental Agreement, each and any such breach shall constitute a default under this Amenity Rental Agreement. If any such default continues for thirty (30) calendar days after Park delivers written notice of said default to Renter, Park may, at its option, terminate this Amenity Rental Agreement by delivering written notice thereof to Renter. At such time, Renter forfeits the right to any personal property remaining on the premises, and Park may take any such actions necessary to remove such personal property in preparation for re-letting the Property.

_____(Initial here) C. All rights and remedies available to Park by law or in this Amenity Rental Agreement shall be cumulative and concurrent.

10. **ATTORNEY'S FEES AND COSTS OF COLLECTION.** Whenever a legal action must be brought as a result of Renter's failure to abide by this agreement in full, or by an attorney at law to enforce or prosecute such an action, or to obtain necessary title to any remaining abandoned personal property, then Park will be entitled to reasonable attorney's fees from Renter, plus all costs of collection.

11. **INDEMNIFICATION.** Renter releases Park from liability for and agrees to indemnify Park against all losses incurred by Park as a result of (a) Renter' failure to fulfill any condition of this Amenity Rental Agreement; (b) any damage or injury happening in or about the Property to Renter or Renter' invitees or licensees or such persons' property, except where such damage or injury is due to gross negligence or willful misconduct of Park.

12. **NOTICES.** Except as otherwise provided herein, all notices, including demands, required or permitted hereunder shall be in writing and delivered either (1) in person; (2) by an overnight delivery service, prepaid; or (3) by the United States Postal Service, postage prepaid, registered or certified return receipt requested. All references to any notice required to be given or due dates for rental payments shall be strictly construed.

13. **RULES AND REGULATIONS.**

A. Non-operative vehicles or water craft (**Current State Registration required**) are not permitted on the Property. Any such non-operative vehicle or water craft may be removed by Park at the expense of Renter, for storage or public or private sale, at Park's option, and Renter shall have no right or recourse against Park thereafter.

B. Storage: No goods or materials of any kind or description that are combustible or would increase fire risk shall be taken or placed in storage areas. Storage in such areas shall be at Renter' risk and Park shall not be responsible for any loss or damage.

C. Renter agrees to maintain the Property in the condition presented at the time of rental, reasonable wear and tear excepted. Good housekeeping is expected of everyone.

D. Annual camp site Renters shall pay and be liable for the following utilities: telephone, electricity, propane gas, or other applicable heating fuels, as noted below, even if accounts for such utilities remain in the Park's name. **Failure to pay utility charges which results in termination of the service is cause for default under this Amenity Rental Agreement.** Park shall be responsible for water, sewerage, and garbage collection charges. Boathouse Renters shall be responsible for paying applicable appliance charges at the time of paying dues in lieu of utility charges. All Renters agree to deposit all garbage in the dumpsters and bins provided in and around the park by Park.

E. Renter agrees to repair or pay for repair for any damages that result from any negligence on Renter' part from broken water pipes due to below-freezing temperatures Renter agrees to provide a marked, accessible, external water cutoff valve and to properly winterize rented facilities.

F. Boat Slip Renters agrees to secure watercraft tie downs to cleats on each slip to prevent any damage to rented space. Failure to do so will result in a written notice of non-compliance, a second written notice will result in requiring the Renter to attend a class on "securing watercraft to a dock", and a third written notice could result in termination of Boat Slip Renter.

_____(Initial here) **G. Renter shall keep all rented spaces clean and orderly. Renter understands that the state of the rented property reflects on the park at large, and if applicable shall keep the lawn mowed, shrubs trimmed, gutters cleaned out, trash and grass clippings picked up on a regular basis and shall keep the Property, including yard, lot, grounds, trailer, walkways and driveway clean and free of rubbish. Watercraft cannot be stored in the driveway or adjacent to Boathouses.** In the event Renter does not maintain the rented property, Park agrees to provide one written warning stating the actions that need to be completed, after which time, Park may either complete the tasks or hire someone to do so. Renter agrees to be fully responsible for all charges incurred by Renter due to Renter's failure to maintain said property.

14. **ABANDONMENT.** If Renter removes or attempts to remove personal property from the Property other than in the usual course of continuing occupancy, without having first paid Park all monies due, the Property may be considered abandoned, and Park shall have the right to store, remove, dispose of, or sell any personal property left on the Property by Renter, subject to the provisions in paragraph 9. Park shall also have the right to store, dispose of, or sell any of Renter's personal property remaining on the Property after the termination of this Amenity Rental Agreement. Any such personal property shall become Park's property.

15. OTHER PROVISIONS.

A. Time of Essence. Time is of the essence of this Amenity Rental Agreement.

B. No Waiver. Any failure of Park to insist upon the strict and prompt performance of any covenants or conditions of this Amenity Rental Agreement or any of the rules and regulations described in the "rules and regulations" paragraph hereof shall not operate as a waiver of any such violation or of Park's right to insist on prompt compliance in the future of such covenant or condition, and shall not prevent a subsequent action by Park for any such violation. Acceptance by Park of any late payment of rent or additional rent shall not constitute a waiver of any rights of Park, including, without limitation, the right to terminate this Amenity Rental Agreement as herein provided. The receipt of any rent or additional rent by Park with the knowledge of such breach shall not operate as a waiver of such breach. No provision, covenant or condition of this Amenity Rental Agreement may be waived by Park unless such waiver is in writing and signed by Park.

C. Definitions. "Park" as used in this Amenity Rental Agreement shall include its representatives, heirs, agents, assigns, and successors in title to Property. "Renter" shall include heirs and representatives. The terms Park and Renter include singular and plural, corporation, partnership or individual, as may fit the particular parties.

D. Entire Agreement This Amenity Rental Agreement and any attached addenda constitute the entire Agreement between the parties and no oral statement or amendment not reduced to writing and signed by both parties shall be binding.

16. SPECIAL STIPULATIONS. The following Special Stipulations, if conflicting with any preceding paragraph, shall control. Rent of each Park amenity enumerated in the first page of this Amenity Rental Agreement stands alone. The Amenity Rental Agreement renewal for subsequent years is contingent on Renter maintaining their membership in good standing in the Park. The Amenity Rental Agreement for Boat houses/sheds/storage/slips/ports and campsites are not transferable and upon expiration will be assigned to members in good standing on the appropriate wait list. Renter must maintain a working fire extinguisher and smoke alarm in each boathouse, or camper.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal the day and year first written above.

Signature of Renter

Print Name

Date

For: Cushing Memorial Park

Date

Address (for notices & mail):

P.O. Box 528
Lebanon, GA 30146