

ESCAPE TAMPA BAY- THE OAKS USE AGREEMENT

THIS AGREEMENT IS BETWEEN ESCAPE TAMPA LLC, (hereinafter “Owner”), AND THE FOLLOWING PERSONS (“Guests”):

ADULTS: _____

ONLY THE PERSONS NAMED HEREIN ARE THE “GUESTS” OF THIS FACILITY, LOCATED AT 11014 N 301 HWY, THONOTOSASA, FL WHICH IS A PERMITTED PARK PURSUANT TO CHAPTER 513 FLORIDA STATUTES. THE USE OF THE FACILITY IS AUTHORIZED AS A MOBILE HOME/RECREATIONAL VEHICLE PARK PURSUANT TO A NONCONFORMING USE REVIEW BY HILLSBOROUGH COUNTY DEVELOPMENT SERVICES DATED JANUARY 26, 2023.

THE GUESTS ADDRESS(ES) AND OTHER INFORMATION IS ON THE LAST PAGE OF THIS AGREEMENT.

-
-
- 1. Use Agreement (“Agreement”).** When this Agreement is signed by the Owner and the Guests; and the required fees have been paid, the Guests are granted the right of admission to this facility (the “Oaks”) and the right to utilize the Unit on the identified Site and to Occupy the Site until the end of the Period stated in this Agreement, subject to all conditions in this Agreement.
 - 2. Defined Terms.** Some of the terms used in this Agreement have definitions. Those terms are Capitalized and listed in the Definitions portion of this Agreement. The Definitions stated in this section apply in this Agreement.
 - 3. Not a Lease.** This Agreement is a contract binding upon both the Owner and the Guests. This Agreement is not a lease of real estate. The Guests are not tenants. This Agreement is, for legal purposes, a license to use the property of Owner on the conditions set forth in this Agreement.
 - 4. Assigned Site.** The Guests are assigned the Site known as _____ (see “Site”).

5. **Period of Use.** The duration of this Agreement shall be one (1) year commencing on _____.
6. **Fee.** The Guests will pay Oaks the following fees:
- A. **Site Fee:** For the use of the Site during the period of this Agreement, Guests will pay Oaks the monthly sum of \$_____, payable upon the execution of this Agreement, and on the ___ day of each month thereafter. Guests shall be liable for a \$50 late fee which shall be imposed in the event any monthly Site Fee is not paid within 7 days of its due date.
 - B. **Utilities:** Guests' Site is metered for electricity. Each Guest will pay their own electric bill and arrange for and pay for their own cable and internet (as applicable).
7. **Garbage and Recyclables.** Owner shall supply assigned receptacles for garbage and recyclables. Guests agree that garbage and recyclables shall only be deposited in containers and at sites as determined by Owner. Guests shall be solely responsible for removing their trash from the Unit and Site and utilizing the designated garbage and recyclable containers
8. **L.P. (Propane):** Guests may be allowed an LP hookup, with a tank on Site, or hookup to an LP tank attached to the Unit. In the event of a hookup to a LP tank on Site, the location of said tank shall be subject to Owner's approval. Guests shall be solely responsible for all costs incurred for LP service and shall be solely responsible for any damage or claim resulting from Guest having an LP tank at Escape Oaks, whether attached to the Unit or on Site.
9. **Definitions.** In addition to other defined terms set forth throughout this Agreement, the following are additional Definitions as used in this Agreement:
- A. **Agreement:** The Escape Oaks Use Agreement between the Guests and the Owner.
 - B. **Early Termination:** The revocation by Owner of Guests' permission to Occupy a Site. Owners shall have the right to exercise Early Termination if a) any Site Fee or other financial obligation of Guest required pursuant to this Agreement is not paid within 15 days of its due date, with Owner having no obligation to provide Notice to Guests of said Early Termination; or b) Guest is in violation of any other terms or provisions of this Agreement, for more than 15 days after Owner has provided Notice to Guests to cure the violation.
 - C. **Guests:** The person who signs this Agreement and the other persons who are named in the Agreement.
 - D. **Notice:** To inform Guests of a fact or condition related to this Agreement, Notice is given under this Agreement by informing any of the adult Guests of a

fact or condition, except that Notice of Early Termination shall be given in writing. If no adult Guests are present at the Unit, it is sufficient under this Agreement to place the Notice on the Unit. Notice may also be given by US Mail, addressed to the Guests at the address set forth in this Agreement. Notice to the Oaks must be given either to the person in charge at Oaks's office, or by mailing Notice to: Escape Tampa, 1740 20 ½ St. Rice Lake WI, 54868

- E. Occupy:** The physical presence of the Unit or Guests on the Escape Oaks premises, or Site, whether or not staying overnight.
 - F. Pay:** To satisfy the entire amount owed to the Owner, all obligations being due immediately; if a check or credit card is used, the obligation is not satisfied until the final credit has been given to Owner.
 - G. Rules:** Standards of conduct and expectations are established by Owner to maintain the harmonious and orderly ambience of the Escape Oaks to maximize enjoyment of the Guests, as well as the requirement to behave in an orderly, polite manner which is respected by other Guests. The Rules shall be those set forth herein, and any additional written Rules created by Owner and provided to Guests, either personally or by mail.
 - H. Site:** The area of land identified by the Oaks which the Guests occupy during the Period.
 - I. Unit:** A recreational vehicle which is placed on the Site for use by Guests.
- 10. Owner's Obligations.** Owner's goal is to see that all Guests are provided the occupancy and amenities offered by Escape Oaks. In doing so, Owner will provide the following to Guests, in terms of services and amenities:
- a) Site. The Owner will allow the Guests the quiet and unimpeded use of the Site for lawful purposes consistent with the Oaks's rules.
 - b) Common Features and Attractions. The Owner will allow the Guests to use common features and attractions of Escape Oaks which are shared with all other Guests. Because of varying numbers of Guests, maintenance requirements and weather, there is no guarantee of availability of any common features or attractions.
 - c) Maintenance. Owner shall maintain and repair pathways, roads and be responsible for lawn mowing and ground maintenance.

- d) Services. To provide an electric hookup (but not pay for the utility charge), water hookup, direct sewer connection to the Unit, garbage collection, and mailboxes (located at the entrance of Escape Oaks).

11. Guests Obligations. General Obligations. The Guests will use the Site and conduct themselves in a manner which is safe, orderly, lawful, sanitary, clean and respectful of the rights of other Guests, and of the Owner's property and property of other Guests and in keeping with the peaceful nature of the Escape Oaks.

In addition to this General Obligation, Guests must do all of the following:

- a. Pay all deposits, fees and charges when due.
- b. Assure that all obligations of this Agreement are understood and complied with by all Guests and their invitees, including any minor children that may be allowed at Escape Oaks. When minor children are allowed, the adult Guests shall monitor and supervise all minor Guests or invitees to assure that the minor children abide by the requirements of this Agreement.
- c. Guests shall maintain, fire, wind and other hazard insurance coverage on their personal property located on the Site, and on Guest's Unit. The insurance policy must provide coverage for the Guests' acts or omissions related to the Oaks and Site. The Guests shall provide a copy of the insurance policies' Declaration pages to the Oaks, upon request.
- d. The Guests shall maintain the Unit according to the manufacturer's recommendations.
- e. The Guests shall obey all signs and signals at the Escape Oaks.
- f. In order to provide a peaceful and orderly environment, Guests shall have no more than two invitees upon the premises, unless approved, in advance, by Owner.
- g. No more than one small, well-behaved pet is allowed per Unit at any time.
- h. Boats, ATVs, jet-skis, watercrafts of any kind, any other recreational vehicles, trailers, and trucks (over 3/4 ton) are not allowed upon the Escape Oaks premises and may not be stored upon the Escape Oaks premises.
- i. No changes to the exterior of the Unit shall be made which are not compatible with the existing ambiance and environment of Escape Oaks. Any significant change to the exterior appearance or color of the Unit shall require the prior written approval of Owner.
- j. Guests and their invitees are strictly prohibited from having any guns or weapons at the Escape Oaks, except for law enforcement officers or person/s possessing a

valid carry permit. There shall be no hunting or baiting of wildlife on the Escape Oaks property.

- k. By signing this Agreement, the Guests acknowledge that the Guests have been given a copy of any Rules. The Guests also agree that the Guests have had the opportunity to inspect the Site and accept the same in its current condition. The Guest represent and warrant that the information provided by the Guests is correct.
- l. The Guests agree to abide by and follow all applicable state laws, rules and ordinances, as well as all of the terms and provisions of this Agreement, and the Rules enacted by Owner. A copy of the rules and regulations for the management of the facility are posted in the facility's office. A current copy of Chapter 513 Florida Statutes (Mobile Home and Recreational Vehicle Parks) is available in the facility's office for public inspection.
- m. **Reimbursement of Oaks for Losses Caused by Guests.** In the event any act or omission of the Guests, or invitees of the Guests, cause the Owner to incur damage or pay damages to any other person or party, the Guests shall reimburse the Owner for those damages.
- n. **Renewal Clause.** This Agreement shall automatically renew for an additional 1-yr period unless either party, at least sixty (60) days before the termination date, provides written Notice to the other party, of that party's intention not to renew the term of this Agreement. Upon automatic renewal Owner shall have the right to increase the Site fee, upon written notice to the Guests provided the annual increase does not exceed 5%.
- o. **Termination of Agreement.** On or before expiration or earlier termination of this Agreement, the Guests shall remove the Unit from Escape Oaks, quietly and peacefully. The Guests are responsible for removing the Unit with appropriate care of the Site, and to restore the Site to its original condition, reasonable wear and tear excepted. Upon removal of the Unit, Guests shall pay and be liable to Owner for any costs incurred in restoring and replacing landscaping adjacent to the Site, which Guests acknowledge may be costly. At the time of removal of the Unit, Guests shall leave at Escape Oaks, in good condition, the deck located adjacent to the Unit, which Guests acknowledge is the property of the Owner. In the event Guests or their invitees violate any term of this Agreement or Rules, Owner reserves the right to terminate this Agreement upon five (5) days' written notice to Guests. In that event, Guests shall remove the Unit from the Oaks premises within ten (10) days of the written notice and cease from occupying the Unit and being on Oaks premises. If this Agreement is terminated early due to the actions of the Guests, or Guests' invitees, Guests have no right to a refund for any payments made pursuant to Section 6.

- p. **Removal of Units.** If Guests fail to remove a Unit as required by this Agreement, the Guests acknowledge that the Owner has the right to remove the Unit. The Owner will attempt, before removing the Unit, to notify the Guests and provide the Guests five (5) days' notice to remove the Unit. If the Owner removes the Unit, it will place the Unit in storage, and is not responsible for the condition of the Unit. The Guests acknowledge that the Owner is not responsible for damage to the Unit caused by its removal from the Site. The Guests shall pay the Owner's actual expenses to remove the Unit, and actual expenses incurred for storing the unit, until Guests remove the Unit from storage.
- q. **Option to Resort to Eviction Proceedings.** Since this Agreement constitutes a license for the use of the Assigned Site, Owner, upon termination of this Agreement, may utilize the remedies set forth in Section 15 without resorting to judicial proceedings. Owner, may, however, for Guests who are not Transient Guests, as defined in Section 513.01(12), Florida Statutes, utilize the eviction procedures set forth in Part II of Chapter 83, Florida Statutes.
- r. **No Transfers or Assignments of Agreement.** This Agreement is solely between the Guests and the Owner. The Guests may not transfer this Agreement to any other person or persons or assign the Guests' obligations to any other person. The sale or repossession Unit shall result in Early Termination, and removal of the Unit, unless the Owner agrees, in its sole discretion, to enter into an Agreement with the new unit owner.
- s. **Prohibition Against Rental or Subletting of Unit Utilizing Site.** Except as set forth herein, Guests shall not rent or sublet the Unit occupying the Site. Guests may rent to third parties, provided the rental is for a term of 270 days or more. In that event, all rentals of the Unit shall comply with the terms and provisions of this Agreement, including compliance with all Escape Oaks Rules. Any sub-tenant shall acknowledge written receipt of a copy of this Agreement and the Rules, and sub-tenant's acknowledgement and agreement to comply with all terms and provisions of the Agreement and Rules. Guests who rent or sublet their Unit as allowed in this section shall be solely responsible for the collection, reporting and remittance of any sales tax, surtax and transient rental tax that may due and payable. The prohibition against rentals contained in this paragraph 18 shall not apply to Units owned by Owner, who may enter into short term rental agreements with prospective purchasers of Units.
- t. **General Terms and Conditions.** Owner shall not be deemed to have waived any requirement of this Agreement by failing to enforce terms of the Agreement, unless such waiver by Owner is in writing. This Agreement, together with the Rules adopted by Owner, are the contract between the Owner and the Guests. No oral modifications of this Agreement shall be valid. If any provision of this Agreement is invalidated by any law or court order, the remaining portion of the Agreement shall continue to apply. This Agreement is controlled by Florida law. All disputes involving the Agreement are to be resolved in the court having appropriate jurisdiction in Hillsborough County, Florida. Any discussions,

questions or modifications of the terms and conditions of the Guests admission to Escape Oaks have been integrated into this Agreement.

The undersigned Guests agree to the conditions and provisions of this Agreement and agree to comply with them. The Guests further agree that they will inform any minor children who may be allowed at the Oaks, and our invitees, of the requirements of this Agreement, and be responsible for their behavior and demeanor at the Oaks.

DATED: _____

GUESTS:

ESCAPE TAMPA, LLC:

By: _____
Its: _____

GUESTS IDENTIFYING INFORMATION

NAMES AND ADDRESSES OF THE GUESTS:

ADULTS: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

NOTE: Minors shall not be allowed as Guests, without the express consent of Oaks, and in that event, the name and relationship of the minor or minors shall be appended to this Agreement.

GUESTS' CONTACT INFORMATION:

Home Phone: _____

Cell Phone(s): _____

Work Phone(s): _____

Email(s): _____

PERSON TO CONTACT IN EMERGENCY:

Name: _____

Relationship: _____

Phone/Contact Information: _____

NAME OF LIABILITY AND PROPERTY INSURANCE CARRIER:

INFORMATION ABOUT THE UNIT:

MANUFACTURER: ESCAPE RV

YEAR: _____ MODEL: _____

VIN / CHASSIS#: _____