

LETRIANON RESORT REGISTRATION AGREEMENT

Senior/Retiree Seasonal Plan

5845 WEST HIGHWAY 20
UKIAH, CA 95482
707-275-2262

591 REDWOOD HIGHWAY
MILL VALLEY, CA 94941
415-388-0500

This Registration Agreement is made _____, 201_, between **LE TRIANON RESORT**, herein referred to as "Resort", and those individuals listed below here in referred to as "Occupant".

NAME: _____ **AGE:** _____

NAME: _____ **AGE:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP** _____

HOME PHONE: _____ **WORK PHONE:** _____

E MAIL ADDRESS(ES) _____

TERM: **1 YEAR – See paragraph 1 of General Terms and Conditions**

The term must start at the beginning of the month. If this agreement is signed after the first of the month, rent for that month will be pro-rated based on a 30 day month and the term will start at the beginning of the next month.

Term Commences: _____

Initials: _____

RENT: **\$ 4,120.00 Annually**
\$ 343.33 Monthly

SITE: **LOT #** _____

ISSUED CARD NOS: _____

Senior/Retiree Seasonal Plan

Eligible family members are defined either as the head of household and spouse, or, two unmarried adults living in the same household, each defined as head of household, provided both parties are registered and signed on this agreement and proof is given that they reside at the same address as a permanent place of residence.

To qualify for this category, one or both individuals must be at least 62 years of age or disabled or permanently retired. Those individuals that are disabled or permanently retired may have part time jobs provided that the hours worked are less than those which would disqualify that person(s) for the retirement or disability benefit. Documentation may be required.

Unless a guest has been provided with a free guest pass, as provided for in the Rules and Regulations, all other visitors/guests of a registered Senior/Retiree Seasonal will be charged the applicable rate.

AGREEMENT

In consideration of the mutual premises contained herein, it is agreed as follows:

Resort hereby rents to Occupant, and Occupant hereby rents from Resort, for the purpose of parking a recreational vehicle, **license no** _____ **on Lot No** _____ at Le Trianon Resort, 5845 West Highway 20, Ukiah, County of Lake, California, for the Term and for the Rent set forth above, and upon the General Terms and Conditions and subject to the Site Rules and Regulations set forth below.

LETRIANON RESORT:

SEASONAL OCCUPANT:

BY: _____

DATED: _____

DATED: _____

General Terms and Conditions

1. Renewal of Term; Rent Applicable to Renewal Periods, Termination terms

Neither Resort nor Occupant shall be under any obligation to renew this Registration Agreement or otherwise extend occupancy beyond the term stated herein.

Resort may set rent for the year following the then current term in any amount it chooses, by giving notice of the proposed new rent ("Notice") no later than 90 days prior to end of the then current Term. Occupant shall accept the new rent in writing within 30 days of Resort's Notice, in which case this Registration Agreement will be renewed for one year and with the new rent as set out in the Notice; if Occupant fails to timely accept the new rent in writing, the then term will not be renewed and considered terminated and if Occupant does not vacate the Resort site as of the termination date, Occupant will be considered in a holdover period with rent due at 125% of the then current rate.

In the event Resort does not provide a Notice of new rent, this Registration Agreement shall be automatically renewed for a one year term, upon the last day of each Term of this Agreement, unless notice of non-renewal is provided by either party to the other no later than 60 days prior to end of the then current Term. Rent during any automatically renewed term shall increase 3% over the rent then in effect during the then expiring Term.

Either party can give its Notice of Non-Renewal no later than 60 days prior to end of the then current Term. In the event of any such Notice, by either party, Occupant shall remove all Occupant's personal property before the then current termination date.

Any holdover after Termination will be expressly at suffrage, with rent payable for each month during any such period equal to 125% of the last monthly rent. Said rents shall continue monthly and Occupant shall be responsible for such monthly rents, until such time as Occupant has completely vacated the Resort, or Resort, by lawful process, has removed all occupant's personal property from the Resort.

Upon termination of seasonal occupancy at the Resort, whether voluntarily or involuntarily, occupant shall be responsible to remove and dispose of all personal belongings from the site including but not limited to all ground debris, carpeting, broken outdoor furniture, old bicycles, sheds, refrigerator, decks, built in fire pits, and indoor/outdoor carpeting. This is effective whether the site was purchased from a prior seasonal as an "existing set up site" or a new site was set up upon commencement of your occupancy.

2. Payment of Rent

Rent is due on the first of every month and delinquent if not received by the 15th of each month, at resort's mailing address: Le Trianon Resort, **C/O HOFFMAN DEVELOPMENT** 591 Redwood Highway, Suite 5000, Mill Valley, CA 94941.

3. Late Charge

\$25.00 is charged on all rents not received by the 15th of each month.

4. NSF Charge

\$25.00 charged on all returned checks. Checks returned by tendering a bad check constitute non-payment of rent and will result in the NSF charge and a late charge.

5. Boat Docking Fees

Pontoon \$1000/SEASON;

Other Boats: \$500/SEASON;

Daily Dock fees: \$10.00 (additional charges if boat docked overnight)

6. Gate Access Cards

Each occupant shall receive two gate access cards.

Additional cards are available for a charge of \$50.00 per card.

A replacement fee of \$50.00 will be charged for each lost, stolen, or broken card.

Access cards are not transferable and not for the use of Guests. Cards found to be in the possession of unauthorized individuals will be confiscated and not be returned, and/or access at the gate terminal will be terminated.

All cards must be turned into the Resort upon vacating or selling your Registration Agreement to another party.

7. RESORT SEASON:

OPEN APRIL 1ST TO OCTOBER 31ST

Resort open daily for full use.

Facilities available: Water, electricity, trash collection, community bathrooms, Honey Wagon, bagged leaf pick up and the office.

Snack Bar: Open Last Week of June through Labor Day weekend,
Saturday and Sunday.

Grocery Store Hours, Memorial Day through Labor Day: 9-5 daily.

RESORT CLOSED NOVEMBER 1ST TO MARCH 31ST

No facilities available.

No occupancy allowed. Any admittance to the resort is by appointment only. Call 707.275.2041 to make an appointment.

Nothing in this Registration Agreement (or otherwise) shall entitle or permit occupancy or use of the Resort's facilities, or access to the Lot number designated herein, between November 1st and March 31st, it being expressly understood and agreed that the Resort is closed during that period, and that Occupant's sole rights during that period are for storage of (but not access to) Occupant's RV and personal property. It is further expressly understood and agreed that the Resort permits no residency and no continuous occupancy beyond the seven months during which it remains open, the facility being open for seasonal and recreational enjoyment only.

8. NO ASSIGNMENT

Occupant(s) shall not be entitled, to assign or sublet any rights in or under this Registration Agreement, and any attempt to do so will be constitute a default by occupant.

Resort may at its sole and absolute discretion refuse to consent to any assignment.

Without limiting the generality of the foregoing, no assignment will be approved in which continued storage of an RV older than a 2010 model and no assignment will be approved without an inspection of the site and the RV (if the new proposed occupant intends to retain the Occupant's RV), and a determination that there then exist no uncorrected violations.

RV 2010 or older models: **Resort management reserves the right to inspect and to allow or disallow a 2010 or older model to remain on the Resort grounds.**

9. DEFAULT

A defaulting occupant's recreational vehicle may be removed without a judicial hearing after the service of a 72-hour notice pursuant to Civil Code Section 799.38, and Resort shall be entitled to all remedies available under Law.

10. INDEMNIFICATION

Resort shall not be liable to Occupant except for Resort's gross negligence, and Occupant hereby waives all claims against Resort for, and agrees to hold Resort harmless from, any injury or damage to Occupant or to any unregistered person(s) invited by Occupant onto or property in or about the premises, by or from any and all costs, expenses, claims, demands, obligations, and liabilities, cause or causes of actions by Occupant and/or any unregistered persons, by reason or in connection with the condition of, state of repair or use of the premises or appurtenances thereto, including, but not limited to, all roads, walks, piers, floats, boats, decks, and buildings.

Occupant's agreement to hold Resort harmless shall include Occupant's obligation to pay Resort reasonable attorney's fees and costs, including damages, incurred in connection with the settlement, trial, appeal or any such matter wherein Resort must defend against any such claim, demand or cause of action. There shall expressly be no waiver of subrogation, and each party's insurance carrier shall be entitled to pursue by subrogation claims of their insured, if any, as against the other party.

Initial _____

11. PREVAILING PARTY'S ATTORNEYS' FEES AND COSTS

If any legal action is necessitated arising out of the terms of this Agreement or Occupants use of the Resort, the losing party will pay to the prevailing party the prevailing party's court costs and attorney's fees incurred therein

12. INCORPORATION OF RULES AND REGULATIONS

Occupant agrees to comply with Resort's Rules and Regulations and General Terms and Conditions, as set forth in this registration agreement and as may reasonably be adopted by Resort to promote the safe and enjoyable environment at the Resort facilities.

LETRIANON RESORT:

SEASONAL OCCUPANT:

BY:

OCCUPANT

OCCUPANT

DATED: _____

DATED: _____

SITE RULES AND REGULATIONS

1.

A. SITE IN GENERAL:

- i. Each campsite shall be limited to 1000 square feet.
- ii. Each lot/campsite is allowed only one motor home or recreational vehicle plus a maximum of two (2) tents not larger than 10' x 10' Exception: Self propelled RV's or trucks mounted with campers may be parked beside the motor home or recreational vehicle when used as a means of transportation and may not be occupied or connected to the utilities.
- iii. Only travel trailers, recreational vehicles, motor homes, tents and campers on trucks will be permitted.
- iv. A 32 foot maximum length shall apply (including hitch). No motor home or recreational vehicle shall be within 3 feet of the lot line
- v. End of Season closing procedure: Disconnect electricity, propane tanks, water supply and battery(ies). After disconnects have been completed a walk-through of the site done with either the manager or assistant manager needs to be done prior to occupant leaving the Resort at the end of the season.
- vi. Access to site: Onsite management needs access to all sites in case of emergencies and for safety and security reasons. Seasonal Occupant shall deposit a key or current access information with onsite management. Management will not be responsible for any damage that is caused by emergency access if no key has been deposited with management.

B. PERMITTED WITHIN SITE.

- i. A maximum of one portable storage shed not to exceed 100 square feet shall be allowed for storage purposes only.
- ii. Awnings must be seasonally removable. The height of an awning may not extend above the height of the motor home or recreational vehicle.
- iii. All ground covering must be of materials approved by Resort Management.
- iv. No permanent decks allowed. Decks shall
be easily moved
be no wider than 8 feet
not be attached to the ground
not exceed the length of the RV.

- v. All refrigerators must be stored in approved storage sheds as defined above. Freezers are not allowed unless integrated with the refrigerator unit. All refrigerators must conform to the latest safety and energy requirements. Refrigerators must be rated energy efficient, 2000 models or newer. Refrigerators must have current codes for the electrical connections in the storage facility. Resort management has schematics of the State approved wiring from the box to the storage unit. REFRIGERATORS CANNOT BE PLUGGED INTO ELECTRICAL EXTENSION CORDS.
- vi. Air conditioners cannot be left running in the absence of Occupant or an authorized Guest of Occupant being present at the Resort. Resort personnel are allowed to disconnect electrical service to the site if a unit is found running without someone being present after a 12 hour period.
- vii. All fencing must be maintained in good order and condition. Only 1 x wood and other materials approved by the resort may be used. BAMBOO FENCING IS EXPRESSLY PROHIBITED. Any fencing constructed or repaired after the date of this agreement is limited to a maximum of 4 feet in height to provide Resort staff visual access for any maintenance and repair issues, water leaks, broken branches, electrical problems and security checks. Maintenance of fences is the responsibility of the current seasonal occupant(s). Installed fences become the property of Le Trianon Resort, and upon the vacating of a site by the current seasonal occupant, Resort Management shall have the option (1) to have the current occupant remove the existing fence or (2) retain fence as Resort property.
- viii. Only UL exterior LED rated mini string lights and extension cords are allowed for outside use. Each site is allowed a maximum of 100 feet of UL approved LED exterior outdoor mini lights. NO FLOOD LIGHTS ALLOWED. All outdoor lighting, extension cords (outdoor extension cords only can be used) and power strips must be of a temporary nature and are required to be taken down and stored at the end of each season. Use of extension cords placed under indoor/outdoor carpet, flooring and ground cover of any kind is strictly prohibited. No light strings, electrical extension cords or electrical appliances or items of any kind are allowed in trees, bushes, or shrubs.

Absolutely no interior/exterior lights or appliances are allowed to be left on timers without the Seasonal Occupant being present on the Resort Grounds.
- ix. Each site shall use no more than one (1) power supply. All power supply cords shall utilize a cord tested for motor homes or recreational vehicle use. No alterations to the Resort utility lines, breakers or electrical receptacles may be made under any circumstances. No enclosures may be constructed on or around the power poles or breaker boxes. Violations shall be considered grounds for immediate termination of seasonal occupancy.

- x. Plumbing connections between the supply and the motor home or recreational vehicle must be of a flexible nature. All drain lines within the motor home or RV and any drain inlet must be gas tight and leak free.
- xi. Hot tubs installed for the private use of Occupant shall be allowed only if the entire space is properly fenced with gate locks and heated by propane gas at the sole expense of Occupant.
- xii. All LP gas vessels must conform to current codes.
- xiii. No more than 2 vehicles at any given time allowed to be parked outside of any site. Excess vehicles must be parked in alternative areas at the Resort. No vehicle shall be parked in such a manner as to obstruct any passage way in the Resort. Emergency vehicles must always be provided with a clear passage throughout the park.
- xiv. Occupancy will be limited to those qualified individuals listed on this agreement. Any person not listed on this agreement will be considered a guest. All guests must be registered with the office upon or prior to arrival. Under no circumstances are more than 6 people, including the registered seasonal, allowed per site per visit.

C. NOT PERMITTED IN SITE:

- i. No permanent structures or carports.
- ii. Outside sinks are strictly prohibited. Dish water from a bowl/tub may be spread throughout the site.
- iii. No mobile homes are permitted.
- iv. No wood/charcoal burning fire pits - only propane fire pits.
- v. Dumping of gray water in site, unless using a Blue Boy. Dumping of gray water in any restrooms located in the Resort is strictly prohibited. (see attached notice). If the occupant of a site is found breaking this rule a second time a notice to immediately vacate the Resort grounds will be served.

D. RESORT PROVIDED SERVICES:

- i. Seasonals and guests are responsible for properly disposing of their garbage and recycle items. Garbage is not allowed to accumulate within the park or sites. Numerous recycle and wet waste receptacles are located throughout the park. Only bagged leaves in yard waste plastic bags that are placed outside site fence will be picked up by resort personnel.

- ii. All recreational vehicles, trailers, and motor homes shall have the drain of the vehicle capped and the gate closed at all times. No sewage disposal shall be permitted on any lot without a drain inlet.
- iii. The Resort provides a weekly honey wagon service for a fee. Appointments for this service need to be scheduled a minimum of 24 hours prior to the scheduled service. The Resort will not provide this service to any vehicles with broken or worn sewer caps or gate valves. Honey Wagon services will be provided after proper repairs have been made.
- iv. Recreational vehicles occupying lots without a drain inlet shall have the drain of the vehicle capped. All vehicle drain lines and containers shall be removed from the ground.

E. GUESTS:

- i. Occupants/seasonals are responsible for communicating Resort rules and regulations to their guests. All Occupants shall ensure that they and their guests shall take or engage in no actions that interfere with the quiet enjoyment of the Resort by other occupants and guests; any breach of this non-disturbance agreement shall be material and shall give rise to immediate termination of this Registration Agreement. Without limiting the generality of the foregoing, no loud noises will be allowed after 10:00 p.m. or before 8:00 a.m. The time period will be extended to 11:00 p.m. for Resort sponsored events.
- ii. Only grandchildren 25 years of age and under visiting registered seasonal occupant grandparents (without parents being present) will be allowed entrance at no charge. All other guests will be charged the current daily rate except as provided below.
- iii. Registered occupant shall not be permitted to have the same guest(s) for a period of single time longer than one week nor more than 4 different times per Resort season. The maximum number of people, including the registered seasonal, per site per visit is six (6).

F. GUEST PASSES AND PRIVILEGES:

- i. Seasonal occupants will receive one free guest pass per season per seasonal site Each pass shall allow from 1 to a maximum of 4 guests per day, per site), for a total of 12 days per season. The passes are non – transferable and non - cumulative from season to season.
- ii. Prior to the arrival of the guests, the registered seasonal shall complete the guest pass information by contacting the office.

- iii. The guest passes are valid for guests who stay with the registered seasonal in their site and only while the registered seasonal is present at the Resort. Guest passes are not valid for use for a separate campsite.
- iv. There will be a 2 day minimum deduction each time the pass is used during the regular season and a 3 day minimum deduction for a 3 day holiday weekend.

G. SITE AND CAMPING PRIVILEGES.

- i. Each Seasonal Occupant may have unaccompanied guests in their site four times per season. Each visit will be limited to seven days with a maximum of six people in attendance at any one time. There will be a fee based on our published camping rates for each night stay. Reservations for your guests must be made 14 days in advance and payment is due at the time the reservation is made and is non-refundable.
- ii. Unaccompanied relatives may camp in a separate campsite using their own equipment without the requirement of a Seasonal Occupant being present. There will be a fee based on our published camping rates for each night stay. Reservations for your guests must be made 14 days in advance and payment is due at the time the reservation is made and is non-refundable. This privilege is limited to a total of 30 days per season and a maximum of 6 guests are permitted in the site at any one time.

H. RESORT RULES AND REGULATIONS:

- i. These Rules and Regulations shall be strictly enforced. Any violation, not immediately cured, may result in the termination of this Agreement and the judicial removal of occupant. Any violation concerning the sewer or electrical regulations may be cause for immediate legal action without the opportunity to cure the violation.
- ii. Resort may adopt and Occupant shall abide by rules reasonably promulgated to implement requirements of any such governmental agency, and any new rules and regulations reasonably required to provide a safe and enjoyable environment at Resort.
- iii. Only dogs owned by registered seasonal occupants are allowed at the Resort. A maximum of 2 dogs per seasonal registration agreement at any given time are allowed. Dogs must be confined to the occupant's lot. All animals must be kept on a leash at all times if the occupant's lot is not completely secure with an approved fencing material. Leashes not to exceed 6 feet in length. **NO DOGS ARE ALLOWED ON THE BEACH OR IN THE BATHROOMS AT ANYTIME.** No unattended animals are permitted. You are required to clean up after your dog. At the sole discretion of the management, any breed of dog which is considered aggressive will not be allowed on the property. Violators will lose

the privilege of bringing a pet the Resort. No Pitbulls, Rottweillers or Dobermans are allowed on the Resort property.

I. PROHIBITED ACTIVITIES:

- i. No gas motor driven bikes or scooters allowed on the grounds at any time.
- ii. No skateboarding is allowed within the Resort Premises at any time.
- iii. Beach space is on a first come first serve basis. At the end of each day all personal items such as floats, chairs, toys, etc., shall be removed from the beach area and stored in seasonal sites. Kayaks and canoes can be stored in the pavilion when the seasonal owners are physically present at the Resort; at all other times they must be stored in seasonal Occupant's site.
- iv. No cabanas shall be left on the beach overnight under any circumstances. Cabanas allowed to be set up only in the designated area as marked on the beaches.
- v. A 5 Mile per hour speed limit-strictly enforced; no one under the age of 12 is allowed to drive a golf cart. A licensed driver must accompany any unlicensed driver, including unlicensed teenagers while operating a cart.

Driving under the influence of alcohol or any other controlled substance is prohibited and will be considered grounds for immediate termination of occupancy.

- vi. A 10:00 p.m. curfew will be enforced. Children under the age of 21 must remain in their campsite after that hour. This time shall be extended to 11:00 p.m. for Resort sponsored events.
- vii. All trash and debris that is generated as a result of setting up, and/or taking down a site or opening up and closing for a season shall be removed at occupant's expense and not deposited in Resort owned containers or anywhere within the confines of the Resort grounds. No debris or building materials may be stored in the individual seasonal sites. Absolutely no refrigerators, appliances, bicycles, bar-b-ques, mattresses or propane tanks are to be discarded in Resort containers or on Resort property. Violators will be fined \$150.00 per occurrence.
- viii. The use of firearms on the property is prohibited.
- ix. Fireworks are strictly prohibited.
- x. Boats must be stored within the confines of the owner's lot from November through March 31. Only one boat per lot is allowed parked next to Occupant's lot from April 1 through October 31.

- xi. All new RVs or Trailers brought onto Resort property by a registered seasonal occupant shall be a 2010 or newer model.
- xii. No vehicle shall be parked in such a manner as to obstruct any passage way in the Resort. Emergency vehicles must always be provided with a clear passage throughout the park.

DATE: NOVEMBER 1990

FROM: COUNTY OF LAKE HEALTH DEPARTMENT, ROGER FOOTE
ENVIRONMENTAL HEALTH SPECIALIST

RE: LeTrianon Resort

The California State Department of Housing and Community Development will not permit drain outlets from the mobile homes in LeTrianon Resort, located on Blue Lake due to the lack of permitted septic or sewage drain inlets available at the facility (Title 25, Sect, 2.060 of the California Code of Regulations. **This means that no portable disposal units may be used for either gray or black waters.**

We are hereby authorizing your park for the use of mobile disposal units (often referred to as "**Blue Boys**") of the proper design and construction for disposing **of GRAY WATER ONLY** (e.g. wash water) but not for human waste. The connection from the mobile home to the portable unit shall be of a diameter not greater than 3/4 of an inch. **USE OF LARGER CONNECTIONS (E.G. THE 3 INCH DIAMETER -LINE) IS STRICTLY PROHIBITED.**

Abuse of this privilege may result in the withdrawal of this permitted use. **The only means of disposal of black water (e.g. human fecal material) is the use of your public toilets, or the dumping facility.**

Pursuant to the Lake County Code (Article III. Sanitary Disposal of Sewage, Sec. 9.17. Declaration and General Provision and Sec. 9.9 Sanitation Permits Lake County Rules and Regulations for onsite Sewage Disposal (1-20 General Standards, Prohibitions and Requirements paragraphs 1 & 2), it is unlawful to dispose of sewage (including gray water) in a manner that would cause a public health hazard, and any method of discharge must be approved by the Environmental Health Department.

Initial _____