

Guest Names: \_\_\_\_\_  
Space Number: \_\_\_\_\_  
Dates of Stay: \_\_\_\_\_  
Check in: \_\_\_\_\_. Check out: \_\_\_\_\_

**RV/Camping Eclipse Park Guest Agreement Terms and Conditions**

**1. Parties/No Tenancy/Checkout.** This RV Park Guest Agreement (“Agreement”) is between City of Dawson Springs and the person(s) identified above (“Guest(s)”). This Agreement does not create a tenancy or residency in favor of Guest. Guest may not check in before the check in time mentioned above and must depart by the checkout time indicated above. If Guest fails to timely depart, City of Dawson Springs may provide Guest one (1) day notice to vacate by posting the same on Guest’s RV or by sending the notice to Guest’s street or email addresses on file. Following the expiration of the one (1) day notice period, City of Dawson Springs 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 City of Dawson Springs may have at law or in equity.

**2. Cancellations/ Refunds.** All reservations made are final.; therefore, no deposit(s) will refunded. Guest may not transfer Guest’s reservation or occupancy of a space to a third party without City of Dawson Springs’s prior written consent given at its discretion.

**3. Liability – Guest.** Guest is responsible, and agrees to indemnify and hold harmless City of Dawson Springs and the RV Park Property Owner (if applicable) for all loss, damage or injury to any person or property caused by Guest or Guest’s guests, visitors, invitees, or pets. Guest specifically acknowledges and agrees that City of Dawson Springs, and all management, officers, members, directors, employees and agents of City of Dawson Springs, 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 City of Dawson Springs. Guest will indemnify and defend City of Dawson Springs, the RV Park Property Owner, and all management, officers, members, directors, employees and agents of City of Dawson Springs, 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, including, without limitation, the claims of any third parties related to death, bodily injury or damage to persons.

**4. Miscellaneous.** 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 provision 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. This Agreement, and all collateral matters relating to this Agreement, will be governed by and construed under the laws of the State of Kentucky 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 the state court located in Hopkins County, Kentucky. In case of necessity of an action at law or equity to remedy any breach under the terms of this Agreement, the party found to be at fault shall pay damages incurred plus reasonable attorney’s fees and court costs, including paralegal fees, necessitated by the enforcement provisions of this Agreement. In the event of a default and at the request of City of Dawson Springs, Guest agrees to immediately vacate the RV Park and to immediately remove his or her RV and personal property. Guest’s failure to comply with any of the terms of this Agreement shall constitute a default of this Agreement, and City of Dawson Springs shall be entitled to all the remedies as set forth herein and as provided by law. No failure or delay by the City of Dawson Springs in exercising any rights, powers or remedies under this Agreement will operate as a waiver of any such right, power or remedy. Time is of the essence regarding the performance of any and all obligations contained hereunder. This Agreement constitutes the entire agreement and understanding between City of Dawson Springs and Guest and supersedes all prior or contemporaneous oral or written agreements and representations between the parties. This Agreement may not be amended, modified or altered except in writing as signed by City of Dawson Springs and Guest. The Guest signing this Agreement represents that he or she has authority to sign on behalf of all occupants of Guests designated RV and acknowledges that this Agreement is enforceable against all occupants of Guest’s RV. Section headings contained in this lease are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

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

Guest signature: \_\_\_\_\_

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

City of Dawson Springs: \_\_\_\_\_