

FOREVER RESORTS



ALASKA

Judd Lake Lodge
Tal Vista Lodge
Talaview Lodge

ARIZONA

Lake Powell Houseboats
Mormon Lake Lodge
Sun Country Marine West
Willow Beach Marina

CALIFORNIA

Delta Houseboat Rentals
Lake Don Pedro Marina
Lake Oroville Marina
Moccasin Point Marina
Pinewood Cove Resort
Pleasure Cove Marina
Trinity Lake Resorts/Marinas

COLORADO

Rocky Mtn. Holiday Inn
Trail Ridge Store

INDIANA

Fun Country Marine

KENTUCKY

Mammoth Cave Hotel

MICHIGAN

Isle Royale Resort

MISSOURI

Lake of the Ozarks Marina

NEVADA

Black Canyon River Trips
Calville Bay Marina
Cottonwood Cove Marina
Lake Mead RV Village

NORTH CAROLINA

Bluff's Lodge
Crabtree Meadows

SOUTH DAKOTA

Badlands Inn
Cedar Pass Lodge

TEXAS

Big Bend/Chisos Lodge
Lake Amistad Marina
Marina at Lake Meredith
Padre Island Park Co.
Southfork Hotel
Southfork Ranch

VIRGINIA

Moby Mill

WASHINGTON

Faithstone Store
Hurricane Ridge
Lake Crescent Lodge

WYOMING

Leeks Marina
Signal Mountain Lodge

July 20, 2005

Pleasure Cove Marina – Bonded Mobile Home Site Rental Customers

Re: Letter of Introduction and Initial Billing Statement

Ladies and Gentlemen:

As most of you are aware, the U. S. Bureau of Reclamation issued a Prospectus for a concession contract at Pleasure Cove Resort on Lake Berryessa to manage and provide commercial public recreation facilities for the Bureau of Reclamation. FOREVER RESORTS submitted a bid package in response to the Prospectus and subsequently was competitively selected to be the concessioner for the term June 2005 through December 2007.

FOREVER RESORTS and its business operations are solely owned by Mr. Rex Maughan. Mr. Maughan and his management team have over 24 years of professional experience in the Recreation Service Industry owning and managing facilities and providing services on public lands. FOREVER RESORTS thoroughly understands how to operate diverse concession operations and has the expertise to provide all types of services. FOREVER RESORTS shares a long successful history of working with and partnering with multiple governmental agencies such as the National Park Service, U. S. Forest Service, State of California, Lake Don Pedro Recreation Agency and other entities who are dedicated to protecting our natural resources while providing visitors with exceptional services and educational experiences that interpret the beauty and history of all areas where we operate. Mr. Maughan owns and operates 39 resort properties in the United States, 19 of which are located in National Park Units. In the State of California our operations consist of six locations which include Lake Don Pedro Marina, Moccasin Point Marina, Lake Oroville, California Delta, Trinity Lake and Pleasure Cove Marina. For more information, we invite you to visit our web-site www.foreverresorts.com

Recently, the Bureau of Reclamation approved a Site Rental Agreement which has been sent to you detailing the terms and conditions of rental. Enclosed with this letter is our initial billing for the mobile home site assigned to you for the months of June and July 2005. We will continue to honor the current approved rate of \$450 per month to the agreement termination date of November 1, 2005.

In closing, I look forward to meeting each of you. In the interim if you have any questions, please feel free to contact me at 707-966-9600.

Sincerely,

Terry Sparkman, CMM
General Manager

Encl

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Fairholme Store
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Lake Crescent Lodge

WYOMING

Locks Marina
Signal Mountain Lodge

July 20, 2005

To: Bonded Mobile Home Site Permittees at Pleasure Cove

Re: Mobile Home Site Rental Agreement

Please find following this cover page the Site Rental Agreement for permittees who have posted the required bond with the U. S. Bureau of Reclamation. We request that you complete the Site Rental Agreement by filling in the information as requested, sign and send the Agreement to the address listed below at your earliest convenience for further processing:

Pleasure Cove Marina
ATTN: Mr. Terry Sparkman
General Manager
6100 State Highway 128
Napa, California 94558-9632

Let me take a moment and address some of the more significant terms and conditions of the agreement:

- The term of the agreement is effective June 1st, 2005 and terminates November 1st, 2005.
- A \$450 security deposit is required upon execution of this agreement.

Upon receipt of the Site Rental Agreement and the \$450 security deposit at Pleasure Cove Marina, we will finalize processing of the Site Rental Agreement and will send back to you a fully executed copy for your retention.

If you have any questions, please feel free to contact me at 480-998-

7199, Ext 4416 (office), or 480-688-3409 (cell phone) or e-mail

tsides@foreverresorts.com or Terry Sparkman at Pleasure Cove Marina,

707-966-9600 or e-mail terrysparkman@earthlink.net

Sincerely,

Terry James Sides
Director of Administration

Encl

Pleasure Cove Marina L.L.C.

6100 State Highway 128
Napa, California 94558-9632
707-966-9600

Site Rental Agreement

This **Site Rental Agreement** is entered into on the ____ day of _____, 20__, by and between **Pleasure Cove Marina L. L. C.**, a California limited liability company, authorized under contract by the U. S. Bureau of Reclamation (Reclamation), hereinafter referred to as "the Concessioner", and _____, hereinafter referred to as "Permittee." This Agreement supersedes all other Agreements, both oral and written.

1. **CONSIDERATION:** In consideration of the sum of Four Hundred Fifty Dollars (\$450.00) per month, payable in advance the first day of each calendar month, the Concessioner agrees to furnish to the Permittee, Mobile Home Site # _____.

a. The rent for the premises shall be payable by the Permittee, to the Concessioner at the following address:

**Pleasure Cove Marina
6100 State Highway 128
Napa, California 94558-9638**

Rent payments forwarded by mail shall not be deemed paid until it is received by the Concessioner.

b. If the Mobile Home Space Rental is not paid within ten (10) days of the first day of the month, a penalty of ten percent (10%) shall be imposed, and shall be payable with the monthly rental, in addition, the Permittee agrees to pay \$25.00 for each dishonored check. The first month's rent shall be payable at the time of execution of this Agreement. Permittee further agrees to pay Concessioner any excise, sales, or privilege tax imposed or levied by any governmental agency upon the Concessioner pursuant to this Agreement.

c. **Additional Charges:** Permittee shall be responsible for his/her metered utilities (specifically gas and electricity), supplied by Concessioner. Permittee is further responsible for paying a monthly service charge for meter reading, billing and meter maintenance. See Paragraph 6 for additional information regarding utilities and responsibility for payment of utility fees.

d. The Concessioner may, increase the site rental fee based on Reclamation approval. Permittee will be given written notification with the increase effective sixty (60) days after written notice is given by the Concessioner to the Permittee.

2. **TERM:** The term of this Agreement shall be month to month commencing on June 1, 2005 and terminating on November 1st, 2005 subject to a notice of termination by the Bureau of Reclamation, Concessioner or Permittee. Permittee must remove the Mobile Home and personal property from the site within fifteen (15) business days after notice. Upon the failure of the Permittee to remove the mobile home and personal property, the Concessioner will arrange for removal of property and the Permittee will be held liable for all costs incidental thereto, including, but not limited to:

Pleasure Cove Marina L.L.C.

6100 State Highway 128
Napa, California 94558-9632
707-966-9600

a. Reasonable rent, not in excess of two (2) times the normal rate charged per day for the site, for the period that the mobile home is within the designated area beyond the term of the Agreement.

b. All hauling, storage and attorney's fees and court costs incidental to the removal of Permittee's property.

3. **USE AND OCCUPANCY:**

a. The site shall be used solely for **Intermittent Recreational and Noncommercial** purposes, occupied only by the Permittee and the other following named occupants:

- 1. _____
- 2. _____

b. **Intermittent Recreational and Noncommercial Use** is defined as a Mobile Home, privately owned, and occupies an approved lot at Pleasure Cove. Permittee cannot occupy the resort premises for more than 90 days continual occupancy without written approval from the Concessioner and Reclamation. Permittees cannot occupy their Mobile Home after November 1st, 2005.

c. The Mobile Home Space shall be used solely as the site for the Mobile Home. Permittee warrants and represents to the Concessioner that the following information is true and accurate with respect to the Mobile Home:

Make of Mobile Home _____

Model of Mobile Home _____

Year of Manufacture _____

Size of Mobile Home (length and width) _____

Serial Number of Mobile Home _____

Name and address of lien holder (if any) _____

d. Permittee agrees to notify Concessioner within ten (10) days of any changes in the above information, the release of any lien on the mobile home, or the creation of a new lien on the mobile home.

e. Use of the Mobile Home for commercial or permanent residential purposes terminates this Agreement. The Permittee hereby attests that the mobile home shall not be used as a residence and that the physical address of their primary residence is:

Pleasure Cove Marina L.L.C.

6100 State Highway 128
Napa, California 94558-9632
707-966-9600

Street address _____
City _____ State _____ Zip _____
Telephone Number _____
Mailing Address (if different than street address) _____
Emergency Contact Number _____
E-mail address: _____

- f. No one may occupy the Premises as "caretakers." No other person(s) may occupy the Premises, unless the Permittee is in occupancy.
4. **DEPOSIT:** Contemporaneously with the execution of the Agreement, Permittee has deposited with the Concessioner the sum of Four Hundred Fifty Dollars (\$450) as a security deposit for the Permittees full performance of all the terms, covenants and conditions of this Agreement. The Security Deposit will be refunded to Permittee after November 1st, 2005 or removal of mobile home or upon the termination of this Agreement, provided the Permittee has fully complied with all the terms of the Agreement. Concessioner may use from the deposit such amounts as is reasonable and necessary to remedy the Permittee's defaults in payment of rent, to repair damage caused by the Permittee, and to clean the space. The security deposit or remaining balance thereof shall be mailed to Permittee within thirty (30) days after any of the actions listed above.
5. **ASSIGNMENT:** No right of the Permittee under this Agreement may be assigned, nor shall any portion of the Premises be sublet in any fashion.
6. **UTILITIES:**
- a. Concessioner agrees to supply the premises with electric, water and sewer hookup facilities and to be responsible for seeing that these hookups are in operating condition to the point of the site connection.
- b. Permittee shall be responsible for providing approved types of connections to hookup utilities to the mobile home site. Electrical connections to the meters shall be of adequate size and shall be properly grounded and weatherproofed. Permittee shall be responsible for all lines from the point of connection at the site, inclusive of all utility lines within the mobile home. Responsibility for payment of utilities shall be as follows:
- | | |
|--------------|---|
| Water: | Provided by Concessioner |
| Sewer: | Provided by Concessioner |
| Garbage: | Provided by Concessioner |
| Electricity: | Payable by Permittee to Concessioner if provided by Concessioner. |
7. **SET-UP REQUIREMENTS:** Tie downs are required on all mobile homes in accordance with federal, state and local requirements, and must be installed prior to unit being occupied. The Concessioner has the right to require Permittee to install additional reinforcements if necessary.

Pleasure Cove Marina L.L.C.

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8. **SITE IMPROVEMENTS:** Any improvements to the site, including landscaping and exterior work on the mobile home, must be submitted to the Concessioner in writing, for approval **prior** to installation. A scale drawing of the requested improvement, itemization of materials to be used, and a completion date must be included in the submittal. Improvement(s) shall be installed/constructed as approved in writing.
9. **DEFAULT:** It is expressly agreed that, if default is made in payment of the rent, in any of the terms; conditions and covenants to be kept, in any of the rules or regulations now, or hereafter established, or if the Premises are deserted or vacated, it shall be the right of the Concessioner to exercise any and all right and remedies available at law or in equity. In the event of default, and any suit or judgment, the prevailing party shall be entitled to attorney's fees.
10. **HOLD HARMLESS:** The Concessioner is not considered to be an insurer of, or responsible for, the property or person of the Permittee, other occupants, or guests. The Agreement is for the use of the space only. Concessioner shall not be held responsible for the safety, care, custody; control or protection of the mobile home or personal property. It is expressly agreed that the Permittee shall carry liability insurance against the hazards of injury to others and to property. Reclamation and the Concessioner have the right to enter the Mobile Home site for compliance with any provision of this Agreement. The Concessioner and Reclamation may enter a mobile home without the prior written consent of the Permittee in case of an emergency or when the Permittee has abandoned the Mobile Home. The Permittee agrees to hold harmless the Concessioner and the United States Government for damage or loss to the mobile home or personal property whether by fire, theft, collision, or by acts of God.
11. **CONDUCT:** The Permittee agrees that his/her conduct and that of other occupants and guests shall not be disorderly, boisterous or unlawful. No one shall infringe upon the rights or disturb the comforts or conveniences of another person in the Resort Area. Concessioner may regulate, limit or prohibit: motorcycles, bicycles, tricycles, skateboards, golf carts and inoperative vehicles. The Permittee shall NOT engage in any business or commercial enterprise whatsoever at any place within the Resort Area during the term of this Agreement.
12. **PETS:** Pets are permitted; however, they must be confined or leashed at all times. Tenant shall adhere to the Resort Area Pet Policy. The Concessioner may order the removal of a pet from the Resort Area if, in the Concessioner's opinion, such removal is necessary for the orderly and peaceful operation of the Resort Area.
13. **MAINTENANCE AND UPKEEP:** Permittee is responsible to maintain his/her Mobile Home and site in a neat and orderly condition subject to the U. S. Bureau of Reclamation, Lake Berryessa Operational Policy Number 12, Site Improvements and Building Permits and Operational Policy Number 14 Long Term Recreational Site Permit Management and Administration, specifically Attachment Number 1.
14. **SALE OF PERSONAL PROPERTY AND SIGNS:** The sale of personal property by anyone other than the concessioner is prohibited. Signs that indicate that something is "For Sale" is strictly prohibited.
15. **ILLEGAL USE:** Permittee shall not use the premises in violation of any applicable Policies or Standards.

Pleasure Cove Marina L.L.C.

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- 16. **ACKNOWLEDGMENT:** Permittee(s) acknowledge(s) by signing below that he/she has read the full text of this **Site Rental Agreement**, and that he/she has received a copy of all applicable U. S. Bureau of Reclamation, Lake Berryessa Agency Operational Policies. The Permittees and all guests shall comply with all written rules Agreement. All written rules and regulations may be changed and will take effect after a thirty-day (30) notice in writing.

Pleasure Cove Marina, L.L.C.

PERMITTEE:

By: _____
Title: **Authorized Agent**

PERMITTEE:
