

INDIAN ROCKS TRAVEL PARK

Park Guidelines

Welcome to Indian Rocks RV Park

It is our desire to make your stay at Indian Rocks RV Park the best that it can be and to achieve the highest standards possible by providing a well maintained and enjoyable environment for all our Guests. Our Guidelines are in place to set the tone for your stay and to ensure a harmonious atmosphere for all. If at any time you have a question or concern about the Guidelines or the actions of others, please address it with Management. Please know that we take violations seriously and will be actively enforcing the guidelines, so your attention to them is greatly appreciated!

**PLEASE READ ALL THE GUIDELINES THOROUGHLY
SIGN AND RETURN LAST PAGE TO FRONT OFFICE**

Check-In Time: 12:00pm-3:00pm

Check-Out Time: 11:00AM

Quiet Hours: 10:00PM - 8:00AM

Excessive noise or inconsiderate behavior will result in removal from the Park without refund. Management reserves the right to address any issues not included in our Guidelines.

**Office Hours:
Monday-Friday: 8:00AM - 3:00PM**

Office Phone: 727-595-2228

AFTER HOURS EMERGENCY, PLEASE CONTACT 813-789-3925

REGISTRATION:

- Upon arrival, all guests ***MUST*** stop to Check-in at the OFFICE
- **Late arrivals**: For arrivals after 3:00pm, please call the Office at 727-595-2228 before 3 PM to make arrangements. Drive ups without reservations are ***NOT*** permitted after normal business hours.
- Upon arrival and setup in your assigned site, please complete your check-in at the office.

DEPOSITS AND CANCELLATION POLICY:

- Rates are subject to change and are based on a one or two person occupancy per site. There will be a \$20 per person, per night charge for additional guests ages 18+.
- All Reservations require a deposit to hold the reservation.
 - For all stays of 30 days or longer a one month deposit is required at the time of booking.
 - For all stays less than 30 days payment in full is required upon booking.

Cancellation Policy

- Stays of 1 month or more:
 - If canceled 60 days prior to arrival date, \$500 cancellation fee will be applied
 - If canceled less than 60 days prior to arrival date, the total deposit amount will be forfeited.
 - No shows will result in the forfeiture of the entire deposit or payment amount.
 - No refunds will be given for shortened length of stay.
 - Including February which is considered a full month at 28/29 days
- Stays of less than 1 month:
 - If canceled 72 hours prior to arrival date, payment will be refunded in full.
 - If cancellation occurs less than 72 hours prior to arrival date, the total payment amount will be forfeited.
 - No shows will result in the forfeiture of the entire deposit or payment amount.
 - No refunds will be given for shortened length of stay.

- **Changes made to an existing seasonal stay upon arrival will forfeit their deposit equal to one month's stay and be financially responsible to pay the stay in full.**

All payments **MUST** be made in **U.S.** funds. Returned checks will result in a \$50 returned check fee.

- Monthly payments are accepted on annual stays only.
- There are no weather-related refunds except in the event of a State Mandated Evacuation. **See Disaster/Emergency Relief Plan of Action.**

RESERVATIONS:

- **Site Reservations** are for a specific site. We accept all site requests; however, ***we do not guarantee site numbers***. We do our best to accommodate requests based on availability and length of stay. The office assigns the sites, and longer stays have priority. The Park will not relocate another reservation site assignment simply because that guest has not yet arrived. Management reserves the right to

change your site number at any time, for any reason.

- **Check-in time is 12:00pm to 3:00pm:** If you arrive early, keep in mind that your site may not be ready. Early Check-ins will be accommodated if possible.
- **Departure time is 11:00 am:** Late departure requires Office approval with a minimum of 24-hour notice. Late departures will be accommodated if possible.
- **Electric** – Each site is equipped with 30 or 50, amp electric service and meter. Electric service will be billed for any monthly stays.
- **Utilities-** Water and sewer are included in your rate. Cable and internet may be obtained directly from Spectrum.

General Guidelines

Indian Rocks RV Park is a 55 and up Park

Children under the age of 18 must be accompanied by the registered guest at all times.

- Tents, Pop-Up Campers, Truck Campers, Unconventional or Modified RVs are not permitted within the Park.
- Clotheslines on sites are not permitted in the Park.
- RVs or trailers with any promotional or political affiliation displayed, including but not limited to wraps, flags and/or signs are not permitted.
- Parking is limited to **one vehicle per site** and must be parked on the designated area of your site. Parking on vacant sites is prohibited. Parking on concrete pads is prohibited.
- RVs and sites are to be kept in good condition by the guest and maintained to the standards of the Park.
- Mobile wash vendors must be self contained. Washing of personal vehicles is prohibited.
- All RVs should have jack pads under the jacks.
- Golf Carts, Scooters, Motorcycles are not allowed and Automobiles must be operated by licensed drivers only.
- **Speed Limit is 10 mph** throughout the Park. Traffic rules and **STOP** signs must be adhered to by all vehicles, bikes and pedestrians, for the safety of all guests.
- Vehicle Repair and maintenance is prohibited on site, with the exception of changing a flat tire or necessary work done by a qualified Mobile RV Service.
- Bicycles ridden after dark must have proper lighting.
- Bicycles and any kind of wheeled vehicle are only permitted to be operated on paved roads. All Vehicles including RVs, trailers, and cars/trucks, must have valid tag registration and must be insured at all times while in the Park. (Ask your insurance agent for a plain liability policy).
- Off Road, ATV or Side by Side vehicles are prohibited.
- Smoking of cigarettes, vapes, cigars allowed at your site only.
- Fire pits of any kind are not permitted in the Park.
- Political Signs and Flags are Prohibited
- Possession or discharge of firearms or fireworks is strictly forbidden within the Park and is grounds for immediate removal without any refund for early departure.
- Subletting of sites or units is strictly prohibited.
- Boats and boat trailers are not permitted on sites. Kayaks may be stored behind and underneath your unit.
- Pets of any kind are not allowed.
 - The only exception to this rule are “Service Animals” as defined by the

ADA. The ADA (The Americans with Disability Act) defines a service animal as any guide dog, signal dog, or other animal professionally trained to provide assistance to an individual with a disability. The federal rules are explained below:

“The rule defines “service animal” as a dog that has been individually trained to do work or perform tasks for the benefit of an individual with a disability. The rule states that other animals, whether wild or domestic, do not qualify as service animals. Dogs that are not trained to perform tasks that mitigate the effects of a disability, including dogs that are used purely for emotional support, are not service animals.”

REGISTERED SERVICE ANIMALS MUST BE REGISTERED AND IDENTIFIABLE WITH A SERVICE VEST.

RV AND SITE MAINTENANCE

- RV's are to be kept in good condition and maintained to the standards of the Park. The RV owner is responsible for the general upkeep and the tidiness around their assigned site. If the site does not meet the standards of the Park in terms of condition, Management reserves the right to send violations and/or end a guest's stay at any time for violations.
- RV's must be in good condition, running and or driving and in accordance with Indian Rocks RV Park's requirements, subject to Management's discretion.
- Exteriors must be kept clean at all times, with no tarps or unsightly window coverings like aluminum foil, broken blinds, sheets, blankets, or towels.
- Roofs, siding, doors, windows, skirting and steps must be kept clean and in good condition, free of dirt and mold.
- Tow trailers, cargo trailers and lawn trailers are not permitted to be parked on sites.
- Electrical pedestals may not be altered in any way.
- Appliances such as washers/dryers and refrigerators are not permitted outside your RV.
- All waste must be properly disposed of into our sewer system through a sewer attachment. Sewer hose donuts are required.

SITE ALTERATIONS

- **Sheds are permitted on Annual sites only.** They may be no larger than 8 X 10
- Only 1 shed per site is permitted. Deck boxes are allowed behind your unit. An exterior enhancement form will need to be completed and approved by management.
- If you choose to install a shed on your annual site you may take it with you upon departure or sell it to another resident. The park will not compensate for the cost of the shed.
- **Flowers and Shrubs:** Planting of shrubs and flowers requires prior approval unless in decorative planter pots. Limit of 10 pots per site. Planters and pots must be located on hard surfaces and not located in the grass where they will interfere with mowing and trimming. All planters must be removed or put away upon departure for the season so they do not become projectile objects in the event of a Hurricane. (**Annual residents that leave for the summer must remove all outside flower pots.**)
- **Trees:** Indian Rocks RV Park has many beautiful trees. Therefore, it is imperative that all Guests understand the risks associated with renting a site in the Park as it relates to trees. The Park Owner will not be responsible for damage to the Guest's RV unit, damage or injury to any persons occupying the lot, or any damage to the Guest's personal property while the Guest is occupying a site in the Park (with the exception of any injury or damage which occurs as a result of gross negligence or intentional

misconduct on the part of the Park Owner or its agents). The Guest should contact his or her insurance provider regarding coverage for any potential injury or damage resulting from trees which are on Park property. If the Guest believes that all or part of a tree is dead, diseased, or dying, or that a tree branch is at imminent risk of breaking and falling, the Guest should contact Park Management immediately. All trees, shrubs and plants on the lot are the property of the Park and are not to be moved by the Guest. Existing trees or shrubs must not be damaged or removed by the Guest without prior written permission of Park Management.

AMENITIES:

- Pool Hours are: Dusk till Dawn
- The clubhouse or any other structure within the park is not designed, designated nor intended to be utilized as an emergency shelter. At time of severe weather guests should not seek shelter in any park facility or building.
- Glass bottles, smoking, and vaping are not allowed in the pool areas.
- Pool hours are Dawn to Dusk Proper swimwear is required at all times in the pool.
- Swim at your own risk. **NO LIFEGUARD ON DUTY.**
- Air mattresses and rafts are not permitted in the pool.
- Everyone must shower before entering the pool or spa, especially after tanning oil or skin protection has been applied.
- Proper attire is required inside the clubhouse.

VISITORS:

- Additional charges for extra person(s) (ages 18+) staying overnight in the amount of \$20 per night per visitor and must be paid at time of their arrival.
- All registered overnight visitors may use the park amenities and attend park functions.
- Visitors who have not registered or paid are not entitled to use the park amenities.
- Children under the age of 18 are not permitted in the clubhouse or pool unless accompanied by an adult at all times.
- Park guests are responsible for the actions of their visitors, and their visitors must be accompanied by a park guest when using the amenities.

TRASH

- All trash must be bagged and placed in your trash can on site. Trash is picked up on Mondays and Thursdays mornings at 8:00 a.m.
- **We will only accept household trash.**
- Items such as paint cans, propane cylinders, furniture, old carpet, batteries, tires and large items must be disposed of at the local landfill. Please contact Pinellas County for additional disposal instructions.

CONDUCT:

- We are committed to providing an excellent experience in a welcoming and inclusive environment so we can all have fun together. We do not tolerate harassment of any kind at our Park. Thank you for being courteous and respectful to all Guests and Staff while enjoying your stay.
- Management of Indian Rocks RV Park may refuse accommodations or service to

any person whose conduct on the premises of the park displays intoxication, profanity, lewdness, or brawling; who indulges in such language or conduct as to disturb the peace or comfort of other guests; who engages in illegal or disorderly conduct; or whose conduct constitutes a nuisance. Such refusal of accommodations or service shall not be based upon race, color, national origin, gender, physical disability, religious beliefs or creed.

- Management reserves the right to deny any person/persons the privilege to use any of our park facilities either on a temporary or permanent basis for infractions of these Guidelines.
- PERSONS VIOLATING THESE GUIDELINES WILL BE REMOVED FROM THE PREMISES. MANAGEMENT RESERVES THE RIGHT TO ENFORCE AND MAINTAIN THESE GUIDELINES.

LIABILITY

- Guest(s) agrees to hold harmless, indemnify and defend the Park Owner and Park Management for any bodily or other personal injury to the Guest(s), family members, and any of Guest(s) guests or others, and for any property damage for property of the Guest(s) or Guest(s) guest, or for any such injury or damage sustained on the RV Site or Park. The Guest(s) shall further indemnify, hold harmless and defend Park Owner and Park Management personnel from any and all losses, damage, expense, including reasonable attorney's fees, arising out of any claim asserted by any person for loss, damage or injury to such person caused by any act, fault, neglect or omission of any Guest(s), family member or guest of the Guest(s) at the RV Site or in the Park.

Park Owner and Park Management are not responsible for lost, stolen or damaged articles of the Guest(s), family members or any guest of the Guest(s) under any circumstances. Guest(s) are required to maintain their own liability, health and property insurance covering all of their risks at Indian Rocks RV Park.

MAIL DISCLOSURE

This waiver and release of all claims is entered into between the registered guest and Beach House RV Resort LLC d/b/a Indian Rocks RV Park, the owner of a recreational vehicle Park located at 12121 Vonn Rd., Largo, FL. Whereas, guests own a recreational vehicle located at an assigned site at the Park;

Whereas, the United States Postal Services has determined that all mail, parcel, and package deliveries to be delivered to Guests in the Park will be done by delivering all of these items to the Park's Office or other designated secured areas such a mailroom area instead of delivering to individual sites in the Park;

Whereas, other package delivery services, including but not limited to the United Postal Service, FedEx, Amazon, DHL, etc, may from time to time also deliver parcels and packages to the Park's Office or other designated secured areas such as a mailroom area, instead of individual sites in the Park;

Whereas, the Park Management has thus been tasked with sorting the mail, parcels, and packages into individual mailboxes located at the mail room located at the office (the "Pick-Up Location") within a reasonable time period;

Whereas, the Park Office is under no obligation to notify guest of delivery of mail, parcels, or packages addressed to Guest but delivered to the Park's Office; and

Whereas, it is solely the guests responsibility to ensure that any mail, parcels, and packages are addressed accurately, and that any mail, parcels, and packages addressed to the guest are promptly retrieved from the Pick-up Location;

NOW THEREFORE, the parties hereto agree:

1. That Park Management shall make diligent effort to ensure that any mail, parcel and/or package addressed to the Guest but delivered to the Park office is properly handled, sorted and placed for retrieval by the Guest;
2. that Guest shall make diligent effort to ensure that all mail, parcels and packages are accurately addressed, that Park Office is not responsible to notify Guest of the delivery of such mail to the Park Office, and that Guest shall promptly retrieve from the Pick-Up location all such items delivered to him/her at the Park office.
3. Guest and any of his/her attorneys, agents, assigns, executors, administrators, and all heirs and next of kin, does hereby release Park Management and all of its present and former attorneys, officers, employees, agents, directors, parent company, subsidiaries, affiliates, contractors and any other representatives from any loss, injury, death, or damage to persons or property which may be or may have been suffered by Guest or by any person related to any mail, parcels, packages, or any contents therein due to the above mentioned delivery protocol.
4. This Waiver and Release of All Claims shall be enforceable against all claims of any kind whatsoever made pursuant to tort, contract or any other statutory or common law basis, and against any suits, debts, sums of money, accounts, bills, covenants, agreements, promises, variances, trespasses, damages, claims or demands of any kind whatsoever in law or equity related to the delivery of mail, parcels, or packages in accordance with the protocols listed above except when the same occurs as a result of the gross negligence or willful misconduct of Park Owner or of Park, Owners officers, directors, employees, assigns or agents.

PHOTO AGREEMENT

I hereby irrevocably, grant and assign to Indian Rocks RV Park all right, title and interest in and to my "likeness" as it appears in any photographs taken of me visiting.

Consistent therewith, I hereby irrevocably grant and assign Indian Rocks RV Park the perpetual right to use my "likeness" for any lawful purpose, including without limitation publication in any Indian Rocks RV Park publication and/or advertising, or to grant and assign to others the right to use my "likeness" for any lawful purpose. Furthermore, I give Indian Rocks RV Park the right to copyright any utilization of my "likeness" as used herein.

I hereby waive and right that I may have to inspect and/or approve the finished publication or the advertising copy that may be used in connection therewith, or the use to which it may be applied.

Florida Law Governing Guests in Campgrounds and Recreational Vehicle Parks

Florida Statutes Required by Law to be Posted

513.114 Liability for property of guests.-

(1) The operator of a recreational vehicle park is not under any obligation to accept for safekeeping any moneys, securities, jewelry, or precious stones of any kind belonging to any guest; and, if such

properties are accepted for safekeeping, the operator is not liable for the loss of any of the properties unless such loss was the proximate result of fault or negligence of the operator. However, if the recreational vehicle park gave a receipt for the property, which receipt had a statement of the property value on a form which stated, in type large

enough to be clearly noticeable, that such park was not liable for a greater amount than \$1,000 for any loss exceeding \$1,000 and was only liable for an amount up to \$1,000 if the loss was the proximate result of fault or negligence of the operator, the liability of the operator is limited to \$1,000 for such loss.

(2) The operator of a recreational vehicle park is not liable or responsible to any guest for the loss of wearing apparel, goods, or other property, except as provided in subsection (!), unless such loss occurred as the proximate result of fault or negligence of such operator; and, in case of fault or negligence, the operator is not liable for a greater sum than \$500, unless the guest, prior to the loss or damage, filed with the operator an inventory of the guest's effects and their value and the operator was given an opportunity to inspect such effects and check them against such inventory. The operator of a recreational vehicle park is not liable or responsible to any guest for a greater amount than \$1,000 for the loss of effects listed in such inventory as having a value of a total amount exceeding \$1,000.

513.117 Park rules and regulations.-

Any operator of a recreational vehicle park may establish reasonable rules and regulations for the management of the park and its guests and employees; and each guest or employee staying, sojourning, or employed in the park shall conform to, and abide by, such rules and regulations so long as the guest or employee remains in or at the park. Such rules and regulations are deemed to be a special contract between the operator and each guest or employee using the facilities or services of the recreational vehicle park and control the liabilities, responsibilities, and obligations of all parties. Any rules or regulations established pursuant to this section must be printed in the English language and posted, together with a copy of ss. 513.114, 513.121, and 513.13 and a notice stating that a current copy of this chapter is available in the park office for public inspection, in the registration area of such recreational vehicle park.

513.121 Obtaining accommodations in a recreational vehicle park with intent to defraud; penalty; rules of evidence.-

(1) Any person who obtains accommodations in a recreational vehicle park which have a value of less than \$300 on a transient basis, with intent to defraud the operator of the park, is guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083; if such accommodations have a value of \$300 or more, such person is guilty of a felony of the third degree, punishable as provided ins. 775.082, s. 775.083, ors. 775.084.

(2) In a prosecution under subsection (!), proof that the accommodations were obtained by false pretense; by false or fictitious show of property; by absconding without paying, or offering to pay, for such accommodations; or by surreptitiously removing, or attempting to remove, a recreational vehicle, park trailer, or tent constitutes prima facie evidence of fraudulent intent. If the operator of the park has probable cause to believe, and does believe, that any person has obtained accommodations at the park with intent to defraud the operator of the park, the failure to make payment upon demand for payment, there being no dispute as to the amount owed, constitutes prima facie evidence of fraudulent intent.

513.13 Recreational vehicle parks; ejection; grounds; proceedings.-

(1) The operator of any recreational vehicle park may remove or cause to be removed from such park, in the manner provided in this section, any transient guest of the park who, while on the premises of the park, illegally possesses or deals in a controlled substance as defined in chapter 893; who disturbs the peace, quiet enjoyment, and comfort of other persons; who causes harm to the physical park; who violates the posted park rules and regulations; or who fails to make payment of rent at the rental rate agreed upon and by the time agreed upon. The admission of a person to, or the removal of a person from, any recreational vehicle park may not be based upon race, color, national origin, sex, physical disability, or creed.

(2) The operator of any recreational vehicle park shall notify such guest that the park no longer desires to entertain the guest and shall request that such guest immediately depart from the park. Such notice shall be given in writing, as follows: "You are hereby notified that this recreational vehicle park no longer desires to entertain you as its guest, and you are requested to leave at once. To remain after receipt of this notice is a misdemeanor under the laws of this state." If such guest has paid in advance, the park shall, at the time such notice is given, tender to the guest the unused portion of the advance payment. Any guest who remains or attempts to remain in such park after being requested to leave commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(3) If a guest has accumulated an outstanding account in excess of an amount equivalent to 3 nights' rent at a recreational vehicle park, the operator may disconnect all utilities of the recreational vehicle and notify the guest that the action is for the purpose of requiring the guest to confront the operator or permittee and arrange for the payment of the guest's account. Such arrangement must be in writing, and a copy shall be furnished to the guest. Upon entering into such agreement, the operator shall reconnect the utilities of the recreational vehicle.

(4) If any person is illegally on the premises of any recreational vehicle park, the operator of such park may call upon any law enforcement officer of this state for assistance. It is the duty of such law enforcement officer, upon the request of such operator, to remove from the premises or place under arrest any guest who, according to the park operator, violated subsection (1) or subsection (2). If a warrant has been issued by the proper judicial officer for the arrest of any guest who violates subsection (1) or subsection (2), the officer shall serve the warrant, arrest the guest, and take the guest into custody. Upon removal or arrest, with or without warrant, the guest is deemed to have abandoned or given up any right to occupancy of the premises of the recreational vehicle park; and the operator of the park shall employ all reasonable and proper means to care for any personal property left on the premises by such guest and shall refund any unused portion of moneys paid by such guest for the occupancy of such premises. If conditions do not allow for immediate removal of the guest's property, he or she may arrange a reasonable time, not to exceed 48 hours, with the operator to come remove the property, accompanied by a law enforcement officer.

(5) In addition to the grounds for ejection established by law, grounds for ejection may be established in a written lease agreement between a recreational vehicle park operator or permittee and a recreational vehicle park guest.

I acknowledge that my stay is subject to Florida Statutes 513.114, 513.121 and 513.13. By requesting that a reservation be made or by my signature on my payment receipt, I agree to the stated policy and understand that there will be NO REFUNDS other than under the

conditions described herein.

**ACKNOWLEDGEMENT OF GUIDELINES
Photo Agreement, Mail Disclosure and
Florida Law Governing Guests in Campgrounds and RV Parks**

PLEASE READ AND SIGN BELOW

**PLEASE PROVIDE A COPY OF ALL GUESTS DRIVERS LICENSE AND
REGISTRATION AND INSURANCE FOR RV ON SITE.**

Check a box:

- To Decline Photo Waiver _____ Guest Initial _____ Guest Initial
 To Accept Photo Waiver _____ Guest Initial _____ Guest Initial

NOTICE TO GUESTS :

This Park is privately owned. We reserve the right to refuse service to anyone or terminate occupancy at any time at the discretion of Park Management. I/We as guests of Indian Rocks RV Park have received and agree to the Park Guidelines and will comply with the Guidelines set forth by Indian Rocks RV Park.

NAME: _____ **SITE #** _____
(PLEASE PRINT)

SIGNATURE: _____

NAME: _____ **SITE #** _____
(PLEASE PRINT)

SIGNATURE: _____