



SO YOU WANT TO SELL YOUR CABIN

Selling a cabin in Chetco River Resort is not the same as selling a home on private “Fee Simple” land. The use, conditions of ownership, who holds the rental agreement, terms of the agreement are ALL dictated by a rental agreement that each cabin owner signed and agreed to.

This agreement governs the current owner and there would be a new agreement for the new owner.

The rental agreement is legal and binding. The agreement may NOT be unilaterally cancelled or transferred.

Chetco River Resort retains the rights to cancel or approve old or new rental agreements only after certain specific requirements are met. Any closing date chosen by a buyer and a seller should take into account the requirements for selling under the rental agreement.

The terms for selling your cabin under the rental agreement are as follows:

SALE OF RV:

- a) In the event Lessee seeks to sell or dispose of the RV during the term of this Agreement, Lessee shall give the Resort a right of first refusal to purchase the RV at the same price and terms accepted by any third person. Lessee agrees to communicate the accepted offer to sell the RV to Resort in writing. Resort shall then either accept or decline this offer in writing, which must be mailed to lessee within fifteen (15) days after the date of receipt of Lessee’s written offer by Resort. Should Resort fail to respond to the offer, it shall then be considered declined and lessee may sell the unit to a third party without further notice to Resort.
- b) If the Resort declines the right of first refusal and upon Lessee’s acceptance of an offer, Lessee shall give the Resort written notice of the intent to sell. Lessee shall then have fourteen (14) days within which to conduct a whole home inspection of the cabin. Said inspection must be completed by a licensed inspector. A copy of the completed inspection must be provided to the Resort. The purpose of the inspection is to identify exterior improvements and repairs and interior improvement and repairs relating to plumbing and electricity which must be completed either by Lessee, or by Lessee’s prospective buyer or both, as a condition of sale and/or the buyer’s rental agreement. The decision as to which repairs and/or improvements are to be completed and the timeframe for such repairs and/or improvements, shall be at the sole discretion of the Resort. The Resort reserves the right to enter the cabin to conduct its own inspection prior to repairs being done and then after to ensure repairs were done. Access to the premises for inspection purposes as outlined herein shall be made after the Resort first serves Lessee with a minimum 24-hour access notice as required by law. Upon completion of the inspection, The Resort shall provide to Lessee a Resale Compliance Notice outlining

which repairs and/or improvements are to be completed as a condition of sale and/or the buyer's rental agreement along with a timeframe for completion.

- c) Lessee may sell the RV located on the Space during the term of this Agreement, subject to the terms hereof, so long as Lessee is not in default under the terms of the Agreement. Lessee may not sell the RV to a third person without prior Resort approval, unless the RV is first removed from the Resort, in which case approval from the Resort is not required. A purchaser of the RV in the Resort must be approved by the Resort before completion of (and as a condition to) purchase of the RV. A prospective purchaser of the RV who intends to purchase in the Resort shall be screened by the Resort (and the Resort may reject the application for tenancy submitted by such individual) according but not limited to the following criteria: (1) character references; (2) prior rental references; (3) credit references; (4) employment status; (5) evidence regarding the prospective buyer's ability to pay rent and other expenses associated with tenancy in the Resort; (6) criminal history; (7) the number of potential occupants of the RV; (8) the presence of pets; (9) driving records; (10) the availability of the required information from the prospective purchaser. A buyer who is approved as a tenant, pays the new account set up fee of 1.5% of the gross sales price or \$1,500.00, whichever is greater in addition to any other required fees for occupancy and performs all terms and conditions to be performed before occupancy, may then occupy the RV. Payments should be made to Chetco River Resort, LLC or the current operating entity. It is incumbent upon the Lessee to advise potential buyers of the fees and requirements involved with the selling of the RV.

Upon deciding to sell:

First Right of Refusal:

The resort has the first right of refusal on any sale. Once a sales agreement has been entered into between the buyer and the seller it must be provided to the resort in writing. The resort then has 15 days to either purchase at the same terms or decline.

Home Inspection:

If the park declines the first right of refusal the seller must have a Whole Home Inspection done by a certified and licensed Home Inspector. It is recommended that you choose one familiar with park models so that they are not holding a park model up to the same standards as a home. That inspection is to be submitted in its entirety to the Resort Office for review. The seller has 14 days after receipt of the 1st right of refusal denial in which to get the inspection completed.

All new Rental agreements have this clause. Those older agreements that do not have this clause the resort reserves the right to require any new buyer to perform prior to a rental agreement. In either instance the resort will have the right to make sure the home is up to standards before any new agreement is signed.

While a Home Inspection may point to issues of maintenance and repair the resort reserves the right to make sure the cabin is up to other standards. Items such as paint may not be critical to a home inspection but the resort reserves the right to require any items that affect the look and ambiance of the cabin in the resort be brought to the resorts standards.

It is often a wish of a seller to sell and be gone to avoid the costs of needed repairs, thus selling it "AS IS". However it should be assumed that if an owner wishes to sell the cabin will be

brought to high standards. If not the seller then the buyer will be required before a new agreement is written. "AS IS" does not waive our rights to an inspection or our right to require cabin maintenance.

The purpose of the inspections is to assure a safe and proper transfer of a cabin in top repair and protection of other cabins values.

WE RECOMMEND A HOME INSPECTION BE DONE PRIOR TO LISTING TO AVOID ANY DELAYS THAT COULD COST A SALE.

Rental Agreements, Required Applicant Forms and Park Rules:

All of these can be found easily on the web site. We highly recommend you pull them up and read them.

Agreements are Proprietary:

The rental agreements and other requirements for the resort are the sole property of the resort and no one else. The Realtor may NOT explain or represent the agreements in any fashion.

Closing Dates:

Often closing dates are set that do not coincide with the requirements of the Resort, agreements, back ground checks and repairs. Often the listing the cabin for sale "AS IS" insinuates that the seller does not have to follow the requirements on repairs or other matters.

That is not true. We will not modify in any way your requirements and our rights under the rental agreement to fit a closing date. Setting a date without consulting the resort or the required paperwork and approvals may cost the sale. It is far better to follow these simple requirements.

In Person Meeting:

The resort is signing a long-term rental agreement and as such we will have a long-term relationship. Before we sign such an agreement we require a personal, in office, meeting with the potential buyer to review the resorts requirements, rental agreement, park rules, etc. and answer questions. **No exceptions.**

Review of Agreements:

Part of the purpose of the "In Person Meeting" is to review the Rental Agreement that both parties will be signing and to Go over Park Rules and other requirements of the resort. We do not provide rental agreements in advance to review. If your buyer would like to see a rental agreement prior to meeting with us the seller can provide a copy of theirs. It should be noted that the rental agreements are reviewed yearly by the resort's attorney and updated as needed so if the buyer does review the seller's rental agreement it may not be exactly the same as the one they will be signing.

Background Check:

Oregon Law requires that any person staying over 30 days be required to have a background check. So does our insurance and our Legal Representative. No exceptions. It is one of the many reasons this is and will remain a safe resort for all owners. The required Application and

Authorization for Background Check and the required Notice to Applicants can be found on our website.

The background check is:

- Arms Length. It is done by a 3rd party agency and NOT the resort.
- Has a criminal check
- Has a financial check

Failure to pass any of these will most likely result in a decline and loss of sale and of time. It is best to bring qualified customers. The qualifications for approval can be found on the website and are required to be signed by the buyer and submitted along with the application.

Provided below is a checklist of items that must be completed for us to move forward with the sale. We will not proceed with the buyer's application process until all conditions under the rental agreement have been met.

**THIS DOCUMENT MUST BE SIGNED BY THE SELLER AND THE REALTOR AND
RETURNED TO CHETCO RIVER RESORT BEFORE ANY FOR SALE SIGNAGE
CAN BE PLACED**

(see Park Rules #8 No signs other than those approved by management may be placed.)

I have read and agree to the above:

Seller Signature

Date: _____

Seller: Print Name and Space #

Realtor Signature

Date: _____

Realtor: Print name and Company

Check List:

_____ Provide Chetco River Resort with a complete copy of the signed/accepted sales agreement. The resort has 15 days to accept or decline their first right of refusal.

_____ A Home Inspection must be performed by a licensed Home Inspector. If the resort declines the first right of refusal the seller then has 14 days to complete this inspection.

_____ An Inspection by the Resort.

_____ Are repairs completed?

_____ Has the buyer submitted required documents to the resort?

_____ Has the buyer set up an in-person meeting?