

Waiiaka RV Park: RV Space Rental Agreement

This Space Rental Agreement is made and entered into for a term beginning on this _____ day of _____ 20_____, by and between Waiiaka RV Park (hereinafter referred to as "Lessor"), and _____ (hereinafter referred to as "Lessee").

RV Information: Lessee represents that he/she is the registered and legal owner of the following recreational vehicle or mobile residential vehicle (hereinafter all generally referred to as the "RV").

Year: _____ Type: _____ Make: _____

Length: _____ RV License No.: _____ State Where Registered: _____

RV Liability Insurer: _____ Policy Number: _____

Monthly RVs are required to be covered under a liability policy and have Waiiaka RV Park listed as "additional insured". We reserve the right to request a copy of the Certificate of Title and/or proof of RV liability insurance. It is agreed that this is not a manufactured dwelling, but is a recreational vehicle that is designed for human occupancy and to be used temporarily for recreational, seasonal or emergency purposes, and that has a gross floor area not exceeding 400 square feet in the setup mode. Because the above-described RV is not a manufactured dwelling; this Agreement shall not be governed by those provisions of the California law relating specifically to manufactured dwellings.

Lessee Information: Lessees Home Address: _____

Home/Cell phone No.: _____ Email Address: _____

No more than _____ vehicles may be parked at this site (includes autos, trailers, boats, etc.). Describe any vehicles that you will be keeping in the park (make, model, year, license plate #):

Names of All People to be staying in the RV in this Park (maximum 4 persons per RV)

#1 _____

#2 _____

#3 _____

#4 _____

*No guests may stay more than a total of 7 nights in a calendar year unless registered as a tenant. Anyone not listed in the space above shall be considered a guest.

Space Rented: Lessor hereby rents to Lessee the following space: Number _____

Term: The term of this space rental agreement shall be _____ to _____

Rental Rate: Lessee shall pay a rental rate of \$_____ per Month. All rent is due and payable, in advance, on the first day of the month for a tenancy of a month's duration or more. A late fee of \$25 shall be assessed for all rent that is not paid on or before the 10th day of each monthly rental period, unless prior arrangements have been made in writing with the Lessor by the Lessee, Rent shall be paid to the following location. Waiiaka RV Park office, 240 Sharps Rd, Yreka, CA 96097. If Lessor gives notice to terminate this Agreement for any reason, Lessor does not waive the right to terminate by accepting rent prorated to the termination date specified in the notice. In the event an apportionment of rent is necessary, rent shall be prorated on a day-to-day basis, with monthly rent divided by the number of days in the month. A \$35 fee will be charged for all returned checks, in addition to the late fee specified above if the rent is late. Lessor is not required to account for or return to the Lessee any fees charged under this Agreement. Any notices to lessee shall be mailed to: (indicate (1) with an (x) in the blank)

() 240 Sharps Rd., Space # _____ Yreka, CA 96097, or,

() Alternate Mailing Address: _____

*TIME IS OF THE ESSENCE OF EACH AND EVERY PROVISION OF THIS AGREEMENT.

If you would like to set up a Postal Box in the park there may be a deposit and monthly fee required. Waiiaka RV Park is not responsible for any lost or stolen packages.

Additional Fees, Charges & Deposits: the following additional fees and charges are assessed and due with rent, which represent directly metered utilities.

- A. Metered electrical (rate varies with current electrical rates from Pacific Power) Starting meter reading: _____ .
- B. \$_____ Security Deposit, payable at the time this Agreement is signed from which Lessor may claim any amount reasonably necessary to repair any damages to the premises caused by Lessee or to remedy any defaults under this Agreement, including failure to pay rent and/or utilities Notwithstanding the foregoing, however, use of the deposit to pay delinquent rent shall not be deemed a means by which to reinstate this Agreement, nor shall the deposit be considered as the last month's rent.
- C. \$_____ / Person / Month - Extra persons fee beyond four occupants (over the age of 2).
- D. \$_____ / Vehicle / Month - Extra vehicle fee beyond two vehicles. This includes cars, motorcycles, boats, utility trailers, etc. (bicycles excluded, including electric bikes).
- E. \$_____ / Hour site cleaning fee should Lessee leave site in condition not re-rentable due to Lessee actions (debris, damage, removal of inset materials, etc).

Residents Under This Agreement: The only parties allowed to stay in the RV in this park are those specifically named herein. No more than 4 people may occupy the RV. No other people may reside in the RV without the written permission of the Lessor. Anyone who infringes on this rule may be subject to termination. Pricing based on up to 4 person occupancy. There is a monthly additional fee for all persons over the age of 2.

_____ (Occupant(s) Initials)

Animal Policy: Pets/animals are allowed. If Lessee brings animals into Waiiaka RV Park, they must compete and return a Park Animal Policy Agreement and be approved PRIOR to bringing animals into park. Maximum of 2 animals per site.

_____ (Occupant(s) Initials)

Sewer, Water, Utilities, & Garbage: The state of California requires specific types of sewer and water connection for RVs staying in a park for certain durations of time. Anyone wishing to stay long term must comply with all such rules and regulations. The state of California or the local governing body may also require an RV to be removed from a park after a certain duration of time. If such removal is required by law, Lessor shall have no responsibility to Lessee therefor and Lessee shall be required to move as directed. Dumping of waste material is permitted only at the designated dump station. Dumping of other garbage is allowed only in the appropriate dumpsters. No port-a-potty dumping is allowed in the rest rooms. Lessor cannot guarantee continuance of power services or communication utilities (TV, internet, WiFi) and cannot be held responsible for loss of electricity/ power or communication utilities. All drainage and sewage disposal systems must be functioning and maintained at all times.

_____ (Occupant(s) Initials)

Termination Of Agreement: This Agreement may be terminated by either party upon the giving of one month's (30 days) notice in writing if this Agreement is a month-to-month Agreement. Lessor reserves the right to terminate this Agreement with a shorter period of notice if allowed by law. If Lessee fails to provide written 30 days notice before leaving, they will be responsible for rents through an additional 30 days or until site is re-rented, whichever amount is less. If state or local law require an RV to be moved from the park for any reason, then this Agreement will automatically terminate and the notice time may be shorter. This section supplements "Term" Section of this Agreement; this Agreement terminates on the earlier of the termination date specified in "Term" Section or on the termination date established or allowed by this Section. Also see addendum "Monthly Termination with Less Than 30 Days"

_____ (Occupant(s) Initials)

Lessee's Responsibilities: Lessee shall be responsible for all damages caused by lessee or any of Lessee's guest's guests or visitors. Lessee agrees to obey all park rules and regulations contained In this Agreement or posted or distributed. Lessee will maintain site in the condition it was received. Lessee acknowledges that the only people allowed to reside in the RV are those listed on the front of this Agreement and this Agreement shall not be assigned nor the space sublet or rented to any other persons. The space is to be used only by Lessee for private residential or recreational purposes and shall be used by no other persons except those listed in this Agreement. No business or commercial activity of any nature shall be conducted in this park. Lessee agrees to notify Lessor or the police in the event Lessee observes or learns of suspicious or illegal acts in the park. Tenant disputes and slander are prohibited and may result in termination of this agreement. Lessee agrees that at the end of the term of this Agreement Lessee shall move the RV out of the park and shall have no right to leave it or to sell it to be left in park. If someone buys the RV, the buyer must be pre-approved to leave the RV and the RV must be no older than 10 years at the time of sale, otherwise it must be moved immediately. Quiet Hours are from 10 p.m. to 8 a.m. daily. There shall be no automotive maintenance or RV maintenance allowed in the park. No changing of oil is allowed. Clothing lines and hanging of clothes is not permitted outside the RV, unless given permission. At conclusion of Lessee

occupancy, Lessee is responsible to return site to the condition it was in at the time of move-in or will incur a cleaning fee (hourly) for Lessor to perform work.

_____ (Occupant(s) Initials)

Successors & Assigns: This Agreement and each and all of its terms, provisions, covenants, conditions, rights, and obligations shall be binding upon the time and insure the benefit of the parties hereto and their respective successors, assigns, heirs, executors, and administrators.

_____ (Occupant(s) Initials)

Entry Upon Lessee's Space: The Lessor shall have the right of entry upon the land on which an RV is situated for maintenance of utilities, grounds keeping and the protection of the park at any reasonable time. However entry shall not be in such a manner at a time which would interfere with the occupant's quiet enjoyment. The Lessor may enter an RV without the prior written consent of the occupant in the case of and emergency or when the Lessee has abandoned the RV for 14 consecutive days.

_____ (Occupant(s) Initials)

Legal Remedies, Provisions, & Governing Laws: Notices may be served as allowed by law. Lessee agrees a written notice may be deemed served on the day on which it is attached in a secure manner to the main entrance of the RV and, if required by law, mailed via first class mail to Lessee at the premises. Lessee may similarly serve written notices on the Lessor by mailing the notice via first class mail to the Lessor at the location specified in "Rental Rate" Section of this Agreement and by delivering a copy of the notice at the park office through the door drop slot.

If written notice is required by law to terminate this rental Agreement, the tenancy shall terminate on the date designated in the Notice of Termination without regard to the expiration of the period for which rent is to be paid. In the event Lessee breaches this Agreement, Lessor shall have available to Lessor all remedies provided at law or in equity. If any action is required to enforce or interpret this Agreement, then the prevailing party shall be awarded reasonable costs and attorney fees from the losing party, at trial and on appeal.

If Lessee abandons the RV describe herein, or any other personal property, Lessor may sell said RV or other personal property, as permitted under California law. Lessee shall pay, upon demand, all costs and expenses incurred by Lessor in the moving or storing of property and/or RV abandoned by Lessee.

If any provision of this Agreement is held to be invalid, illegal or unenforceable then that provision shall not affect the validity, legality or enforceability of the other provisions herein, then the parties agree that the remainder of this Agreement shall remain in force and effect. Lessee shall not seek recovery of damages from Lessor for attempting to enforce such provision, rule, regulation or policy in good faith prior to receiving notice of its invalidity or illegality.

No delay or omission in the exercise of any right or remedy of Lessor following the event of default by Lessee shall impair any such right or remedy or be construed as a waiver. No waiver by Lessor of Lessor's rights to enforce any provision hereof after any default on the part of Lessee shall be effective unless made in writing and signed by Lessor, nor shall it be deemed a waiver of Lessor's right to enforce each and every other provision hereof upon any further or other default on the part of Lessee. Lessee understands that if Lessor fails to enforce any Term of this Agreement, Lessor is still entitled to enforce the Agreement on any subsequent occasion. Acceptance of rent shall not be,

or construed to be, a waiver of any breach of any term or provision of this Agreement, nor shall it reinstate, continue or extend the term of the Agreement or affect any notice, demand or suit hereunder.

This Agreement constitutes the product of negotiations of the parties hereto and any enforcement hereof will be interpreted in a neutral manner and not more strongly for or against any party based upon the source of the draftsmanship hereof.

This Agreement constitutes the entire agreement between and among the parties, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

Lessee Certifies That The Printed Material On All Pages Of This Agreement Have Been Read And The Terms And Conditions Set Forth Herein Are Fully Understood. Lessee Further Certifies That He/She Has Examined The Space In Which The Subject RV Is To Be Placed And Finds It Suitable And Acceptable. Lessee Also Acknowledges Receipt Of An Executed Copy Of This Agreement.

Attachments and Addendums: (check forms received)

- Waiiaka RV Park: Rules & Regulations
- Waiiaka RV Park: Animal Policy (If tenant has animals at time of entry)
- Additional terms/conditions/notes to this agreement

Write additions below: [Lessee(s) initial(s) if used _____ / _____]

Lessees Signature(s): _____ Date: _____

Lessees Signature(s): _____ Date: _____