

**TOWN OF CLIFTON - NORTH CLIFTON RV PARK  
PERMIT APPLICATION FORM AND CONTRACTUAL TERMS**

DATE OF APPLICATION: \_\_\_\_\_

SPACE # \_\_\_\_\_

Print Full Name of Primary Permittee: \_\_\_\_\_

Print Full Name of Secondary Permittee: \_\_\_\_\_  
(also identified as "Permittee")

Physical Address of Permittee's Permanent Residence: \_\_\_\_\_

Mailing Address (if different than actual address): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_

Phone No. \_\_\_\_\_ e-mail: \_\_\_\_\_

Driver License No. \_\_\_\_\_ Issuing State: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Lienholder name \_\_\_\_\_ Lienholder Address \_\_\_\_\_

2<sup>nd</sup> Lienholder name \_\_\_\_\_ 2<sup>nd</sup> Lienholder Address \_\_\_\_\_

Arrival Date: \_\_\_/\_\_\_/\_\_\_ Departure Date: \_\_\_/\_\_\_/\_\_\_ Length of stay: \_\_\_\_\_ night(s)

Type of Camping Unit: *check one*

Motor home	Travel Trailer	Van	Length of Unit _____ ft.
Motor home – Towing	Pickup w/ Camper	Tent	
5 <sup>th</sup> Wheel	Tent Trailer	Other	

Permit Rate \$ \_\_\_\_\_ \* Amt Paid for Permit Issuance \$ \_\_\_\_\_

Number of Adults: \_\_\_\_\_ Number of Children: \_\_\_\_\_ Pets: Yes \_\_\_\_\_ No \_\_\_\_\_

Emergency Contact Information

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_ E-mail: \_\_\_\_\_

Vehicle Information:

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Year: \_\_\_\_\_ Color: \_\_\_\_\_

License Plate No. \_\_\_\_\_ Issuing State: \_\_\_\_\_

Add additional vehicles/trailers/etc. must be identified below\*\*

## PERMITTEE AGREES TO THE FOLLOWING TERMS AND CONDITIONS

1. Permittee understands and agrees that the permit fees will be based on rates per hook-up space plus other fees as determined by **Resolution No. 2017-13**. (*Exhibit A*) If Permittee is more than five days late in the delivery of the payment of the permit fee, a late charge will accrue from the first day after the permit fee is first due. Permittee further agrees that if Permittee fails to pay the permit fee for more than six days after due, RV Park may give written notice that the breach must be remedied in 14 days after the delivery of the notice, or the Permit will be revoked 30 days after the delivery of the notice and eviction may occur immediately thereafter. Further, Permittee agrees that if Permittee or Permittee's children, guests or others on the premises through Permittee commit material breaches on a reoccurring basis after receiving three written notices of the breaches within a 30 day period or five notices during the period of the Permit, with said notice identifying the breaches as material, the Permit will be automatically revoked 30 days after the delivery of the first notice of material breach or one week after the last notice if 30 days has already lapsed from the date of the first notice, and eviction may occur immediately thereafter. Further, Permittee agrees that if Permittee, or Permittee's children or guests or others on the premises through Permittee commit a material and potentially irreparable breach, including but not limited to unlawful discharge of a weapon, prostitution, unlawful manufacture, sale, use, storage, transfer or possession of a controlled substance defined in A.R.S. §13-3451, the infliction of serious bodily harm, or an assault, or any other action that involves imminent serious property damage, RV Park may deliver a written notice for immediate termination of the permit (24 Hour Notice of Eviction), and, at RV Park's discretion, may either evict Permittee through immediate removal (after the lapse of 24 hours) of Permittee's vehicle and other property or may initiate a special detainer action pursuant to A.R.S. § 33-1485.

2. Permittee understands and agrees that this Permit will not exceed **180 days**. If Permittee desires to stay in the RV Park for any time beyond the period of this Permit, a new Permit will only be issued if there is availability and there is not a waiting list. In periods where seasonal demand is high, the RV Park Ranger and/or the Town Manager may determine to limit Permit periods to a lesser period of time. A subsequent Permit may be issued by the RV Park Ranger by the Permittee completing (on a new permit application) those items on the first page with astericks (\*), such first page being then attached to the earlier Permit. Any request for a new permit must be received by the RV Park Ranger five business days before the date of departure on the Permit Application.

3. Permittee understands and agrees that Permittee accepts the condition of the RV Park "as is" and shall restore the premises used to the same condition as existed at the commencement of the Permit at the expiration of the Permit. The Permittee shall make no changes or alterations of the premises without the prior written approval of the RV Park Ranger. The Permittee is responsible for removing litter and trash to either off-site garbage facilities or facilities that may be provided at the RV Park. Permittee understands and agrees that a Permit for the RV Park does not give Permittee a "tenant" status. Permittee understands and agrees that the Permit includes the right to use electricity from one (1) electrical outlet (110 volts, 15 amps) in the area specified in the Permit. The Permit fee paid by Permittee does not include any services, equipment, clean-up service, indoor facilities or other benefits not specifically provided for in this Application.

4. Permittee and children/guests of Permittee shall not erect or place on the grounds any structure, machine or device without prior written approval of the RV Park Ranger, who shall consult with the Town Manager on any requests. This paragraph shall also apply to the use of any outdoor engine, whether gasoline or electricity driven, flammable liquid or charcoal, except where grills or fire pits are provided for or otherwise permitted by written consent. Furthermore, Permittee understands and agrees that: 1) plants, animals or natural material found in the RV Park are not to be removed; 2) littering or amplified music (sufficient to interfere with the rights of other Permittees to peace and quiet) is not permitted in the RV Park; 3) dogs and other pets are to be kept on a leash at all times when not inside a recreational vehicle; 4) owners of pets shall immediately pick up all animal droppings from the pet and immediately place in a Park trash receptacle or removed from the Park; 5) all children in the Park shall be supervised by an adult; 6) all outdoor activities are to terminate by 10:00 p.m. each night; 7) outdoor cooking is prohibited except in allowed grills, RV Park grills or pits; 8) camping is prohibited in unauthorized areas; 9) fireworks or explosives are not to be brought to the Park premises and all guns and other weapons (including knives) are to be kept stored away at all times and not brought outside; and 10) smoking is permitted so long as cigarettes, cigars and other similar products are extinguished in appropriate receptacles.

5. A maximum speed of five (5) miles per hour shall be in effect at all times for all vehicles and bicycles, regardless of size.

6. Permittee understands and agrees that parking shall be allowed only in areas specifically reserved for parking or in the area reserved by the Permit. Golfing is not permitted in the RV Park except where specifically designated and horses are not allowed on any landscaped areas, which includes maintained grass areas.

7. Permittee understands and agrees that Permittee's vehicles (including truck, fifth wheel and mobile home) must be removed from the RV Park by noon on the last day of the issued Permit. Failure to timely remove vehicles will constitute a breach of this contractual term and will result in a \$30.00 a day fine, not to exceed \$1,000.

8. Permittee understands and agrees that the Town Manager and RV Park Ranger may invoke all other Town ordinances not expressly provided here, where applicable, upon notice to Permittee.

9. Permittee understands and agrees that he/she or they indemnify the Town for any and all damage to the Park and its facilities and damage to any person or property of another, including personal injuries of another and death, caused by the Permittee, his/her/their patrons, guests, children or invitees. The Permittee further agrees to assume full responsibility for damage to the Park facilities, plants and equipment and shall immediately report any loss or damage of Park property to the Town or to the RV Park Ranger.

10. Permittee understands and agrees that if vehicle(s) is/are abandoned at the RV Park at the time of departure (as stated on the Permit), Permittee authorizes the RV Park Ranger or Town of Clifton staff to post a notice on the vehicles(s) advising that the vehicles(s) will be towed to the Town of Clifton's storage yard, at Permittee's sole cost and without any liability to the Town of Clifton, except for gross negligence. Permittee will pay all storage fees and related costs before

the vehicle(s) is/are released to Permittee. All fees and costs owed by Permittee must be paid by money order or by credit card.

11. Permittee understands and agrees that if vehicle(s) appear to be abandoned or are not attended to for more than a seven day period during the permit period, or if the vehicle(s) appear to be abandoned, such condition shall be a breach of this Permit Application and, for the safety and welfare of the Permittee and the authorized users of the RV Park, the RV Park Ranger, after giving three days written notice posted on the front door or window of vehicle(s), shall take possession of the vehicle(s) and transfer them from the RV Park to the Town's secure storage facility or any other impound yard at RV Park's sole discretion. If the vehicle(s) remain unclaimed at the Town's storage facility for ten days from the date of removal, Permittees authorize the Town, the RV Park Ranger and the Arizona Department of Transportation to pursue abandonment procedures outlined in Title 28 of the Arizona Revised Statutes or other authorized abandonment procedures. If the vehicle(s) remain abandoned and unclaimed for more than 10 days while in the possession of the Town, Permittee authorizes the Town of Clifton to either sell the vehicle(s) or to turn the vehicle(s) over to the Arizona Department of Transportation.

12. Permittee understands that the Permit Application form is written to avoid any obligations for RV Park under any statutory schemes in Title 33 of the Arizona Revised Statutes because: 1) the RV Park is located on a flood plain and immediate termination of permits may be required when severe flooding is likely to occur; 2) RV Park desires to evict, as quickly as possible, Permittees who engage in serious misconduct; and 3) there is high demand for space at the RV Park. Permittee agrees that this Permit Application constitutes an arms-length, contractual transaction between the parties.

13. Because of the location of the RV Park in a flood plain area, Permittee understands and agrees that the Town retains the right to revoke the Permit upon 24-hours notice for the safety and welfare of Permittee and companions. If the RV Park revokes the Permit and Permittee and companions fail to timely remove from the premises, Permittee shall have no recourse against the Town for any damages sustained, whether to property or for personal injuries. In the event the RV Park revokes the Permit pursuant to this paragraph, refunds will be prepared and calculated for the unused days with reimbursement checks going to the address of the Permittee.

14. Permittee understands and agrees that the Town of Clifton, as owner of RV Park, makes no warranties as to the habitability of the premises.

15. Permittee understands and agrees that he/she and all companions and children with Permittee must be courteous and respectful of the rights of other permittees present at the RV Park. Repeated conduct by Permittee, or children or guests of Permittee that is unreasonable, offensive or any form of aggressive manner constitutes a material breach of this Permit. The RV Park Ranger, in his/her sole discretion, may determine that the terms of this Permit Application have been breached and may issue and serve a 24- hour Notice to Depart.

16. Permittee agrees that if a dispute arises, the prevailing party may recover costs and reasonable attorney fees.

17. Permittee understands and agrees that subleasing is not permitted and constitutes a material breach of this Permit Application.

18. Permittee accepts the following additional conditions: \_\_\_\_\_

\_\_\_\_\_

\*\*Additional vehicles/trailers/etc. must be identified here: \_\_\_\_\_

\_\_\_\_\_

Signature of Primary Permittee: \_\_\_\_\_

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

Signature of Secondary Permittee: \_\_\_\_\_

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

Received by: \_\_\_\_\_  
North Clifton RV Park Personnel

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

**ASSIGNED SPACE #** \_\_\_\_\_