

## SPACE RENTAL AGREEMENT FOR RECREATIONAL VEHICLE

The rules and regulations listed below apply to those who stay in this park on a long term basis and are in addition to the rules stated in the parks standard brochure.

This Space Rental Agreement is made and entered into for a term beginning on this \_\_\_\_ day of \_\_\_\_ by and between Fannin County Multipurpose Complex (hereinafter referred to as "Lessor") and \_\_\_\_\_ (hereinafter referred to as "Lessee").

Birthdate: \_\_\_\_\_ Driver's License Number: \_\_\_\_\_

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

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Width: \_\_\_\_\_ Length: \_\_\_\_\_

Vehicle ID No.: \_\_\_\_\_

RV License No.: \_\_\_\_\_ State where registered: \_\_\_\_\_

2. LESSEE INFORMATION: Lessee's home address \_\_\_\_\_

Home Telephone No: \_\_\_\_\_ Cell Telephone No: \_\_\_\_\_

Employed by: \_\_\_\_\_

Work Telephone No: \_\_\_\_\_ How long Employed: \_\_\_\_\_ Position: \_\_\_\_\_

Lessee's Liability Insurance Carrier: \_\_\_\_\_

Lessee's Liability Insurance Carrier Policy No: \_\_\_\_\_ Agents Name: \_\_\_\_\_

Agent's Telephone No: \_\_\_\_\_

In Case of Emergency,

Notify: \_\_\_\_\_ Address and

Telephone No: \_\_\_\_\_ Names of

All Persons staying in this RV: \_\_\_\_\_ Guests cannot

stay overnight unless registered and a \$10.00 (Ten Dollar) fee paid per night. Anyone not listed in the RV above shall be considered a Guest.

3. SPACE RENTED: Lessor hereby leases to lessee the following RV space : RV Space NO:

4. TERM: The term of this RV Space Rental Agreement shall be from: Month to:Month(indicate a specific time: week to week or month to month).

This agreement shall terminate on Month to Month (insert date if known).

5. RENTAL RATE: Monthly Rates are seasonal in nature and based on 2 (two) or less individuals per RV. Lessee shall pay per month \$375.00. A LATE CHARGE OF \$50.00 WILL BE ASSESSED IF THE RENT IS NOT PAID FIVE DAYS AFTER IT IS DUE, unless prior arrangements have been made in writing with the Lessor and Lessee. Rent shall be paid at the park's online store by credit card payments or by check, money order or cashiers check mailed to our PO BOX 698, Bonham, TX 75418.

If Lessor must give notice to terminate the Agreement for nonpayment of rent,

Lessor shall NOT be deemed to have waived any right to terminate by accepting partial rent for the period involved. If Lessor gives notice to terminate this Agreement for any other 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 \$50.00 penalty shall be charged for all returned checks, in addition to the \$50.00 late fee if the rent is late. TIME IS OF THE ESSENCE OF EACH AND EVERY PROVISION OF THIS AGREEMENT.

6. **PET POLICY:** Pets are allowed if approved by Management. If allowed, all pets must be registered in the RV provided herein. No pet shall be allowed to run loose in the park and no pet shall be left tied outside, unattended by Lessee. Special trained pets for the handicapped, such as seeing eye dogs or trained hearing dogs, are allowed and may be of bigger size. Pet owners must clean up after their pets, including all pet excrement. Pets must be kept off other people's RV spaces. Noisy, messy destructive, or dangerous pets will be cause for immediate eviction. Describe pet(s):  
\_\_\_\_\_.
7. **AUXILIARY PROPANE TANKS:** RV's wishing to utilize auxiliary propane tanks must obtain permission, in writing, to do so from the park manager. Unsafe and unsightly auxiliary propane tanks will not be permitted.
8. **APPEARANCE:** RV's must be fully self-contained, in good repair, neat and clean in appearance. All vehicles kept on park property must be operational, with current registration and insurance. All vehicles and trailers are to be parked off park roads.
9. **SKIRTING:** Ridged skirting is not permitted. All other forms of skirting are subject to approval, in writing, from the park manager.
10. **RESIDENTS UNDER THE AGREEMENT:** The only parties allowed to stay in the RV in this park are those specifically named herein. No other people may reside in the RV without written permission of the Lessor.
11. **SEWER, WATER, UTILITIES AND GARBAGE:** The State of Texas requires specific types of sewer and water connections for RVs staying in a park for a certain duration of time. Anyone wishing to stay long term MUST comply with all such rules and regulations. If such removal is required by law, Lessor shall have no responsibility to Lessee therefore and Lessee shall be required to move as directed. Dumping of waste material is permitted only at the designated sewer inlet. Dumping of other garbage is allowed only in appropriate dumpsters. No port-a-potty dumping is allowed in the rest rooms. Lessor cannot guarantee continuance of power services and cannot be held responsible for loss of electricity/power.
12. **TERMINATION OF AGREEMENT:** This Agreement may be terminated by either party upon the giving, one month's notice. Lessor reserves the right to terminate this Agreement with a shorter period of notice if allowed by law. If state or local laws require an RV to be moved from the park for any reason, this Agreement will automatically terminate, and the notice time may be shorter. This Section supplements Section 4 of this Agreement; this Agreement terminates on the earlier of the termination dates specified in Section 4 or on the termination date established or allowed by this section.
13. **LEESEE'S RESPONSIBILITIES:**
  - A. Lessee shall be responsible for all damage caused by Lessee or any of Lessee's guests or visitors.
  - B. Lessee agrees to obey all park rules and regulations contained in this Agreement or posted distributed.
  - C. Lessee acknowledges that the only people allowed to reside in the RV are those listed on the front of the Agreement and this Agreement shall not be assigned nor the space sublet or rented to any other person or persons. This space is to be used only by Lessee for private residential or recreational purposes and shall be used by no other persons except those people listed in this Agreement.

No business or commercial activity of any nature shall be conducted in this park. Lessee agrees to immediately deliver possession of the space rented hereunder upon the expiration on the term of this Agreement.

- D. Lessee acknowledges and agrees that Lessor shall have no responsibility for Lessee's safety or the safety or protection of any of Lessee's possessions. Lessee acknowledges that the park entrance is not guarded, the park has no security system or patrol and that Lessee is responsible for locking his/her RV in order to help prevent loss or damage. Lessee agrees to notify Lessor or the police in the event lessee observes or learns of suspicious or illegal acts in the park.
- E. 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 sell it to be left in the park. If someone buys the RV, the buyer must be preapproved to leave the RV, otherwise it must be moved immediately.
- F. There shall be no automotive maintenance or RV maintenance allowed in the park. No changing of oil is allowed.
- G. Clotheslines and hanging of clothes is not permitted outside the RV.

#### 14. LEGAL REMEDIES, PROVISIONS AND GOVERNING LAW:

- A. Lessee agrees that any notice of nonpayment of rent or termination of tenancy shall be deemed served on the day on which it is attached in a secure manner to the main entrance of the RV.
- B. If written notice is required by law to terminate this rental Agreement, the tenancy shall terminate of the day designated in the Notice of Termination without regard to the expiration of the period for which rent is to be paid.
- C. In the event Lessee breaches this Agreement, Lessor shall have available to lessor all remedies provided at law or in equity.
- D. If any action is required to enforce or interpret this Agreement, then the prevailing party shall be awarded reasonable cost and attorney fee from the losing party.
- E. If Lessee abandons the RV described herein, or any other personal property, Lessor may sell said RV or other personal property, as permitted under Texas law. Lessee shall pay, upon demand, all costs and expenses incurred by Lessor in the moving or storing of Lessee's RV or personal possessions, plus court cost and attorney fees incurred in selling or otherwise disposing of the personal property and/or RV abandoned by the Lessee.
- F. 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 forced and affect. 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.
- G. 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 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, constitutes or extend the term of the Agreement or affect any notice, demand or suit hereunder.
- H. 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 and party based upon the source of the draftsmanship hereof.
  
- I. This Agreement constitutes the entire agreement between and among the parties, interpreted all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessor in interest with respect to all or any part of this suspect matter hereof.

TERMS: Lessee certifies that the printed material on the four (4) pages of this Agreement have been read and the terms and conditions set forth herein 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 and a copy of the parks standard brochure.

Lessee certifies that the above information is correct and complete.

Lessee understands that if any of this information is later found to be false, it may be grounds for eviction.

Lessee authorizes the park management to conduct any credit checks or other inquires necessary for verification of this information.

Lessee understands that the park management has the right of refusal upon arrival of the RV described in this application.

LESSOR:

LESSEE:

By \_\_\_\_\_

\_\_\_\_\_

Title: Manager- Fannin County Multipurpose Complex

\_\_\_\_\_

This community does not discriminate against any applicant on the basis of race, color, creed, religion, sex, national origin, familial status or handicap; nor does it discriminate against any family with children. The first qualified applicant will be accepted.

Management has the right to deny tenancy on the basis including, but not limited to: unsatisfactory credit references; tenant history of eviction or property damage; unverifiable or insufficient income; incorrect, incomplete or unverifiable application information; criminal records; pets; number of occupants; and character references.

ALL LAWS, ORDINANCES OR REGULATIONS of the City, County, State and Federal governments shall be obeyed and no acts shall be committed which would place this facility in violation of or result in a liability under any of these laws or ordinances. No drugs, gambling or prostitution activities are allowed.

