

COUNTRY ROSE RV
401 South Main, US-89A
Fredonia, AZ 86022

RESORT RESERVATION AGREEMENT

(DAILY AND WEEKLY RV'S ONLY)

This Resort Reservation Agreement (the "Agreement") is made and entered into to be effective as of the last date written below (the "Effective Date") by the undersigned parties (defined below).

1. **RV Site.** Country Rose RV, LLC dba Country Rose RV ("Resort") hereby provides services on Lot _____ (the "RV Site") of the Resort at 401 south main, US-89A, Fredonia, AZ 86022 (the "Property"). Resort has the right, with 24 twenty-four (24) hours' notice to User, to relocate user to a substantially equivalent Lot at the Property.
2. **Term.** The term of this Agreement is (check one): [] Daily or [] Weekly, beginning on _____, 20____ (the "Effective Date"). User may remain at the Resort on the RV Site until _____, 20____ (the "Check Out Date"). User must vacate on the Check Out Date by 11:00 AM. If User fails to vacate, User will be removed from the premises.
3. **Park Rates, Other Charges and Late Fees.** User shall pay Resort ☐ \$_____ per day or ☐ \$_____ per week. Fees for User's stay shall be paid in advance and without demand beginning on the Effective Date of this Agreement. All payments are due and to be made payable to Resort at the address provided below. The Fee amount may be increased by giving advance notice to User. User shall also pay Resort all electrical power charges used by User in connection with the use of the RV Site. Resort will not accept partial payments of Fees or other charges. If timely payment is not made, User must immediately vacate.
4. **Rules and Regulations.** User and their guests, invitees and all occupants shall comply with the written rules and regulations provided to User (a copy of which are attached hereto as Exhibit A and incorporated herein for all intents and purposes). User agrees to comply with all state and federal laws, rules, ordinances and regulations applicable to the Property.
5. **Resort's Right to Terminate Agreement.** Resort may terminate this Agreement for any or no reason without written demand pursuant to A.R.S. § 33-341(D). User agrees to render peaceful possession of the RV Site to Resort immediately upon demand. Upon User's peaceful surrender of the RV Site to Resort and subject to the provisions of paragraph 4 of this Agreement, Resort will refund to User the proportionate amount of any unused Fees previously paid by User to Resort per the refund schedule outlined in the Resort Rules & Regulations.
6. **Default by User.** The following acts constitute defaults by User ("Acts of Default"):
 - a. Failure to timely pay Fees or other lawful charges when due under this Agreement;
 - b. Giving false information on any application to Resort;
 - c. User, User's guests and/or occupants fail to comply with any rule or regulation or term, covenant or condition of this Agreement;
 - d. User has materially breached the terms of this Agreement by any action such as violating provisions of this Agreement or committing serious misconduct or criminal acts;
 - e. User holds over after demand by the Resort for the User to vacate and return possession of the lot; and/or
 - f. User holds over after Resort makes demand on the User to vacate during the Term in accordance with paragraph 6 of this Agreement.
7. **Condition of RV Site.** By execution of this Agreement, User acknowledges and agrees that the RV Site is neat and clean and adequate for User's use. Upon termination or expiration of this Agreement, User agrees to surrender the RV Site to Resort in a neat and clean condition.
8. **Assignment.** User shall not have the right to assign or sublet the RV Site hereunder to any person or persons.
9. **Governing Law.** This Agreement is governed and construed in accordance with the laws of the State of Arizona. This Agreement shall give no rights of tenancy and User agrees this Agreement may be terminated by the Resort pursuant to A.R.S. § 33-341(D) and paragraph 7 of this Agreement without written notice.

10. Removal. If User fails to vacate the Lot and the Resort entirely upon demand by the Resort, the User agrees he/she is a trespasser and may be immediately removed from the Resort by law enforcement along with their RV. Further, the User agrees that he/she is guilty of criminal trespass in the third degree for the failure to vacate and return possession of the Lot as demanded by the Resort.
11. Attorney Fees. In the event any legal proceedings of any kind are instituted to collect unpaid Fees, electrical charges or for possession of the RV Site, Resort may collect from User all reasonable costs and attorney fees incurred by Resort in pursuing such action.
12. Jury Trial Waiver. **IN ANY LEGAL ACTION ARISING OUT OF THIS AGREEMENT, THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY AND AGREE THAT ANY ACTION SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.**
13. Waiver. Resort's failure to insist on strict compliance with the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of the right or power for all or any other times.
14. **NO LIABILITY.** USER HEREBY INDEMNIFIES, RELEASES AND HOLDS RESORT, ITS OFFICERS, OWNERS, EMPLOYEES AND AGENTS (THE "RESORT PARTIES") HARMLESS FROM ANY PROPERTY DAMAGE, PERSONAL INJURY, CLAIMS, CAUSES OF ACTION, DAMAGES, LOSS, EXPENSES, AND/OR LIABILITIES (HEREAFTER COLLECTIVELY, "LOSS") ARISING OUT OF OR RELATED TO USER'S USE OF THE RV SITE, THE AGREEMENT, THE PROPERTY AND/OR ANY CONDITION THEREON, REGARDLESS OF WHETHER SUCH LOSS WAS CAUSED BY THE NEGLIGENCE OF ANY OF THE RESORT PARTIES.

The terms and conditions of this Agreement are agreed to and accepted by:

LANDLORD:

Country Rose RV, LLC

By: _____
(Manager)

Phone: (928) 232-0318

Date: _____

TENANTS:

User 1 Signature: _____

User 1 Printed Name: _____

User 2 Signature: _____

User 2 Printed Name: _____

Address: _____

City, State, Zip Code: _____

Phone: _____

Date: _____