

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

RENTAL AGREEMENT
(RV SPACES ONLY, NOT FOR USE WITH PARK MODELS)
MONTH-TO-MONTH

LANDLORD: Country Rose RV, LLC
dba Country Rose RV
401 South Main, US-89A
Fredonia, AZ 86022

TENANT(S): _____
(Print Name)

(Print Name)

PREMISES: Space No. _____
401 South Main, US-89A
Fredonia, AZ 86022

COMMENCEMENT DATE: _____

Landlord hereby rents to Tenant and Tenant hereby rents from Landlord the above-described Premises (the “Premises”), which is located in the Park identified above (the “Park” or “Community”), on the terms and conditions set forth below.

1. **TERM** – The term of this Agreement shall begin on the Commencement Date and shall end on the last day of the same month as the Commencement Date. Upon expiration of this Agreement, tenancy shall be on a month-to-month basis on the same terms and conditions as set forth herein.

2. **TERMINATION** – Either party may terminate this Agreement for any reason by giving the other party ten (10) days’ notice pursuant to A.R.S. § 33-341(B). Landlord may terminate this Agreement without notice in the event of Tenant’s failure to pay rent or for criminal conduct of any member of Tenant’s household, or for violation of Landlord’s Rules and Regulations.

3. **RENT** – Rents under this Agreement, which shall be paid without deductions or offsets, shall be as follows:

Base Rent per month:	\$ _____
NSF Fee:	<u>\$25.00 per returned check</u>
Other: _____	\$ _____

Any utilities paid to Landlord as set forth below

Extra Person Fee: three dollars (\$3.00) per day per person for each occupant in excess of two (2) occupants living on the Premises (exclusive of guests);

Notice Fee: If the landlord is required to send a legal notice due to breach of this Agreement, the tenant shall be obligated to pay a \$10.00 notice fee, in addition to all other amounts owed, to cover the administrative costs associated with preparation and delivery of the notice;

Late Charges: In addition to all other rights and remedies of Landlord and without prejudice to Landlord's right to terminate this Agreement for non-payment of rent, late fees of thirty-five dollars (\$35.00) are due on the sixth (6th) day of the month after the due date and five dollars (\$5.00) a day thereafter until paid in full. Separate late fees shall accrue on each month's rent that is late or unpaid. Late fees constitute additional rent.

Rent is due and payable on the first (1st) day of each month without prior demand or offset. Rent forwarded by mail shall not be deemed paid until it is received by the Manager. Tenant shall pay, in addition to the base rent, all transaction privilege, sales, or other taxes applicable to rent, as additional rent each month. If a drop box is provided for afterhours payment, Tenant agrees that use of the drop box is at the sole risk of the Tenant. Rent placed in the drop box is not deemed paid until it is received by the Manager.

4. USE – Only residential use is permitted. Only Tenant and the following individuals may reside on the Premises:

1. _____
2. _____

5. DESCRIPTION OF RV – Tenant warrants the following accurately describes the RV which will be placed on the Premises:

Type: _____ Make: _____ Year: _____ VIN: _____

6. RULES – Tenant agrees to abide to the extent applicable with the Park's Rules and Regulations and Statements of Policy, with any special rules posted at Community facilities, and with any and all governmental orders and mandates including but not limited to those related to health and safety.

7. CONDUCT – Tenant shall be fully responsible for the conduct of all members of Tenant's household and for all guests of Tenant while in the Park. Tenant, Tenant's occupants, guests, invitees, and visitors must behave in a reasonable and respectful manner at all times in the Park, including but not limited to towards other tenants, and Park employees, vendors, management, and staff. Offensive or inappropriate conduct towards anyone, and/or harassment of anyone, including but not limited to Park management and staff, will not be tolerated and is grounds for termination of tenancy. Tenant, Tenant's occupants, guests, visitors, or invitees shall not interfere in the management or operation of the Park.

8. **UTILITIES** – In addition to all other rental charges set forth in this Agreement, utility service shall be paid for as indicated below (**fill in appropriate space; insert “N/A” if not applicable**) and all utilities purchased from Landlord shall constitute additional rent:

Type of Service or Utility	Pays/Purchases From Landlord	Pays Utility Directly	Included in Base Rent
Electricity			X
Water			X
Sewer			X
Trash			X

9. **JURY TRIAL WAIVER** – The parties hereby waive their respective rights to trial by jury in any action arising out of or related in any way to this Agreement, including but not limited to eviction actions.

10. **ATTORNEYS’ FEES** – In the event of a dispute hereunder, the prevailing party shall be entitled to his/her reasonable attorneys’ fees and costs.

11. **APPLICABLE LAW** – This Rental Agreement is covered by Chapter 3, Title 33 ARS (A.R.S. §§ 33-301 through 33-381). It is **NOT** covered by the Arizona Mobile Home Parks Residential Landlord and Tenant Act since Tenant is renting the premises for use by a Recreational Vehicle, and not by a Mobile or Manufactured Home. It is not covered by the Arizona Recreational Vehicle Long-Term Space Rental Act since this tenancy is for 180 days or less.

12. **TRANSFER** – This Agreement and/or possession of the Premises may not be assigned, sublet, or otherwise transferred without the prior written agreement of Landlord.

13. **ACCEPTANCE OF PREMISES** – Tenant affirms that Tenant has inspected the premises and the Park, and Tenant acknowledges that the premises and the Park are in a good state of repair, sanitary, in fit and habitable condition and accepts the premises and the Park “as is.”

14. **FORCE MAJEURE** – If the performance by Landlord of any of Landlord’s obligations or undertakings under this Rental Agreement is interrupted or delayed by any occurrence not occasioned by the conduct of either party to this Rental Agreement, whether that occurrence is an act of God or public enemy, or whether that occurrence is caused by war, riot, storm, earthquake, epidemic, pandemic, or other natural forces, or by the acts of anyone not party to this Agreement, then Landlord shall be excused from any further performance for whatever period of time after or during the occurrence is reasonably necessary to remedy the effects of that occurrence. Tenant’s obligation to pay rent and any other amounts due hereunder shall not be abated by any such occurrence. Further, any Community common areas and facilities are not guaranteed and such facilities may be temporarily or even permanently closed for renovations, remodeling, change in use, meetings, Management use, training, maintenance, national emergencies, epidemics, pandemics, acts of God, due to force majeure, and the like, without any modification or change to the amount of rent paid pursuant to this Agreement.

15. INDEMNIFICATION – TO THE FULLEST EXTENT AS PROVIDED BY LAW, TENANT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS LANDLORD AND ITS PARENTS, SUBSIDIARIES, AFFILIATES AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS, FROM ANY AGAINST ANY AND ALL THIRD PARTY CLAIMS, DISPUTES, DEMANDS, ACTIONS, SUITS, PROCEEDINGS, DAMAGES, LOSSES, AND OTHER LIABILITY'S, COSTS, AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) ARISING OUT OF OR RELATED TO THE AGREEMENT, TENANT'S OCCUPANCY OR RESIDENCY OF THE PREMISES, ACTIONS OR INACTIONS OF THE TENANT OR ITS OCCUPANTS, GUESTS, VISITORS, INVITEES, OR PETS, WHETHER OR NOT THE EVENTS THAT GIVE ARISE TO THE INDEMNIFICATION OCCUR IN OR OUTSIDE OF THE COMMUNITY.

16. ENTIRE AGREEMENT – This Agreement supersedes any prior agreements, written or oral, with respect to the subject matter of this Agreement. THE ON-SITE PARK MANAGERS ARE NOT AUTHORIZED TO MAKE ANY REPRESENTATIONS NOT CONTAINED IN THIS AGREEMENT OR TO STRIKE OR AMEND THE PROVISIONS OF THIS AGREEMENT OR THE PARK'S RULES AND REGULATIONS IN ANY WAY. ANY MODIFICATION TO THIS AGREEMENT MUST BE IN WRITING, SIGNED BY AN AUTHORIZED REPRESENTATIVE OF PARK OWNERSHIP.

Landlord:
Country Rose RV, LLC
dba Country Rose RV

By: _____
Park Manager

Date: _____

Tenant:

Date

Tenant:

Date