

# Railroad Springs MHC, LLC

1044 Topeka Street Kingman, Arizona Mailing Address: 8224 W. Charleston Blvd, Suite 1, Las Vegas, NV 89117  
928-400-1000 Email: Info@RailroadSprings.com

## SPACE RENTAL/LEASE AGREEMENT

**Landlord:** RAILROAD SPRINGS MHC, LLC

**Tenant:** \_\_\_\_\_ (print)

**Tenant:** \_\_\_\_\_ (print)

**Premises Location:** 1144 Topeka Street, Space # \_\_\_\_\_, Kingman, Arizona, 86401

Landlord hereby rents to Tenant and Tenant hereby rents from Landlord the above-described Premises which is located in the Railroad Springs MHC (also known as Legacy Mobile Home Park) at the above address, herein known as the Park, on the terms and conditions set forth below.

1. **TERM** – This agreement shall begin on \_\_\_\_\_, \_\_\_\_\_ and shall be on a month-to-month basis on the same terms and conditions as set forth herein unless a new written Agreement is executed as provided in A.R.S. 33-1413.
2. **RENT** – Rents under this agreement shall be paid without deductions or offset and shall be as follows:
  - A. The base rent shall be \$495.00 per month.
  - B. Other fees and charges which the tenant will pay each month as additional rent are:
    - a. Pet fee in the amount of \$ 0.00 per month for first pet, \$10.00 per month for the second pet(s). Not applicable to assistive animals.
    - b. Extra person fee in the amount of \$25.00 per month for each adult in excess of two adults living on the space (exclusive of guests).
    - c. Storage fee in the amount of \$ \_\_\_\_\_ per month.
    - d. Returned check fee in the amount of \$25.00 for any check returned unpaid by your bank.
    - e. Notice Fee in the amount of \$25.00 for any notices sent to tenant that constitutes legal notice of violations under this agreement.
    - f. Other: \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ per month.
    - g. Other: \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ per month.
  - C. Landlord may at any time, increase rents to compensate Landlord for increases in Landlord’s costs of insurance, taxes or utility rate increases as provided in A.R.S. 33-1413.
  - D. In all instances, rent shall be payable on the first day of each month at the Landlord’s mailing address without notice or demand and rent forwarded by mail shall not be deemed paid until it is received by the Manager at Manager’s Office. Tenant shall pay in addition to the rent, all transaction, privilege, sales, or similar taxes applicable to rent. No cash will be accepted as payment. Landlord may allow additional forms of payment methods, i.e. web and electronic based payments with possible discounts, at Landlord’s full discretion and requirements, for those form of payments and Tenants that are in full compliance with this agreement and the Rules and Regulations of the Park.
3. **LATE CHARGES** – In addition to all other rights and remedies of the Landlord and without prejudice to Landlord’s right to terminate this agreement for non-payment of rents, tenant shall pay to Landlord a late charge in the amount of twenty-five dollars (\$25.00) for any rent not received within five (5) days after it is due, and five dollars (\$5.00) per day if it remains unpaid thereafter. Separate late charges will accrue on each month’s rent which is late or unpaid.
4. **IMPROVEMENTS, REPAIRS & MODIFICATIONS** – Tenant must make any and all improvements to any manufactured home or tenant-owned appurtenances maintained on the Premises, until said home and appurtenances meet or surpass all standards as set forth in the community’s current *Rules and Regulations* and *Statements of Policy*. Additionally, Tenant shall make repairs when necessary to maintain said home and

appurtenances at the standards set forth in the community's *Rules and Regulations* and *Statements of Policy*. Further Tenant must maintain and keep home so that it conforms to all city, state, and federal codes governing Manufactured Homes. Tenant warrants that he/she will hold the Landlord harmless regarding any modification to any home under Tenants control.

5. **USE** – Tenant shall be fully responsible for the conduct of all members of his household and for all guests of Tenant while in the community. The Premises will be used solely as the site for the home described below, which shall be used solely for residential purposes and occupied only by Tenant(s) and the following named residents:

\_\_\_\_\_  
\_\_\_\_\_

Tenant warrants and represents to Landlord that the following information is accurate.  
Name and address of home's legal owner (enclose photo of home's title(s)).

\_\_\_\_\_

Make of Home \_\_\_\_\_ Model \_\_\_\_\_

Year of Manufacturer \_\_\_\_\_ Size \_\_\_\_\_ x \_\_\_\_\_

Serial Number \_\_\_\_\_ HUD Number \_\_\_\_\_

Name and address of lienholder: \_\_\_\_\_

\_\_\_\_\_  
Tenant agrees to notify Landlord within ten days of any changes in the above information, the release of any lien on the home or the creation of a new lien on the home.

6. **UTILITIES** – Utility services shall be considered rent and paid for as indicated below.
- A. Electricity: Tenant pays \_\_\_\_ Unisource Utility – 100amp service panel.
  - B. Natural Gas: Tenant pays \_\_\_\_ Unisource Utility \_\_\_\_\_.
  - C. Water: Park Pays
  - D. Trash collection: Park Pays.
  - E. Sewer charges: Park Pays.
  - F. Other: Tenant pays \_\_\_\_\_.
7. **GUEST FEE** – Landlord may charge a guest fee in accordance with the schedule of charges posted in Manager's Office for any guest who stays at the Tenant's home for more than fourteen (14) days in a calendar month. If a guest stays more than thirty (30) days in a twelve-month period, that guest becomes a prospective tenant and is subject to prior approval of management.
8. **TRANSFER** – This Agreement may not be assigned, sublet or otherwise transferred without prior written approval of management.
9. **ATTORNEY'S FEES** – In the event Landlord or Tenant commences litigation to construe or to enforce this Agreement, or to recover damages for breach of this Agreement, or to obtain possession of the Premises, the prevailing party shall be entitled to recover his/her reasonable attorney's fees.
10. **NOTICES** – In accordance with A.R.S. section 33-1432, Landlord does hereby disclose the following information:
- A. Name and address of the authorized manager of the Premises: \_\_\_\_None on Premises\_\_\_\_
  - B. Name and address of the person authorized to act for and on behalf of owner for purposes of service of process and for the purpose of receiving and receipting notices and demands.  
Curtis Scheppmann, 8220 W Charleston Blvd, Las Vegas, NV 89117
  - C. Name and address of the Owner of the premises: Curtis & Karen Scheppmann Managers of the RAILROAD SPRINGS MHC LLC at 8220 W Charleston Blvd, Las Vegas, NV 89117.
  - D. All notices provided for herein or under applicable law shall be in writing and shall be delivered to Tenant at the Premises unless notice of a different address for the giving of notices is provided in writing. Tenant agrees to contact US Postal Office to acquire a key for Premise's corresponding mailbox.
11. **JURY TRIAL WAIVER** – The parties hereby waive their respective rights to trial by jury in any proceeding brought be either of them against the other arising out of or any way connected with this Agreement, including, but not limited to, forcible entry and detainer actions.

12. **RULES AND REGULATIONS** – The Community’s *Rules and Regulations* are incorporated herein by reference as part of this Rental Agreement. Tenant agrees to abide by all the provisions of the Community’s *Rules and Regulations* as currently written and as amended, including special rules posted at the Community’s facilities.
13. **STATEMENTS OF POLICY** – Tenant agrees to abide by all the provisions of the Community’s *Statements of Policy* as currently written and as amended. A copy of the current *Statements of Policy* is attached hereto and incorporated herein by reference.
14. **EASEMENT ACCESS** – Landlord reserves an easement to enter upon the Space at any time for the purpose of maintaining any of the Utility or Facility installations and for the purpose of inspecting for compliance with any and all Federal, State, or Local laws, or the Rules and Regulations of the Park.
15. **INDEMNITY** – Tenant(s) agrees to indemnify and hold the Landlord harmless from and against all loss, liability and expense in connection with any injury to any person or property by reason of any act or failure to act by the Tenant(s), resident of space or the Tenant(s) guests or visitors.
16. **RIGHT OF FIRST REFUSAL** - If during the term of this lease or any extension thereof, the Tenant shall accept an offer to purchase Tenant’s mobile home, or if Tenant intends to enter into an agreement for the sale of said property, Tenant shall first give the Landlord written notice setting forth the name and address of the prospective buyer, the purchase price, and all the terms and conditions of the proposed sale and a copy of the signed purchase agreement. After delivery of such notice, the Landlord shall have the right to purchase the property upon the same terms and conditions. The right of first refusal shall be exercised by certified mailing or personal delivery to Tenant within 3 business days of receipt of notice. Should Landlord elect not to purchase on such terms and within said 3 business days, the right of first refusal shall be deemed expired, and Tenant may proceed to sell the property upon the terms and conditions set forth in the notice to Landlord. This provision shall not apply to sales by Tenant to individuals who intend to keep the mobile home on the premises, who intend to reside therein for a period of twelve months or more, and who make application to Landlord for approval as tenants and who are in fact approved as Tenants.
17. **MARIJUANA** - Management has determined that the use, possession, distribution or manufacture of marijuana will interfere with the health, safety, welfare and right to peaceful enjoyment of the premises by other residents. In accordance with the Crime Free Addendum and supporting federal laws, any use of marijuana (medical or otherwise) by the tenant or their guests will result in an immediate termination. This includes both public and private use.
18. **LANDSCAPING** - Tenant is responsible for maintaining that portion of the premises that tenant occupies in good condition and complying with all applicable provisions of city, county and state codes affecting health and safety. Tenant is responsible for maintaining all landscaping and plantings including shrubs and trees located on that portion of the premises tenant occupies weekly.
19. **OUTSIDE LIGHTING OF HOME OR SPACE** - Tenant will provide at his or her sole cost and expense some form of outside lighting for the benefit of all tenants of the Community. All outdoor lighting will always need approval by Landlord before it is implemented, put up, installed, or modified.
20. **NOISE, NUISANCES AND QUIET ENJOYMENT** - Tenant agrees, at the cost of his or her own restriction of use, will not cause or allow any noise or conduct, or use, that will cause a Nuisance for Noise to another tenant within the Park. Further it is agreed that Noise or Nuisance will consist of, but not limited to, the playing of any electronic devise which is producing a sound level of more than 56 decibels, barking dog or nosey pets or loud yelling or arguing. If tenant violates this Noise, Nuisance or Quiet Enjoyment clause more than 2 times within the tenant’s tenancy, it will cause landlord to terminate the tenant’s tenancy as per the rights and specification of this agreement and for the benefit of all tenants.
21. **WATER USAGE AND MANAGEMENT** - At the time of this agreement, it is acknowledged that the Park requires water management of its and its tenants water usage due to the high drought found in the Southwest states. Tenant agrees that landlord may from time to time and at his sole discretion adjust, reduce, turn off and or manage the usage of water for outside plants, trees, shrubs, lawns, or foliage located within tenant’s space. Tenant agrees to allow Landlord to adjust water landscape clocks owned and maintained by the Tenant. This availability for Landlord to manage water conservation does not remove or eliminate the tenant’s responsibility to maintain all landscaping on their Homesite as per this agreement.

22. **REMOVAL OF HOMES** –

- A. Upon removal, the space must be returned to condition before home was moved in. This includes but is not limited to removal of all structures, removal of all landscaping, removal of all utility connections to park or utility owned systems, removal of ground anchors, restoring lot to original grade and removal or repair of any concrete pads or sidewalks unless Management consents in writing to allow certain items to remain.
- B. Upon removal of the home, if the person designated as the responsible party for the restoration of the space is not a licensed contractor through the Registrar of Contractors or the Department of Building and Fire Safety, Management may require additional deposits or bond prior to removal. This additional deposit may not exceed two thousand, five hundred dollars when added to any deposits Management holds for Tenant.

23. **EXECUTION** – Tenant has ten (10) days from \_\_\_\_\_, \_\_\_\_\_, date of Landlord’s tender of this unexecuted agreement to sign and return to Landlord both this Agreement and the attached Acknowledgement of Receipt.

**Landlord :**

**Tenant(s)**

By: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date