

Railroad Springs MHC, LLC

1044 Topeka Street Kingman, Arizona
Mailing Address: 8224 W. Charleston Blvd, Suite 1, Las Vegas, NV 89117
928-440-1000 Email: Info@RailroadSprings.com

RV/TRAVEL TRAILER RENTAL AGREEMENT

Landlord: Railroad Springs MHC, LLC – herein known as the Park

Tenant(s) _____

Premises: 1144 Topeka St, Space # _____, Kingman AZ 86401.

Landlord hereby rents to Tenant and Tenant hereby rents from Landlord the above-described Rental space, which is located in the Park identified above, on the terms and conditions set forth below.

1. **TERM** - Term of this Agreement shall be one month. 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.
3. **RENT and DEPOSITS**- Rents under this Agreement, which shall be paid without deduction or offsets, shall be as follows:
 - Basic or Base Rent per month: \$495.00, EXCLUDING utility charges.
 - Returned Check Fee \$ 25.00 per returned check.
 - Pet Fee for 2nd pet \$ 25.00_____, per month. (No more than 2 pets per space)
 - Notice Fee \$ 25.00 per notice for all legal notices.
 - Other _____ \$ _____

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, at Landlord's full discretion, may allow additional forms of payment methods, i.e. web and electronic based payments with possible discounts for those form of payments and tenants that are in full compliance with this agreement and the Rules and Regulations of the Park.

4. **UTILITIES** - Tenants shall contact UNISOURCE and pay all electrical charges and cost. The Park will provide sewer and water up to 3000 gallons a month after which tenant will be billed rates equal to the city of Kingman residential water rate on monthly statement at sole landlords' discretion.
5. **LATE CHARGES** - Late charges are five dollars (\$5.00) per day retroactive to the day following the due date for any rent not received within five (5) days of the due date.

6. **MAINTENANCE** - Tenant must make any and all repairs and improvements to the rental space so as to maintain it at least as good a condition as it is in on the date Tenant takes possession. **Tenant agrees to give Landlord a security deposit in the sum of \$ _____**. Such deposit shall be held by Landlord during the term of the Agreement and refunded to the Tenant upon termination of this Agreement; provided that he will vacate the rental space in as good and clean a condition as when Tenant took possession. Return of this Deposit shall be by mail within fourteen days of termination of rental agreement and tenant vacating the rental space. Any deductions for cleaning or repairs shall be itemized in the statement to accompany partial refunds.
7. **RULES AND REGULATIONS** - Tenant agrees to abide by all Rules and Regulations as well as the Statements of Policy of the Park to the extent that they are applicable to the tenant renting this RV space. The Community's *Rules and Regulations* and *Statement of Policy* are incorporated herein by reference as part of this Rental Agreement.
8. **ATTORNEY'S FEES** - In the event Landlord or Tenant commences litigation to construe or to enforce this Rental Agreement, or to recover damages for breach of this Rental Agreement, or to obtain possession of the Premises, the prevailing party shall be entitled to recover his/her reasonable attorney's fees and court costs
9. **JURY TRIAL WAIVER** – The parties hereby waive their respective rights to trial by jury in any proceeding brought by either of them against the other arising out of or any way connected with this agreement in forcible entry and detainer actions.
10. **USE** - Only the tenant(s) and the following individual(s) may reside on the premises:

11. **APPLICABLE LAW** - This rental Agreement is covered by Chapter 3, Title 33 A.R.S. It is NOT covered by the Arizona Mobile Home 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. Furthermore, the term of this agreement is less than one hundred, eighty (180) days and is specifically removed from A.R.S. 33-2100, commonly known as the Recreational Vehicle Long-Term Space Rental Space Act.

Dated: _____, _____

X _____
 Tenant Date

X _____
 Tenant Date

Phone: _____

Phone: _____

Email: _____

Email: _____

 Manager
 Railroad Springs MHC, LLC