

Railroad Springs MHC, LLC

1144 Topeka Street Kingman, Arizona
Mailing Address: 8224 W. Charleston Blvd, 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 paid per month: \$695.00 power provided by park. (\$200.00 Max a month).

Possible additional fee:

Basic or Base rent can be reduced to \$495.00 per month if Tenant provides their own Electrical Power

Basic or Base rent can be reduced by \$60.00 per month if Tenant allows Landlord to setup ACH payments and Tenant complies with all Rules and regulations every month in the Park.

Basic or Base rent can be modified to \$225.00 per week if tenant elects Weekly payments along with the availability to terminate lease with a week's notice.

Returned Check Fee \$ 25.00 per returned check.

Pet Fee for 2nd pet \$ 25.00, per period. (No more than 2 pets per space)

Notice Fee \$ 25.00 per notice for all legal notices.

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. Tenants 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 costs. 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 \$0.00.** 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. **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.
8. **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 and the Rules and Regulations of the Park. Tenants are responsible for maintaining all landscaping and plantings including keeping space weed free and clean from all debris trees located on that space which tenant occupies weekly.
9. **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 device 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.
10. **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.
11. **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.
12. **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.

13. **INSURANCE** – Landlord does not carry public liability or property damage insurance to compensate Tenant. Tenant agrees to pay for and carry insurance at all time, while residing in the space provided within this agreement, insurance that covers his/her RV and personal property and in addition liability insurance in the amount of \$300,000 that covers liability for his or her acts of themselves, guest, pets, or animals of the Tenant. Tenant further agrees that if tenant fails maintain and provide Landlord current documentation of this insurance requirements, Landlord may obtain and “force place” insurance at Tenants additional monthly cost.

14. **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

15. **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.

16. **USE** - Only the tenant(s) and the following individual(s) may reside on the premises:

15. **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.

Date: _____, _____

X _____
Tenant Signature Date

X _____
Tenant Signature Date

Phone : _____

Phone : _____

Email : _____

Email : _____

Manager
Railroad Springs MHC, LLC