

RAYCO RV Park

Month-To-Month Rental Agreement For Recreational Vehicle Tenants

Tenants who are listed on this application agree to lease the space in **RAYCO RV Park**, hereinafter referred to as "Park", according to the terms and conditions set forth in this agreement. **All prices subject to change without notice.**

TERM: This Rental Agreement shall establish a month to month tenancy. Tenant acknowledges and agrees that he or she will vacate the space which is the subject of this Agreement no later than the date through which rent has been paid. If the tenant does not vacate the space after due date, he/she agrees to accept disconnection of electricity and water by RAYCO RV Park, and agrees to pay extra legal fees, towing fees, and so on, related to eviction of the tenant.

RENT: Tenant(s) shall pay rent in full on the first day of each month, commencing on the start of the term of this Rental Agreement. The rent and all other charges must be paid without deduction or offset and in advance on the first day of each month. A late charge will be assessed by management in the amount of \$40/Day past the first day of each month. All rent due and owing herein shall be made payable to: RAYCO RV PARK by credit or debit card. The monthly rent is not refundable when the tenant vacates the leased spot any time before the final day of the month. Spots are subject to immediate re-rental after they have been vacated by the current tenant.

RENT INCREASES: Notices of rent increases during the term of this Agreement will be in accordance with the terms and conditions of any law in effect, but no rent increase shall take effect less than thirty days from the date of written notice from the Park.

UTILITIES: Utilities are included in the monthly rent.

PARK RULES: The Park Rules are incorporated herein by reference as though fully set forth at this point. Tenant(s) agrees to comply with all Park rules that now exist and any such additional rules as may be promulgated by the Park from time to time.

CHANGES IN RULES, STANDARDS OF MAINTENANCE, SERVICES, and EQUIPMENT OR PHYSICAL IMPROVEMENTS: The Park's rules and regulations, standards of maintenance of physical improvements in the park, together with services, equipment and physical improvements within the park may be changed from time to time as provided by any law then in effect.

ENTRY UPON RESIDENT'S SPACE: The Park shall have a right of entry upon the land on which a recreational vehicle is situated for maintenance of utilities, maintenance of premises if the occupant fails to do so, and the protection of the Park at any reasonable time. However, such entry shall not be in a manner or at a time which would interfere with the occupant's quiet enjoyment. The Park may enter a recreational vehicle without the prior written consent of the occupant in the case of an emergency or when the occupant has abandoned the recreational vehicle.

TERMINATION OF RENTAL AGREEMENT BY TENANT: Tenant(s) understands that this Rental Agreement will remain in effect and Tenant(s) will be liable to pay rent as set forth in this Agreement whether or not the Tenant(s) occupies the space or maintains a recreational vehicle at the space for the term of this Rental Agreement. Spaces that are no longer occupied by the tenant are subject to immediate re-rental to a new tenant.

RENTING OR SUBLETTING: Tenant(s) shall not sublease or otherwise rent all or any portion of Tenant(s) recreational vehicle or the premises. Tenant(s) shall not assign or encumber his or her interest in this Rental Agreement or the premises. No consent to any assignment, encumbrance, sublease or other renting shall constitute a further waiver of the provisions of the paragraph. If Tenant(s) consist of more than one person, a purported assignment, voluntary, involuntary, or by operation of law, from one person to the other shall be deemed an assignment with the meaning of this paragraph. Our rates are based upon occupancy of two (2) people, one (1) RV rig, and two (2) auxiliary vehicles per RV site. Rates are based upon double occupancy (2) persons with a charge of \$4.00 per night per each additional person over the (2) persons.

PETS: Special Permission to keep a house pet in the Park must be obtained from Park Management. A house pet is defined as a pet that spends its primary existence within the RV. Park Management reserves the right to deny a Resident a pet if a proposed pet would pose a threat to the health and safety of Residents of the Park. The Pet Rules are incorporated herein by reference as though fully set forth at this point. Tenant(s) agrees to comply with all Pet Rules that now exist and such additional Rules as may be promulgated by the Park from time to time. Tenant responsible for cleaning up after their pets.

USE PROHIBITED: The recreational vehicle and premises shall be used only for private residential purposes and no business or commercial activity of any nature shall be conducted thereon. No group activities or assemblies will be held in the Park.

WAIVER: The waiver by the Park or, of the failure of the Park to take action in any respect because of any breach of a term, covenant or condition contained herein of the violation of a Park Rule or Regulation shall not be waiver of that term or rule. The subsequent acceptance of rent by the Park shall not be a waiver of any preceding breach of this Rental Agreement by the Tenant(s) or any violation of Park Rules or failure of Tenant(s) to pay any particular rent, regardless of the Park's knowledge of the preceding breach or violation of the Park Rules or Regulations or failure to pay rent.

ATTORNEY'S FEES AND COSTS: In any action arising out of Tenant(s)'s tenancy or this Agreement the prevailing party shall be entitled to reasonable attorney's fees and costs. A party shall be deemed a prevailing party if the judgement is rendered in his or her favor or where the litigation is dismissed in his or her favor prior to or during the trial, unless the parties otherwise agree in the settlement or compromise.

INTERPRETATION: Each provision of this agreement is separate, distinct and individually enforceable. In the event any provision is declared to be unlawful or unenforceable, the validity of all provisions shall not be affected.

EFFECT ON THIS AGREEMENT: Tenant agrees that this Rental Agreement contains the entire Agreement between the parties regarding the rental of space within the Park. All prior negotiations or stipulations concerning this matter which preceded or accompanied the execution of this Agreement are conclusively deemed to have been superseded by this written Agreement. This Agreement completely supersedes any prior Agreement of the parties, whether in writing or oral.

SUCCESSORS AND ASSIGNS: This Agreement and each and all of its terms, provisions, covenants, conditions, rights and obligations shall be binding upon the time and insure the benefit of the parties hereto and their respective successors, assigns, heirs, executors, and administrators.

ACKNOWLEDGMENT: Tenant(s) acknowledges that he and/or she have read, understood and received copies of this Rental Agreement; together with a copy of the Park Rules and Regulations, and further that he and/or she have read and understand each of these documents. Tenant(s) understands that by executing this Rental Agreement, he and/or she will be bound by the terms and conditions thereof. Payment of initial rent confirms acknowledgement and acceptance of the above.

Liability & Properties Insurance: Tenant must provide proof of insurance upon request. The insurance must cover the following: RV/Vehicle Damage by tree breakage, flood, fire, theft, or other causes.

Site# _____

Applicant Signature _____

Date: _____