

MONTH-TO-MONTH RENTAL AGREEMENT
FOR RECREATIONAL VEHICLE TENANTS

Space # _____

Tenant(s) _____, Date _____

Tenants who are listed above agree to lease the space listed above in _____ referred to in the balance of this document as “Park,” according to the term set forth in this agreement.

TERM: This Rental Agreement shall establish a month-to-month tenancy, and is to begin on _____. However, in no event shall the term of this Agreement be for a period to exceed seven months, and shall terminate no later than _____. Tenant acknowledges and agrees that he or she will vacate the space which is the subject of this Agreement no later than the date specified herein.

RENT: Tenant(s) shall pay rent in the amount of \$_____ per month on the _____ 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 _____ day of each month. A late charge may be assessed by management in the amount of \$_____ whenever rent is paid more than five (5) days after it is due. A check return charge may be assessed by management in the amount of \$_____ whenever a check for rent or any other charges is returned unpaid from a bank or financial institution.

All rent and utility charges due and owing hereunder shall be made payable to _____ by check or money order and be delivered either personally or by U.S. Mail to the following person and address (or to such other person and/or address as provided by Landlord upon notice to Tenant):

Park Manager: _____ (_____) _____
Adrs, City, St, Zip _____

If rent payment is to be made personally, the Park Office is usually open from:
_____ . m. to _____ .m. on the following days: _____ (except holidays).

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 AND OTHER CHARGES: Included in the rent are the monthly charges for:

In addition, the following utility services or other charges will be billed by the Park to the Tenant(s) on a monthly basis:

The charges for these services are due and payable on the _____ day of each month following the billing under the same terms and conditions as the payment of rent. In the event that these charges are changed by any governmental or quasi-governmental agency, the increase or decrease for such charges shall be billed directly to the Tenant(s) at the same time as they become effective.

The responsibility and payment for any additional utility services not enumerated above are the obligation of the Tenant(s).

ADDITIONAL SERVICES: Additional services to be provided by the Park are:

SECURITY DEPOSIT: Tenant(s) shall pay the amount of \$_____ for a security and/or utility deposit, which shall be refunded upon termination of the Tenant(s)’s tenancy in the Park to the extent that the amount is not necessary to remedy the Tenant(s)’s default in the performance of this Rental Agreement and/or to repair damages to the space or Park caused by the Tenant(s), not including ordinary wear and tear.

PARK RULES: The Park Rules are attached as **Exhibit A** and 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 such additional Rules as may be promulgated by the Park from time to time.

CHANGES IN RULES, STANDARDS OF MAINTENANCE, SERVICES, EQUIPMENT OR PHYSICAL IMPROVEMENTS: The Park’s rules and regulations, standards of maintenance of physical improvements in the Park, together with services (including utilities), 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 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, unless the Tenant sells the recreational vehicle to a purchaser who is approved by the Park and who executes a new Rental Agreement or unless the Tenant removes the recreational vehicle from the Park.

RENTING OR SUBLETTING: Tenant(s) shall not sublease or otherwise rent all or any portion of Tenant(s)'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 this paragraph. If Tenant(s) consists 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.

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.

MEGAN'S LAW DISCLOSURE: NOTICE: The California Department of Justice, sheriff's department, police department serving jurisdictions of 200,000 or more, and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

GOVERNMENTAL RESTRICTIONS: (1) The use permit issued by the city/county of _____ restricts the occupancy of any recreational vehicle or space in the Park to _____ persons. Tenant(s) shall not violate these restrictions by having more than _____ persons residing in the recreational vehicle or on the space. (2) The use permit issued by the city/county of _____ restricts the occupancy of any recreational vehicle or space in the Park to adults only and prohibits any school age children to reside in the recreational vehicle or on the space.

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.

WAIVER: The waiver by the Park, or 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 a 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 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 judgment 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 Rental Agreement is separate, distinct, and individually enforceable. In the event any provision is declared to be unlawful or unenforceable, the validity of all other 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 and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, executors, and administrators.

ALTERATION OF THIS AGREEMENT: This Agreement may be altered by Tenant only by written agreement signed by both of the parties or by operation by law. This Agreement may be altered by Owner by written agreement signed by both of the parties, by operation of law or in any manner provided by the Recreational Vehicle Park Occupancy Law or other applicable law.

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.

SIGNATURES & DATES: _____
Tenant
Tenant

Park Management

INFORMATION CONCERNING THE RECREATIONAL VEHICLE WHICH PRESENTLY OCCUPIES OR WILL OCCUPY, THE SPACE WHICH IS THE SUBJECT OF THIS RENTAL AGREEMENT IS AS FOLLOWS:

Make, Model, Year of Recreational Vehicle _____
Vehicle ID # _____ License # _____ State of Registration _____
Legal Owner's Name _____ Phone _____
Adrs, City, St, Zip _____
Registered Owner's Name _____ Phone _____
Adrs, City, St, Zip _____

Fox Sparrow RV Resort and Campground
Additional Clauses:

Force Majeure (Act of God) Clause:

"The Owner/Management shall not be held liable for any injuries, damages, or losses to persons or property caused by acts of God, including but not limited to falling trees or limbs, earthquakes, floods, fires, storms, or other natural occurrences. The Tenant assumes all risks associated with such events and agrees to hold the Owner/Management harmless from any claims arising therefrom."

Exploration and Assumption of Risk Clause:

"The Tenant acknowledges that exploring, hiking, or venturing into the surrounding woods or undeveloped areas is done at their own risk. The Owner/Management shall not be held responsible or liable for any injuries, accidents, or damages incurred while engaging in such activities. The Tenant assumes all personal responsibility and risk for any activities undertaken outside the designated park areas."

Rules and Regulations Clause:

"The Tenant agrees to adhere to the rules and regulations of Fox Sparrow RV Resort and Campground, which are posted online at www.foxsparrowrv.com/rules. The Owner/Management reserves the right to update these rules, and Tenants will be notified of any changes at least 30 days prior to their enforcement. Printed copies of the rules will no longer be provided unless requested by the Tenant in writing. It is the responsibility of the Tenant to stay informed of the current rules as posted online."

Tenant Name(s): _____

Signature: _____

Date: _____

Fox Sparrow RV Resort and Campground

Tenant Email Communication Consent Form

I, the undersigned, hereby give permission to Fox Sparrow RV Resort and Campground to send me communications via email regarding important updates, notices, and any other information related to my tenancy or the services provided by the park. I understand that these communications may include, but are not limited to, rent reminders, maintenance updates, policy changes, and event notices.

Contact Information:

Tenant Name: _____

Site Number: _____

Email Address: _____

By signing below, I acknowledge that I consent to receive electronic communications and understand that it is my responsibility to ensure that my contact information remains up to date. I may revoke this consent at any time by providing written notice to Fox Sparrow RV Resort and Campground.

Signature: _____

Date: _____