

MESQUITE TRAILER PARK RENTAL AGREEMENT

This document serves as notification of Park rules and when signed and dated, as an agreement to comply as follows:

1. **Rent:** Rent is due and payable in full on the 1st day of each month during normal business hours (9am to 5pm.) Any rent not paid in full at that time will be assessed a fee of \$15.00 per day, payable with the rent. No exceptions will be made. Any space deposits are nonrefundable.
2. All rent is subject to increase. Notice will be provided 30 days before increase goes into effect.
3. **Utilities:** Sewer, water, and trash are paid for by the management. You are responsible for paying electric. Your electrical bill will be sent out on the 15th of each month and must be paid in full by the 1st of the following month along with your rent. A \$50 utility deposit is required for new or short-term residents. The park does not provide cable, dish, or internet. These must be set up and paid for by tenant.
4. **RV Conditions:** For safety reasons all trailers, motor homes, and automobiles must be well maintained. All vehicles must be kept at the operational level required for admittance to the Park. No vehicle that is not operational will be allowed to remain on Park property.
5. **Insurance:** Proof of ownership, license and adequate (full coverage) insurance must be provided before acceptance to the Park. Insurance must remain in effect at all times while residing in the Park. Insurance must provide coverage for electrical, air conditioning, theft, fire, accidents, injuries or other problems or failures with your unit. There will be no exceptions.
6. **Appliances:** Renters shall repair, maintain and replace said items promptly to comply with Park standards. This includes but is not limited to water-pressure regulators and surge protectors on all large appliances. No appliances will be allowed outside of units this includes fridge, freezer, washer, and/or drier.
7. **Cleanliness:** The resident shall keep the area around the premises neat, clean and in good repair. Nothing is to be stored under or around the unit. No additional outside units are allowed without Park management approval, further any additions must be in compliance with local zoning, building and related ordinances.
8. **Repairs:** Any damage to the Park equipment caused by the resident's unit, household members, or residents shall be the resident's responsibility. All repairs or improvement, to the park and park equipment must be approved by the Park management. The cost for repair services caused by resident, resident's resident, or resident's equipment will be paid by resident.
9. **Quiet Hours:** Quiet hours are from 9:00 p.m. to 8:00 a.m. Radios, televisions and other electronic devices should never be played loud enough to be heard outside of Tenant's assigned space at any time. To assure compliance, violators will be given a warning on the first occurrence, and thereafter a \$25.00 fine will be assessed. More than (3) three violations will result in notification to vacate the Park.
10. **Conduct:** The resident will be held responsible for the activities and behavior of persons residing with resident as well as any guests. Resident shall be required to respect the privacy and areas of other residents. The resident and resident's household members and guests shall not conduct themselves in a way that unreasonable disturbs other residents.
11. **Disruptive Behavior:** Disorderly conduct, drunkenness, illegal drugs, obscene language, obnoxious, disruptive or vulgar behavior will not be tolerated. They will be reason for immediate eviction without refund.
12. **Drugs:** Illegal drugs of any form are prohibited on the property of Mesquite Trailer Park. Person(s) caught in violation of this rule are subject to immediate eviction without a refund. Person(s) knowing of any illegal activity are encouraged to notify the management immediately. Any information reported will be strictly confidential.

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13. **Guests:** All residents will notify Park management of any overnight guests. Guests staying more than (3) three nights must sign the rental agreement and pay a rate of \$15 per day.
14. **Trash:** Dumpster located in the park is for personal trash only. All garbage must be bagged & tied, boxes broken down. DO NOT leave trash outside by your RV. Cleanliness of the park is important to us. Sites are to be kept clean and orderly, as determined by management. Please leave laundromat as you would like to find it. If laundromat needs attention, please notify the manager. **Washing vehicles in the park is prohibited**, however; keeping your RV clean and in good repair is required.
15. **Parking:** Two vehicles only per RV space if your space is large enough. Please park parallel to your RV and as far as possible out of the main drives.
16. **Effect of Holding Over:** The parties agree that any holding over by Tenant under this agreement, without Management's written consent, shall be a tenancy at will, which may be terminated by Management in accordance with applicable law.
17. **Pet Owner Responsibility Agreement.** The specific rules and regulations related to Pet Owner's responsibilities contained in this paragraph are a material part of this Agreement. The undersigned Resident (and all occupants of the Resident's RV) hereby agree to comply fully with ALL pet rules and regulations set forth herein. Resident further agrees that if Resident fails to comply with any of the Pet rules and regulations, Resident will be in default of this Agreement and Mesquite Trailer/RV Park will be entitled to all of the remedies set forth in this Agreement, including but not limited to the immediate removal of Resident from the RV Park. RV Park shall also be entitled to recover its damages including attorney fees and costs incurred in enforcing this Agreement.

Pets are permitted at the RV Park only in strict compliance with the following terms and conditions:

17-A. All pets (including cats) must be kept on a leash at all times in which the pet is outside of your RV. Pets must be supervised at all times. Please be advised that pets found unsupervised in the RV Park may be impounded.

17-B. Pets are not permitted on other Resident's RV sites.

17-C. All Residents are required to clean up after their pet(s). RV Park reserves the right to assess a \$25 per occurrence fee if you fail to clean up after your pet(s).

17-D. Barking, excessive noise or other pet behavior that disturbs other Residents is not permitted. If RV Park becomes aware of such behavior, management will notify you and request that you take action to correct the problem behavior. If such behavior continues after the second notice you receive from management, you will be required to remove the pet from the RV Park within 24 hours after notice from management.

17-E. Pets are not permitted to be tied or chained to trees within the RV Park.

17-F. You certify that your pet has not previously bitten or caused other injury to any person. If at any time your pet bites or otherwise injures any person or other pet at the RV Park, you will be required to remove the pet from the RV Park immediately and the pet will no longer be permitted on the RV Park premises.

17-G If your pet displays threatening or aggressive behavior which RV Park, in its sole discretion, deems to be dangerous or problematic, you agree you will promptly leave the RV Park upon request from RV Park with no recourse against RV Park and no claim for reimbursement or compensation from RV Park.

17-H. You agree to indemnify, defend and hold harmless the RV Park Property Owner, RV Park, and their principals, members, shareholders, partners, directors, managers and employees from and against and any and all claims, damages, losses, liabilities, costs and expenses (including reasonable

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attorneys' fees) arising out of or in connection with your pet residing or being located at the RV Park, including, without limitation, the claims of any third parties related to death, bodily injury or damage to persons or property caused by your pet.

17-I. In its sole discretion, RV Park can limit or restrict which pets are permitted at the RV Park. No more than two (2) dogs per unit will be allowed. Breeds of dog weighting over 20lbs at adulthood are not permitted at the RV Park. These include **but are not limited to** Pit Bulls, Staffordshire Terriers, Doberman Pinschers, Rottweiler's, German Shepherds, and Chows.

Notwithstanding the forgoing, licensed service dogs who perform specific medical tasks of any breed belonging to a Resident are permitted at the RV Park.

Please describe and give the exact number of all pets that will be staying with you at the RV Park (Please give breed, weight, age, and date of last shots) and initial confirming your agreement to comply:

Acknowledgement and Agreement to comply with

Initial

18. **Speed Limit:** For safety reasons for the hearing impaired, the elderly, children, pets, and to keep noise to a minimum a (5) **five mile per hour speed limit** is in affect within the Park grounds. Strict adherence is expected by everyone. If the behavior continues the resident is subject to eviction from the Park. Residents and guests who violate this speed limit will be required to park on the street.
19. **Water Use:** Due to extreme cost of water and in consideration of everyone's safety, no vehicles, RV's, or trailers are to be washed on the Park grounds. Furthermore, any watering of plants or tree must be approved by management. Park management is responsible for watering all plants and trees.
20. **Auto Repairs:** For safety reasons, working on cars is not allowed on Park property.
21. **Improvements:** All improvements to your space, such as plantings, trimmings, etc. must first be approved by Park management.
22. **Business:** Yard sales or any similar events are not allowed within the Park. No business is to be conducted within the Park.
23. **Default:** Any failure by Tenant to pay rent or other charges promptly when due or to comply with **any other term or condition of this agreement** shall, at the option of Management, promptly terminate this tenancy and forfeit all rights of Tenant under this agreement.
24. Any violation of any part of this agreement, or (3) three written complaints, will result in a (5) five day written notice to vacate the Park.
25. **Indemnification:** Lessee (resident) shall indemnify, defend, and hold Lessor (Mesquite Trailer Park) harmless from any and all claims and damages (including reasonable attorney's fees and costs) arising from Lessee's use of the RV Spot or from any activity permitted by Lessee in or about the RV Spot unless caused by the gross negligence or willful misconduct of Lessor. Lessee shall further indemnify, defend, and hold Lessor harmless from any and all claims and damages (including reasonable attorney's fees and costs) arising from any breach or default in the terms of this agreement or arising from any act, negligence, fault, or omission of Lessee and from and against any and all costs, reasonable attorney's fees, expenses, and liabilities incurred on or about such claim or any action or proceeding brought on

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such claim. In case any action or proceeding shall be brought against Lessor by reason of any such claim, Lessee, on notice from Lessor, shall defend it at Lessee's expense by counsel approved in writing by Lessor.

26. **Liability:** All park facilities and equipment of the park is intended for the convenience of the residents. Any and all persons using the facilities do at THEIR OWN RISK and consent. The park management is NOT RESPONSIBLE for accident due to fire, theft, wind, flood, personal negligence, acts of God or other unfortunate circumstances. The registered tenant and residents are financially responsible for all individuals or pets at their site for any/all damage to the park.
27. **Mandatory Arbitration:** Any dispute under this agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.
28. **Governing Law:** This agreement shall be governed by, construed, and enforced in accordance with the laws of the state of Nevada.
29. **Residents of Unit:** Due to space, safety and insurance reasons, please list the following individuals who will reside in your unit. Each individual over age (18) eighteen must submit a separate application and pay a separate application fee.

Name/Relationship

Name/Relationship

Name/Relationship

Name/Relationship

No other individuals are permitted to reside within your unit without prior written permission from Park management.

MANAGEMENT RESERVES THE RIGHT TO EVICT OR REFUSE SERVICE TO ANY PERSON OR PERSONS WHO BREAK OR DISREGARD ANY RULES WITHOUT REFUND. MANANGEMENT RESERVES THE RIGHT TO REFUSE ANYONE. MANAGEMENT RESERVES THE RIGHT TO MAKE CHANGES TO THE RULES, REGULATIONS AND FEES WHEN NECESSARY.

THIS PROPERTY IS UNDER 24 HOUR VIDEO SURVEILLANCE. EQUIPMENT IN USE IS TO AID IN THE PROSECUTION OF ANY CRIMES COMMITTED AGAINST THIS BUSINESS.

I have read this document and understand the rules set forth for monthly space rental at the Mesquite Trailer Park. By signing below, I agree to comply with all rules listed and implied. I understand that any failure to abide by these rules that I will be required to vacate the property in an orderly and appropriate manner. I acknowledge that the \$35.00 application fee is NONREFUNDABLE and I agree to the terms and conditions outlined in the entirety of this document.

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Signature

Date

This box to be completed by Management

Management Signature

Date

Space Number _____

Monthly Rental Amount _____

This agreement shall be in effect starting _____, 20___. Any extension to resident's length of stay must be in writing and approved by the Park management.

Personal Information

Name

Last

First

Middle

Permanent Mailing Address

Street

City

State

Phone Number (____) _____

Drivers License Number _____ State _____

Vehicle License Number _____ State _____

Trailer License Number _____ State _____

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Emergency Contact Information

_____()_____
Name Phone Number

_____()_____
Name Phone Number