



Cottonwood Springs RV Resort
580 Happy Jack Way
Cottonwood AZ. 86326
928-649-1878
info@cottonwoodspringsrv.com

SPACE RENTAL AGREEMENT FOR RECREATIONAL VEHICLE

The rules and regulations listed below apply to those who stay in this park on a Monthly and beyond basis and are in addition to the rules stated in the park's standard brochure. Our max space rental agreement is 3 months. You may extend your stay by notifying the office at least 30 days prior to your current agreement expiring. A new lease agreement must be signed 30 days prior to ensuring your current RV site.

1. This Space Rental Agreement (hereinafter referred to as "Agreement") is made and entered into for a term beginning on this _____ day of _____, 20____ (the "Effective Date") by and between Cottonwood Springs RV Resort (hereinafter referred to as "Lessor") and _____ and _____ (hereinafter referred to as "Lessee"). Lessor agrees to move out by the last day of the lease agreement unless another lease agreement is formalized that extends the stay dates.
2. RV INFORMATION: Lessee represents that he/she is the registered and/or legal owner of the following recreational vehicle or mobile recreational vehicle (hereinafter all general referred to as "RV").
Year: _____ Make: _____ Model: _____ Length: _____
Vehicle ID No.: _____
RV License Plate: _____ State: _____
Lessee's Liability Insurance Carrier: _____
Lessee's Liability Insurance Carrier Policy No: _____
Agents Name: _____ Agent's Telephone No: _____
Please provide a copy of the insurance declaration page to the office.
3. RV SITE: Lessor hereby leases to Lessee the following RV site number: _____ (the "Site") of Cottonwood Springs RV Resort property. Lessor has the right upon twenty-four (24) hours' notice to relocate Lessee to a substantially equivalent site on the property.
4. TERM: The term of this Agreement shall commence on the date written above in paragraph 1, effective date and end on: _____ day of _____, 20____ (the "Initial Term"). New Lease agreement must be signed 30 days prior to the end of this agreement Term. A new agreement is required to be signed to be able to stay in the park beyond this expiration date.
5. RENTAL RATE: Lessee(s) shall pay per month \$ _____ plus electric, billed at: \$.145 per KWH (see paragraph 6). Rent is due on or before the 1st of every calendar month. If rent is not received before the 5th of the month, a late fee will be added at \$15 per day until rent is paid in full. Rent shall be paid at the park's office by credit card, check, or money order during business office opening hours. If Lessor must give notice to terminate the Agreement for nonpayment of rent, Lessor shall not be deemed to have waived any right to terminate by accepting partial rent for the period involved. If Lessor gives notice to terminate this Agreement for any other reason, Lessor does not waive the right to terminate by accepting rent prorated to the termination date specified in the notice. A \$50.00 penalty shall be charged for all returned checks/credit cards. The monthly rent is not refundable when the Lessee leaves at any time before the final day of the month or prepaid term.
6. ELECTRIC UTILITY: Lessee shall pay Lessor, in accordance with the schedule for payment of the rate checked in Paragraph 5, above, all electrical power charges used by Lessee in connection with the use of the RV Site. This amount is based on \$.145 per kWh and is calculated by Lessor. Lessee is only allowed to use the power box signed to the rented site. Lessee is not allowed to use any other power boxes on the premises. Power boxes must not be tampered with in any way. If power boxes show tampering, the Lessee will be charged for the repairs, and

the Agreement will be terminated immediately. The beginning meter reading as of the Effective Date of this Agreement is _____.

7. **SECURITY DEPOSIT:** Lessee shall pay the amount of \$ _____ for a security deposit, paid on _____ which shall be refunded upon termination of the Lessee's tenancy in the park to the extent that the amount is not necessary to remedy the Lessee's default in the performance of this Agreement and/or to repair damages to the space or park caused by the Lessee, not including ordinary wear. Lessee's RV damages caused by natural disaster (flood, earthquake, draught, strong wind, etc.), and theft shall be covered by Lessee's own RV insurance. If the Lessee is in good standing with account and a written 30-day notice, the security deposit may be used for the last month's rent. Any fees, like electricity or other fees, or outstanding balance will still be due for that last month prior to end of lease.
8. **PETS:** Pets are welcome with responsible pet owners. Up to two (2) pets are allowed (unless approved by management). All pets must be on a leash when outside the RV. Lessee must have proof of their pet's vaccinations available. Pet owners must clean up after their pets including all pet excrement. Do not allow your pet to use any RV site as a bathroom. Noisy, destructive, aggressive, unleashed, or dangerous pets will be cause for immediate eviction. Lessee is liable for any damage or injury caused by his or her pet. No pet shall be allowed to run loose in the park and no pet shall be left outside, and left unattended by Lessee at any time. Pets must be kept off other people's RV spaces. Birds, rodents, and reptiles must be always kept in RV and in a cage. Describe pet(s): _____.
9. **CREDIT/DEBIT CARD ON FILE:** Lessee is to provide Lessor with information for a valid credit card to be kept on file. The credit card information will be used by Lessor to initiate payment for situations arising from the following:
 - a) Any damage, or cleaning / repairing of the RV Site caused by Lessee and, or, their guests, or invitees.
 - b) If Lessee vacates the RV site without paying Lessor, the total amount due under this Agreement. Final electric bill and any outstanding balance upon checking out, Lessee will be charged the total amount owed on the card.

*If Lessor uses the credit card information for the reasons described above, Lessor will provide Lessee with a statement of account, listing the charges. In the event of reversal and/or denial of legitimate charges by Lessee, a fee of \$100.00 plus attorney fees will be charged. Lessee agrees to update Credit/Debit Card on File with any changes to the card with the office.
10. **RULES AND REGULATIONS:** Lessee and their guests, invites, and all occupants shall comply with the written rules and regulations provided to Lessee. Lessee agrees to comply with all state and federal laws, rules, ordinances, and regulations applicable to Lessor's property. See Addendum B: Park Rules and Regulations.
11. **RENTING OR SUBLetting:** Lessee shall not sublease or otherwise rent all or any portion of Lessee recreational vehicle or the premises. Lessee 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. The only parties allowed to stay in the RV in this park are those specifically named herein. No other people may reside in the RV without the written permission from Lessor.
12. **TERMINATION OF AGREEMENT:** This Agreement may be terminated by either party upon giving a 30-day notice in writing. Lessor reserves the right to terminate this Agreement with a shorter period of notice if allowed by law. If state or local laws require an RV to be moved from the park for any reason, this Agreement will automatically terminate, and the notice time may be shorter. This Section supplements Paragraph 4 of this Agreement; this Agreement terminates on the earliest termination dates specified in Paragraph 4 or on the termination date established or allowed by this section.
13. **DEFAULT BY LESSEE:** The following acts constitute defaults by Lessee ("Acts of Default"):
 - a) Failing to timely pay the Rental Rate, outlined in Paragraph 5, above, or other lawful charges when due under this Agreement;

- b) Giving false information to Lessee, Lessee's guests and/or occupants failing to comply with this Agreement, such as violating provisions of this Agreement or committing serious misconduct or criminal acts;
- c) Remaining on the Property after giving notice of termination and intent to vacate; and/or
- d) Remaining on the Property after Lessor gave notice of termination at the end of the term or an Agreement Termination Notice, outlined in Paragraph 12, above.

14. **TOWING POLICY:** Non-payment of site rent or services and or violations of rules can result in vehicles/RVs being towed and impounded at the owner's expense. A 24-hour towing/impound notice will be posted on any and all vehicles to be removed.

15. **ENTRY UPON RESIDENT'S SPACE:** The Lessor 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 an entry shall not be in a manner at a time which would interfere with Lessee's quiet enjoyment. The Lessor 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.

16. **LEEESEEE'S RESPONSIBILITIES:**

- a) Lessee shall be responsible for all damage caused by Lessee or any of Lessee's guests or visitors.
- b) Lessee agrees to obey all park rules and regulations contained in this Agreement, posted or distributed.
- c) Lessee acknowledges the space is to be used only by Lessee for private residential or recreational purposes and shall be used by no other persons except those people listed in this Agreement. No business or commercial activity of any nature shall be conducted in this park. Lessee agrees to immediately deliver possession of the space rented hereunder upon the expiration on the term of this Agreement.
- d) Lessee acknowledges and agrees that Lessor shall have no responsibility for Lessee's safety or the safety or protection of any of Lessee's possessions. Lessee acknowledges that the park entrance is not guarded or patrolled, and that Lessee is responsible for locking his/her RV in order to help prevent loss or damage. Lessee agrees to notify Lessor and/or the police in the event Lessee observes or learns of suspicious or illegal acts within the park.
- e) Lessee agrees that at the end of the term of this Agreement Lessee shall move the RV out of the park and shall have no right to leave it or sell it to be left in the park. If someone buys the RV, the buyer must move it immediately.
- f) Lessee acknowledges and agrees that the RV site is in good condition and is adequate for Lessee's use. Upon termination or expiration of this Agreement, Lessee agrees to surrender the RV site to Lessor in a similar, good condition. If Lessee fails to leave the RV site in good condition, Lessor will assess reasonable charges to Lessee for returning the RV site to good condition.
- g) Lessee agrees to hold harmless and indemnify Happy Jack Lodge dba Cottonwood Springs RV Resort, its members, and employees of all liabilities for loss or damage of property or injury of person or persons or animals arising from the use of Cottonwood Springs RV Resort property.
- h) Lessee is responsible for carrying and providing proof of insurance for all vehicles and RV.

17. **LEGAL REMEDIES, PROVISIONS AND GOVERNING LAW:**

- a) Lessor agrees that any notice of nonpayment of rent or termination of tenancy shall be deemed served on the day on which it is attached in a secure manner to the main entrance of the RV and, if required by law, mailed to Lessee.
- b) If written notice is required by law to terminate this rental Agreement, the tenancy shall terminate of the day designated in the Notice of Termination without regard to the expiration of the period for which rent is to be paid.
- c) In the event Lessee breaches this Agreement, Lessor shall have available to Lessor all remedies provided at law or in equity.

- d) If any action is required to enforce or interpret this Agreement, then the prevailing party shall be awarded reasonable cost and attorney fee from the losing party.
- e) If Lessee abandons the RV described herein, or any other personal property, Lessor may sell or dispose of said RV or other personal property, as permitted under Arizona law. Lessee shall pay, upon demand, all costs and expenses incurred by Lessor in the moving or storing of Lessee's RV or personal possessions, plus court costs and attorney fees incurred in selling or otherwise disposing of the personal property and/or RV abandoned by the Lessee.
- f) If any provision of this Agreement is held to be invalid, illegal or unenforceable then that provision shall not affect the validity, legality, or enforceability of the other provisions herein, then the parties agree that the remainder of this Agreement shall remain in force and affect. Lessee shall not seek recovery of damages from Lessor for attempting to enforce such provision, rule, regulation or policy in good faith prior to receiving notice of its invalidity or illegality.
- g) No delay or omission in the exercise of any right or remedy of Lessor following the event of default by Lessee shall impair any such right or remedy or be construed as a waiver. No waiver by Lessor of Lessor's rights to enforce any provision hereof after any default on the part of Lessee shall be effective unless made in writing and signed by Lessor, nor shall it be deemed a waiver of Lessor's right to enforce each and every other provision hereof upon further or other default on the part of Lessee. Lessee understands that if Lessor fails to enforce any term of this Agreement, Lessor is still entitled to enforce the Agreement on any subsequent occasion. Acceptance of rent shall not be, or construed to be, a waiver of any breach of any term or provision of this Agreement, nor shall it reinstate, constitute or extend the term of the Agreement or affect any notice, demand or suit hereunder.
- h) This Agreement constitutes the product of negotiations of the parties hereto and any enforcement hereof will be interpreted in a neutral manner and not more strongly for or against any party based upon the source of the draftsmanship hereof.
- i) This Agreement constitutes the entire agreement between and among the parties, interpreted all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessor in interest with respect to all or any part of this subject matter hereof.
- j) Lessee agrees they will not post any negative social media without first giving the Lessor the time to remedy Lessee complaints in writing. Such postings that may result in any damages or fees will be paid by the Lessee to the Lessor.
- k) If Lessee or guests of the Lessee must be trespassed for any reason: A trespasser is defined as someone who knowingly enters or remains unlawfully on another person's property without permission or legal authorization to do so. Trespassing can include entering private property, hopping a fence, entering a building or structure, or remaining on the property after being asked by the owner to leave. According to Arizona Revised Statutes (A.R.S.) 13-1502, criminal trespass in the third degree. Knowingly entering or remaining unlawfully on any real property after a reasonable request to leave has been made by the Lessor, property owner, a law enforcement officer or anyone with lawful control over the property, or if the property had a notice posted that prohibited entry. If we ask you to leave, you must vacate the property. We will prosecute any violations under the criminal trespass statute. This will also constitute as immediate termination of this Agreement.
- l) Criminal activity: See Addendum A

TERMS: Lessee certifies that the included printed material beginning on page 1 through page 9 (including Addendum A and Addendum B) of this Agreement has been read and the terms and conditions set forth herein are understood. Lessee further certifies that he/she has examined the space in which the subject RV is to be placed and finds it suitable and acceptable. Lessee acknowledges has also read and will comply with the Park Rules and Regulations (see Addendum B).

Lessee also acknowledges receipt of an executed copy of this Agreement including Addendums A and B.

Lessee certifies that the above information is correct and complete.

Lessee understands that if any of this information is later found to be false, it may be grounds for eviction and termination of this agreement.

Lessee authorizes the park management to conduct any credit checks or other inquiries necessary for verification of this information before or during this Agreement term.

Lessee understands that the park management has the right of refusal upon the arrival of the RV described in this application.

Additional acknowledgement(s):

To contact the onsite manager: Manager@cottonwoodspringsrv.com

To contact the General Manager: GMLLC@happyjacklodge.com

Lessee: _____
Signature

Lessee: _____
Signature

Date: _____

Date: _____

Lessor: Cottonwood Springs RV Resort

Agent's Signature

Agent's Printed Name

Date: _____

Lessee(s) Initials: _____

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Addendum A: Zero Tolerance for Criminal Activity

Leased Premises: Cottonwood Springs RV Resort 420 Happy Jack Way, Cottonwood AZ. 86326

This Lease Addendum is incorporated into and made a part of the Agreement executed by the Lessor and the Lessee referring to and incorporating the Leased Premises.

The Lessor has zero tolerance for criminal activity in or around the Leased Premises.

This policy applies to all Lessee(s), occupants, guests, and any visitors in or around the Leased Premises. The Lessor/property manager/or agent will immediately report any evidence of criminal activity to the proper authorities, and the Lessee(s) engagement in any criminal activity is a breach of the Agreement.

The Lessee understands his/her responsibility to call the police/emergency services and report any suspicious activity observed and then notify the Lessor and/or office immediately.

The Lessee(s) understands that disturbances of the peace not only infringe on the neighbors' peaceful enjoyment of their property is a breach of the Agreement.

In the event of any criminal activity in which the Lessee(s) is directly or indirectly involved, the Lessor will take the legal measures necessary to evict the Lessee(s) from the Leased Premises. This includes but is not limited to illegal drug activity, gang involvement, organized crime and disturbances of the peace.

The Lessee(s) understand that violation of this addendum is a breach of the Agreement and will result in the Lessor taking the necessary steps towards the eviction of the Lessee(s). The Lessee(s) may then be responsible for the rent remaining due for the balance of the Lease term, court costs, attorney fees, and other charges in accordance with all applicable Arizona local laws and regulations.

Lessee Signature: _____ Date: _____

Lessee Signature: _____ Date: _____

Addendum B: Park Rules & Regulations

RV and Site Appearance:

1. Your RV must be in good repair, good physical appearance, legal/licensed, roadworthy and be certified by RVIA or RPTIA. You must be able to move your RV at any time with no expectation of prior notice. Management has complete discretion as to whether your RV meets these guidelines. If the RV is over ten years old, the Management must approve prior to move-in or change in RV listed on the original lease agreement.
2. Pop-up trailers, pick-up campers, horse trailers, and tents are not permitted.
3. Window A/C units are not allowed unless approved by management.
4. Sleeping outside the RV is not allowed.
5. A sewer hose “donut” or “L” connector is required.
6. Washing of RV or vehicles is not permitted unless you hire a mobile detailer that is fully equipped and self-contained with water. The company must be approved through management before conducting work on property.
7. Portable gazebos and canopies are not permitted.
8. Portable satellite dishes or internet are allowed but must be placed within the rented site and secured. Lessor is not responsible for any damage that may occur to the satellite. Satellite dishes or internet devices may not be mounted to any to anything belonging to the park, such as rocks, trees, site electrical poles, pavement or anything affixed to the property.
9. Construction of decks, fences or any other structures require written approval from management prior to building.
10. You may not alter the appearance of the site without prior written approval from management. This includes the addition of plants, gravel or steppingstones. Planters are allowed on hard surfaces only and must be well maintained.
11. RV skirting must be vinyl snap on type specifically designed for an RV and approved by management.
12. Off the ground fire bowls/pits are allowed but must have a spark arresting cover. Do not leave your fire unattended. Fire must be completely extinguished after each use. Propane only fire pits are allowed. Wood fires is prohibited.
13. No outside appliances are permitted on your site. Please keep outside storage to a minimum. Periodically, you may be asked to pick-up your site.
14. Holiday decorations are allowed and even encouraged. Decorations must be contained on your site and Management has complete discretion as to whether your decorations are appropriate. Please be considerate of your neighbors when decorating and turn them off at quiet hours. Decorations must be removed in a timely manner after the holiday.
15. A dumpster will be made available. NO mattresses, large items, electronics or hazardous materials (paint, oil, etc.) are allowed. No storing trash outside in uncovered trash cans.
16. Please put trash in designated dumpsters. Do not leave trash outside when the dumpster is full. Either use one of the other dumpsters on property that is not full or wait until dumpsters are empty to dispose of your trash.
17. Keep your space free of litter, including cigarette butts.
18. Ensure you do not leave any food or trash outside your RV to not entice animals to enter the park looking for food.
19. Each site is designated for only one RV.
20. RVs are to be lined up next to the water/sewer/electrical panel, where your door will open on the opposite side. At no time can the RV be parked another way resulting water/sewer/electrical hoses be run under the RV and across site to accommodate parking on incorrect side of the site. No burying any utilities from RV to the hookups.
21. You may only use the power pole assigned to the rented site. You are not allowed to use any other power boxes on the premises. Power boxes must not be tampered with in any way. If power boxes show tampering, you will be charged for the repairs.
22. DARK SKY COMMUNITY - Lighting around the perimeter of your RV is allowed. Lighting on the ground or around the bottom of the RV has no time restrictions. However, any lighting on RV or above the bottom of the RV must be turned off by 10 pm, except for illumination for walkways, roadways, parking areas, and outdoor security as detailed by Yavapai County Law Enforcement.
23. Site markers may not be moved or changed.
24. Pools, hot tubs, kiddie pools, or dog pools are not permitted at any time.

25. No open trailers are allowed to be stored on an RV site. Enclosed trailers are not allowed on standard sites. Only with written expressed permission, an enclosed trailer may be approved for a premium site. The enclosed trailer can not be used, in these cases, for living quarters, over night stay or for conducting business from.

Vehicles:

1. The Speed limit is 5MPH. Speed limit will be enforced. Fines may be charged for speeding. Habitual speeding may constitute in termination of Agreement.
2. You are allowed to have your RV and up to two (2) vehicles and must be parked within the rented spot. Vehicle is anything with a motor, ie car, truck, motorcycle, side by side, etc. Extra monthly charge per vehicle over two (2) Motorhome does not count as one of the two allowed.
3. Offsite storage is required for boats, flatbed trailers, car dollies, etc. Please contact the office for more information on storage options.
4. To maintain a pleasant looking community, we ask that any broken down, or “work in progress” cars be removed from the community. Lessee will have 24 hours to remove it, or Lessor reserves the right to have it towed at Lessee’s expense.
5. No mechanical work (changing oil, etc.) is allowed.
6. No parking on any empty site, without prior written consent from management.
7. No parking on the roadways at ANY time.
8. Vehicles must be parked within your site and cannot block another site.

Pets:

IMPORTANT: Please beware that coyotes, snakes and birds of prey could be in our area and could potentially pose a threat to your pet. DO NOT leave them outside unattended.

1. Extended stay guests are allowed a total of two (2) pets.
2. Birds, rodents, and reptiles must be always kept in your RV and in a cage.
3. All pets outside must be on a leash no longer than six feet when walking, except when in an enclosed fenced area. No pet is allowed to be tied up outside and cannot be left unattended at any time.
4. Do not allow your pet to use any site as a bathroom. Always clean up after your pets.
5. Any nuisance pet must be removed from the community. We do not accept any aggressive dogs.
6. Pet owners are solely responsible for their dog/pet’s behavior. Cottonwood Springs RV Park/Owner is not responsible for any incident involving your pet.

Conduct:

1. Quiet hours are from 10:00pm to 7:00am. Please be quiet and considerate of your neighbors.
2. Loud, obnoxious, disorderly, boisterous, or unlawful conduct or conduct that disturbs or threatens the rights, comfort, or convenience of others in or near the Property will not be tolerated.
3. Violence or the threat of violence will not be tolerated.
4. The consumption of alcohol must be confined to your RV site. You will be held to any applicable state, county and city laws.
5. Possession of explosives or other dangerous materials is prohibited.
6. Storage of hazardous materials on the RV site or on the property is prohibited.
7. Children – Minors and children must always be supervised anywhere on the property at all times.

Visitors:

1. All visitors must register with the office before going to your site.
2. Visitors staying longer than 3 days must be approved by the management.
3. Visitors must park on your site or where directed by management.
4. You are responsible for your visitors and their behavior.

Internet:

WIFI and Fiber internet service plans are available to guests of the park through a 3rd party vendor. Please contact the office about service and pricing plan options.

Mail Service:

You may have packages and mail delivered to the park. Please use your name, site number and Cottonwood Springs RV Resort's main address for delivery. Please pick up your mail and packages in a timely manner. If a package or mail needs a signature for delivery, the office will sign and accept the package in the office. There will be a \$5 fee added to your account for that service. The office will notify you about receiving a signed package.

Laundry and Showers: Coming soon.

Check-in/Checkout:

The Check-in is 1:00 pm on scheduled arrival date. The Checkout is 11:00 am on scheduled departure date.

Management reserves the right to change these guidelines at any time and/or refuse service for any reason. Your signature below indicates you have read, understand, and agree to follow the above guidelines.

Lessee Signature: _____ Date: _____

Lessee Signature: _____ Date: _____