

HomeTown RV Park
Rental Agreement
For Recreational Vehicle Tenants

Tenants who are listed on this application agree to lease the space in HomeTown 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 month to month tenancy.

MONTHLY RENT: Your monthly rent is _\$_____,(including first \$50 in electricity or including all electricity). Tenant(s) shall pay rent in full 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

LATE FEE: A late charge may be assessed by management in the amount of \$10/Day 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 \$50.00 whenever a check for rent or any other charge is returned unpaid from a bank or financial institution. All rent and utility charges due and owing herein shall be made payable to: HomeTown RV by local check, money order, cash, or echeck and be delivered either personally or in the drop box located inside the laundromat. The monthly rent is not refundable when the tenant leaves any time before the final day of the month.

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 day from the date of written notice from the park.

UTILITIES AND OTHER CHARGES: The following are included in the monthly rates: Water, Sewer, and Trash. For the monthly tenants that choose the \$300 per month, the rate includes the first \$50 in electricity. If the tenant goes over \$50 worth of electricity in 1 months' time, we will include the additional amount due in the next month's bill.

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 tare. The tenant's RV damages caused by natural disaster (flood, earthquake, draught, strong wind, etc.), and theft shall be covered by the tenant's own RV insurance.

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 as 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 (including utilities), equipment and physical improvements within the park may be changed from time to times 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 vehicles at the space for the term of this Rental Agreement, unless the Tenant(s) sells the recreational vehicles to a purchaser who is approved by the Park and who executes a new Rental Agreement or unless the Tenant(s) removes the recreational vehicles from the Park.

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.

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.

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 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 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.

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.

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.

RV Liability & Properties Insurance: Guest must provide proof of insurance with coverage at state minimums. The insurance must cover the following: RV/Car Damage by tree breakage, flood, fire, theft, or other causes.

Site #: _____

_____	_____	_____	_____
Applicant Signature	Date	Co Applicant Signature	Date

_____	_____
HomeTown RV Manager Signature	Date

Email for Invoice to be sent to each month: _____

Pay By: Local Check/Money Order(\$50 return check fee) Cash ECheck(Venmo) Credit Card (Venmo)

_____ (Initial) I have received a copy of the park rules and agree to follow them.