



Acton KOA RV Park

SITE# _____

Month-To-Month RV Site Rental Agreement
For Recreational Vehicle Tenants Ver. 2019

Tenants who are listed on this herein agree to lease the space in Acton KOA 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, and the term of this Agreement shall be for a period **not to exceed 2 months in the park**. Tenant acknowledges and agrees that the RV Site provided herein for the sole use of a Recreational Vehicle site rental, and said vehicle is NOT the primary residence of the Tenant. Tenant agrees to vacate the space which is the subject of this Agreement no later than the date specified herein. In case the tenant exceeds 2 months, Tenant will be charged a daily rate until occupant fully checks out and leaves the property. Tenant also agrees to pay for electricity and water for any day that exceeds the 2 month limit. If the tenant does not vacate the space after 3 days from expiration of Rental Agreement, Tenant agrees to accept disconnection of electricity and water by Park, and agrees to pay extra legal fees, towing fees, and so on, related to eviction of the tenant. These actions are indispensable measures to comply with Los Angeles County RV Park regulations.

RENT: Your monthly rent is \$_____ 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. A late charge may be assessed by management in the amount of **\$10 / Day** whenever rent is paid more than three (3) days after it is due. A check return charge may be assessed by management in the amount of **\$65.00** whenever a check for rent or any other charge is returned unpaid from a bank or financial institution.

OPTION: I authorize my Credit Card to be charged automatically each month on the due date (_____)

OPTION: I authorize my Bank account to be charged automatically each month on the due date (_____)

All rent and utility charges due and owing herein shall be made payable to: Acton KOA by check or money order and be delivered either personally or by U.S. Mail to the park office at the following address:

Address 7601 Soledad Canyon Road City Acton State CA Zip 93510

If rent payment is to be made personally, the Park Office is usually open from 9 A.M. to 6 P.M.

The monthly rent is not refundable when the tenant leaves any time before the final day of the month. No refund shall be given under any circumstances. No Exceptions

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: Included in the rent are the monthly charges for: Basic Wifi (No Streaming) Water, Sewer, Garbage, Pets (2), Vehicles(2), Additional vehicles shall be charged \$40 per month

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

Electricity / Option (**\$0.35 per Kilowatt**) - *1st 390 Kilowatt Included*

Additional Guests / Options () Additional Vehicles / Options ()

SECURITY GATE CODE: The security gate code is changed every two weeks. The code must not be shared with anyone not on your contract agreement or your visitors. Anyone other than those listed on this agreement entering the park with the pass code will be asked to leave and your month to month agreement will be terminated immediately. All visitors must check in for a temporary pass before entering the park. Visitors may stay 2 hours. Visitors who need more time shall pay a day use fee. **NO EXCEPTIONS. CODE: _____**

INCIDENTALS SECURITY DEPOSIT: Tenant(s) shall pay the amount of **\$ 100.00** 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.

MAXIMUM LENGTH OF STAY: The Maximum length of stay in any one given spot is 3 consecutive months (90 days)

per Los Angeles County RV PARK REGULATIONS. If your stay is for 90 consecutive days you must leave on the 90th day and cannot return until the end of next 3 consecutive months.

USE PROHIBITED: The recreational vehicle and premises shall be used only for temporary private residential purposes and no business or commercial activity of any nature shall be conducted thereon.

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.

PARK RULES: Tenant(s) agrees to abide by all Rules and Regulations governing the Park, including those listed in the attached hereto called the "Acton KOA Rules and Regulations as well as 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 time as provided by any law then in effect.

SITE CONDITION - SHEDS, STORAGE UNITS, EXTRA TRAILERS: Tenant shall maintain the RV Site and the RV thereon in a clean and uncluttered condition at all times. Sheds, storage units, extra trailers or boats shall not be kept in any RV sites or rental spaces except in the RV Storage Yard.

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 or becomes and annoyance. 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.

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.

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 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 neighborhoods is not available through the "900" telephone service.

REFUND POLICY

Month to Month RV Guest: No refund for early cancellation regardless of reason, No proration of remain or additional dates. No exceptions. (___)

BREACH OR DEFAULT: In the event of breach of this agreement, a violation of any of the rules and regulations governing the park, or non-payment for rent or utilities, Park may terminate this Agreement in person or upon written notice to the Tenant. Tenant shall promptly pay all sums due to ACTON KOA "Park" and remove the RV from the property. A failure to remove the RV from the premises within 24 hours after being given written notice of termination of this agreement, shall constitute an abandonment of the RV. Tenant grants Park a security interest in RV and Park shall then have a lien against the RV, including but not limited to the appurtenances and contents. To secure all sums owing Park including, without limitation, for any sums due for use of facilities, purchases of goods, other services, for damages caused or contributed to by Tenant, Tenants RV, guests or invitees, to any property of the Park or any other person. Park may exercise any remedy set forth in this agreement including taking possession of the RV and may sell or otherwise dispose of the RV and its contents without further notice to Tenant.

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 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 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.

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

SHEDS, STORAGE UNITS, EXTRA TRAILERS Sheds, storage units or extra trailers shall not be kept in any RV or rental spaces except in the RV Storage Yard without written permission from owner. Any unauthorized trailer, storage unit or shed will be promptly removed or towed at owner's expense.

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.

RV LIABILITY and PROPERTY INSURANCE: Guest must provide proof of insurance with coverage at state minimums for the entire duration of the stay. The insurance must cover Liability, RV/Car Damage by tree breakage, flood, fire, theft, or other causes. Tenant agrees that Park is not liable for the safe keeping or condition of the RV or any equipment appurtenant thereto. Park shall not be liable for any damage or loss to or of the RV, equipment or any property whatsoever, from any cause whatsoever, or the injury to tenant(s), guests or invitees or any other persons.

HOLD HARMLESS : Tenant acknowledges and understands that each and every Tenant, Tenants family members, guests or invitees are solely responsible for any accident or injury to any person while in-residence or while visiting, and that the Park and Owner accepts NO legal or financial responsibility. Tenant assume all risk of injury or other loss resulting from any recreational activity and will hold the Owner harmless with respect thereto. Tenant (s) hereby agree to indemnify and hold harmless Park referred to as Acton Los Angeles North KOA and /or the property owners or its property management harmless from any and all claims, cost, losses and or expenses including those of their parties, arising out of or in any way resulting of the Tenant's use of the premises or items therein.

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.

Site #:

Applicant Signature:

Date

Acton KOA Owner/Manager Signature:

Date

Automatic Payment Authorization

I give ACTON KOA authorization to renew my RV Extended Stay Rental Agreement with my Visa/MasterCard on the date of storage expiration unless otherwise notified by the Renter.

CARD NO. _____

EXP: DATE: _____ 3 or 4 Digit Verification Code: _____

NAME ON CARD: _____

X _____

(Signature of Card Holder)

I have read and understand the Terms of Agreement attached to this form. I agree to abide by all terms and conditions. I have received a copy of this Agreement for my records upon signing.

X _____ X _____

Renter

Acton KOA