

Ventura Ranch KOA

2018 Peak Season Month-to-Month Rental Agreement/Sites For Recreational Vehicles

Responsible Guest(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Space #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Guest(s) listed above agree to rent the space also listed above at the Ventura Ranch KOA, according to the terms set forth in this agreement. We have a maximum occupancy limit of four guests per Recreational Vehicle. The first two guests are included with the monthly contract and rate quoted below. There is an additional Fee of $30.00 per guest per month that will be applied for the potential third and fourth guests.

**TERM:** This rental agreement shall establish a month-to-month tenancy, beginning on\_\_\_\_\_\_\_\_\_\_. Any partial months shall be prorated. In no event shall the term of this agreement be for a period exceeding six months. This agreement shall terminate no later than \_\_\_\_\_\_\_\_\_\_\_. Guest(s) acknowledge(s) and agree(s) that he or she will vacate the park which is the subject of this agreement no later than the date specified herein.

**RENT:** Rent is due in the campground office no later than 11:00am on the 1st day of each month. Guest(s) agree to pay monthly rent (using the attached Automatic Monthly Rental Payment Authorization Form) in the amount of:

April 1, 2018 through May 1, 2018--monthly site rent is $1,195.00

May 1, 2018 through June 1, 2018—monthly site rent is $1,295.00

June 1, 2018 through July 1, 2018—monthly site rent is $1,295.00

July 1, 2018 through October 1, 2018—monthly site rent is $1,395.00

October 1, 2018 through March 31, 2019--monthly site rent is $925.00

A late charge in the amount of $50.00 will be assessed by management whenever rent is paid more than 3 days after the due date. We accept credit or debit cards for payment. No refunds for early check outs.

**RENT INCREASES:** If a rent increase is implemented, management will hand deliver a written notice to guest(s) 30 days prior to the effective date.

**VEHICLE INSPECTIONS:** Vehicle must be 10 years old or newer and/or pass a physical inspection by KOA staff.

**UTILITIES:** Utilities (water, electricity, cable) are included with your monthly rental. Bi-weekly (typically Monday and Thursday) pumpouts of black and grey water tanks are also included.

**PARK RULES:** The Campground Guidelines (policies and procedures) are made a part of the agreement. Guest(s) agree to comply with all rules and policies as stated in the written Campground Guidelines (attached). A maximum of one motorhome or tow vehicle for 5th Wheels/Trailers plus one other vehicle is allowed per site. Guest(s) are to park any additional vehicles in the overflow parking areas in Birch or next to the RV storage area south from Cedar. There is a $30 dollar per month per vehicle parking fee for autos beyond one.

**ENTRY UPON GUEST(S) SPACE:** Ventura Ranch KOA has the right of entry upon the land on which the recreational vehicle is situated for maintenance of utilities or maintenance of the premises, also to the recreational vehicle without prior written consent of the occupant in case of an emergency or when the occupant has abandoned the recreational vehicle.

**TERMINATION OF AGREEMENT:** This agreement can be canceled by providing a 30 day written notice given by either party. Guest(s) who vacate their space prior to the end of the agreement may be held liable for any unpaid amount as set forth in this agreement. Management reserves the right to terminate this agreement immediately and without notice for any violation of the Campground Guidelines, for failure to pay rent, or if guests are perceived as a danger or threat to the comfort and/or safety of other park guests.

**RENTING OR SUBLETTING:** Guest(s) are not permitted to rent or sublease any or all portions of Guest(s) recreational vehicle or site under any circumstances.

**USES PROHIBITED:** The recreational vehicle and premises shall be used only by those listed on the rental agreement. No one shall be added without prior knowledge and consent of Ventura Ranch KOA management. Space can only be used for private residential purposes and no business or commercial activity of any nature shall be conducted thereon. No outside storage of any personal items or equipment. Contact management for review of possible approval of questionable items. For both safety and appearance, there are to be no outside clotheslines hung at any time.

**ATTORNEY’S FEES AND COSTS:** In any action arising out of Guest(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 in the judgement is rendered in his or her favor or where the litigation is dismissed in his or her favor prior to or during 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 AGREEMENT:**  Guest(s) agree that this rental agreement contains the entire agreement between the parties regarding the rental of space within the Ventura Ranch KOA. The agreement supersedes any and all other agreements, written or oral.

**ACKNOWLEDGEMENT:** Guest(s) acknowledges that he and/or she has received copies of this rental agreement with a copy of the Campground Guidelines attached. By signing the agreement Guest(s) agrees that they have read and understand each of these documents and agrees to be bound by the terms and conditions herein.

**SEVERABILITY:** If any of the provisions of this agreement is determined to be invalid, illegal, or otherwise unenforceable, the remaining provisions shall remain in full force and effect.

**Required Information Relating to the Recreational Vehicle Occupying the Site:**

Type of RV\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Make of RV\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Year of RV\_\_\_\_\_\_\_ Length of RV\_\_\_\_\_\_\_\_\_

Copy of current Insurance \_\_\_ Copy of Current Registration \_\_\_\_ RV License# \_\_\_\_\_\_\_\_\_ Vehicle License# \_\_\_\_\_\_\_\_\_\_

Registered Owners Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State \_\_\_\_\_\_\_ Zip\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell Phone# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Work Phone# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signatures \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Guest Date KOA Management Date