

RECREATIONAL VEHICLE LOT RENTAL AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between WEB CO WEST, a Nevada Corporation, dba PANTHER VALLEY RV PARK, hereinafter referred to as "Landlord", and _____, hereinafter referred to as "Tenant." Landlord and Tenant hereby agree as follows:

1. Premises and Tenancy. Tenant agrees to rent the recreational vehicle lot located at 600 Newport Lane, Space _____, Reno, Nevada, within the Panther Valley RV Park, Reno, Nevada, (hereinafter the "Premises" or the "recreational vehicle lot"). The tenancy shall commence on the ____ day of _____, 20____, and shall be either:

- on a week-to-week basis; or
- on a month-to-month basis.

The week-to-week or month-to-month tenancy may be terminated as provided in Section 23 of this Agreement. **The tenancy shall be for a maximum period of three (3) months. Tenant shall remove the recreational vehicle from the recreational vehicle lot upon the expiration or termination of the tenancy, or at the expiration of the maximum three (3) month period, whichever occurs first.**

2. Application for Long Term Tenancy. In the event Tenant anticipates occupancy beyond the three (3) month maximum period of occupancy, Tenant shall: (1) submit to Landlord a written application for long term tenancy in the form required by Landlord; (2) meet the general requirements for long term tenancy; (3) obtain Landlord's written approval for the long term tenancy; and (4) sign a new Rental Agreement and all other documents required by Landlord for long term tenancy. Any application for long term tenancy must be submitted to Landlord no later than noon of the sixtieth (60th) day of the tenancy. Landlord may require that the recreational vehicle be relocated to a different lot as a prerequisite to approval of a long term tenancy.

3. Rent. Rent for the Premises shall be as follows: (1) for a week-to-week tenancy, initial weekly rent of \$_____, plus applicable taxes, subject to increase and adjustment in accordance with the current weekly rates offered by Landlord; or (2) for a month-to-month tenancy the sum of \$_____ per month. Rent shall be payable in advance without demand, and without deduction or offset at the Landlord's office each week for a week-to-week tenancy, or on the 1st day of each month for a month-to-month tenancy. Any and all amounts which Tenant is obligated to pay under this Agreement including, but not limited to, electricity charges, late charges, returned check charges, and any other costs and expenses payable by the Tenant hereunder, shall constitute **ADDITIONAL RENT** payable to Landlord. Landlord shall have no obligation to accept partial payment of rent, additional rent, or other charges at any time. Landlord's acceptance of any partial payment shall not constitute a waiver of Landlord's right to require payment of the full amount of rent, additional rent, or other charges, nor shall the Landlord's acceptance of payment waive or compromise any claim of default asserted by Landlord or any notice served upon the Tenant.

4. Deposit. Tenant shall pay a deposit of \$_____ to be utilized by Landlord for remedying any default of Tenant in the payment of rent, late charges, or utilities, for repairing damage to the Premises or common areas caused by Tenant, or for cleaning of the Premises. Tenant shall not be entitled to apply any portion of the deposit to the payment of rent. Any portion of the deposit remaining, after Landlord has identified amounts which Landlord is entitled to claim, shall be refunded to Tenant.

5. Late Charges. In the event the full amount of Tenant's rental payment is not received by Landlord when due, Tenant shall pay a late charge in the amount of FIVE DOLLARS (\$5.00) for each day which the payment is overdue, beginning on the fifth (5th) day after the payment was due. The late charge shall continue until the rent has been paid in full. The late charges payable to Landlord under this Agreement shall constitute additional rent payable by the Tenant. **If Tenant pays rent late on two (2) or more occasions, Landlord shall be entitled to terminate the tenancy and/or this Agreement for repeated late payment.**

6. Returned Check Charges. In the event a check remitted by Tenant for the payment of rent, utilities, or any other fees, costs, or expenses is returned to Landlord either unpaid or dishonored, for any reason whatsoever, Tenant shall pay to Landlord a returned check charge in the amount of TWENTY-FIVE DOLLARS (\$25.00) for each such check returned or dishonored.

7. Recreational Vehicle. Tenant shall provide Landlord with copies of the title and registration for the recreational vehicle prior to occupying the recreational vehicle lot. All aspects of the recreational vehicle, including, but not limited to, its condition, appearance, size, and age are subject to Landlord's review and approval. Tenant represents that only the recreational vehicle described as follows will be placed upon the recreational vehicle lot:

YEAR: _____ MAKE: _____ LENGTH: _____ COLOR: _____ TYPE: _____
SERIAL NUMBER: _____ LICENSE NUMBER: _____ STATE: _____

REGISTERED OWNER: _____
LEGAL OWNER: _____
LIENHOLDER: _____

8. **Use and Occupancy.** The recreational vehicle shall be utilized exclusively as a residential dwelling, and may not be utilized for any business, commercial, or other purpose. The recreational vehicle shall be occupied by Tenant and the following additional persons only: _____.
No other person shall occupy the recreational vehicle without first obtaining the written approval of Landlord.

9. **Rules and Regulations.** Tenant shall comply with all rules and regulations adopted by Landlord. Tenant acknowledges receipt of a copy of Landlord's current rules and regulations pertaining to recreational vehicles and recreational vehicle lots. Landlord shall be entitled to adopt additional rules and regulations, and amend or supplement said rules and regulations.

10. **Guests.** Tenant shall be responsible for the conduct of Tenant's guests and shall ensure that such guests comply with the terms and conditions of this Agreement and the rules and regulations. Landlord shall be entitled to exclude any guests failing to comply with the terms or conditions of this Agreement or the rules and regulations. Tenant shall be responsible for any damage caused by Tenant's guests, and shall pay to Landlord all costs and expenses incurred by Landlord in repairing such damage or in restoring the Premises.

11. **Pets.** Tenant shall not keep or maintain any pet or animal upon the Premises, unless Tenant obtains the prior written approval of Landlord. In the event Landlord approves the keeping of any pet upon the Premises, Tenant shall sign a separate Pet Permit and Agreement in the form required by Landlord. Tenant's guests shall not bring their pets in or around the Premises.

12. **Utilities.** The rent paid by Tenant includes the following utilities: water and sewer. Tenants are permitted to utilize dumpsters placed throughout the Park for disposal of normal household garbage. Electricity is metered and billed to Tenant based upon usage. Tenant shall pay the full amount of the electricity charges to Landlord on Tenant's rent due date. Tenant is solely responsible for procuring and paying all charges incurred for any cable television, internet, telephone, natural gas, propane, or other services or utilities. Landlord shall have no obligation to provide, maintain, or pay any charges associated with any cable television, internet, telephone, natural gas, propane, or other services or utilities which Landlord has not specifically agreed to pay pursuant to this Agreement. Any interruption of services provided by Landlord shall not entitle Tenant to any abatement or adjustment of rent or other charges. Tenant shall be responsible for costs incurred in repairing any damage caused to the Park electrical, water or sewer facilities resulting from any misuse or unlawful, negligent, or improper conduct on the part of Tenant or Tenant's guests.

13. **Amenities.** Tenant's rental of the Premises does not include any amenities or services except for those specifically described as amenities or services provided by Landlord pursuant to this Agreement. Landlord shall have no responsibility to provide, maintain or continue any amenities or services. In the event any service, utility or amenity which Landlord has agreed to provide in this Agreement is decreased or eliminated by Landlord, Landlord shall be afforded a reasonable time to replace the amenity or service without reduction of rent.

14. **Assignment or Subletting.** Tenant shall not assign this Agreement, assign any possessory interest in the Premises, sublet the Premises or any portion thereof, or rent or lease the recreational vehicle located upon the Premises.

15. **Maintenance of Premises.** Tenant shall maintain the Premises in a neat, clean and sanitary manner. Tenant shall not place or store appliances, equipment, tools, furniture, boxes, containers, tires, refuse, auto parts, wood, lumber, personal property, debris or junk around the exterior of the recreational vehicle. Tenant shall not place or store any items under the recreational vehicle. Vehicle washing, repair or restoration work is prohibited. Upon vacating the Premises, Tenant shall leave the Premises neat and clean and free of any personal property or debris.

16. **Maintenance of Recreational Vehicle and Improvements.** Tenant shall, at Tenant's own cost and expense, and at all times, maintain the recreational vehicle together with any and all improvements, including, but not limited to, skirting, access facilities, stairs, safety railing, plumbing fixtures, sewer facilities, coolers, and air conditioners in a clean and sanitary manner and in a good condition and state of repair. Tenant shall be responsible for the maintenance and repair of such improvements in a manner acceptable to Landlord and in compliance with all applicable laws, ordinances, rules and regulations. Tenant shall wrap the water supply line and spigot with heat tape or insulation to prevent freezing or breakage. Tenant shall be responsible for installing and connecting a hard sewer line utilizing PVC pipe within two (2) weeks of move-in.

17. **Alterations.** Tenant shall not alter or modify the Premises, the recreational vehicle, or the improvements thereto without first obtaining the written consent of Landlord. In the event Tenant alters or modifies the Premises, the recreational vehicle, or the improvements thereto, without first obtaining Landlord's written consent, Landlord may require Tenant to either remove such alterations or modifications, or require Tenant to restore the Premises, recreational vehicle, or improvements to their former condition,

all at Tenant's sole cost and expense. Tenant shall secure a written approval of Landlord before beginning construction of any improvement, alteration, modification or addition to the recreational vehicle or the recreational vehicle lot.

18. **Fences and Outbuildings.** Tenant shall not construct or erect any fence, barrier, shed, outbuilding, or other structure upon any part of the Premises.

19. **Refuse Disposal.** Tenant shall place all rubbish, trash, garbage, and other refuse in covered trash receptacles and shall place said trash receptacles at the collection times and locations designated by Landlord.

20. **Access and Inspection.** Landlord or its duly authorized representative shall be entitled to enter the Premises at reasonable times and upon reasonable notice for the purpose of inspecting said Premises, showing the same to prospective tenants or purchasers, or making necessary repairs, alterations, or improvements, or supplying necessary or agreed services. In the event of an emergency, Landlord or its duly authorized representative may enter upon the Premises without notice or consent in order to take whatever steps are reasonably necessary to alleviate the emergency situation.

21. **Vehicles and Parking.** Tenant's vehicle(s) must be registered at the office. Tenant shall provide the license plate number of the vehicle, and proof of current registration. Tenant may park no more than one (1) approved vehicle in the parking space or area designated by Landlord. Vehicles shall not be parked in fire lanes, in areas designated "no parking" by Landlord, or in a manner which interferes with the parking of other vehicles or the flow of traffic. Inoperable, unregistered, abandoned, noisy, unauthorized or improperly parked vehicles may be towed at the expense of the vehicle owner. All vehicles must be operated in a safe and cautious manner.

22. **Conduct.** Tenant shall not engage in any conduct which constitutes a disturbance, nuisance or annoyance. Tenant shall not participate in or permit loud music, parties, arguments or disputes, or any conduct or activities interfering with the rights of peaceful enjoyment of other residents or the operation of the Park. Tenant shall also comply with any and all laws, ordinances, rules and regulations, including, but not limited to, those pertaining to the use and occupancy of the Premises and/or Tenant's recreational vehicle. Tenant shall not engage in or permit any drug-related criminal activity, or engage in or permit any activity that endangers the health, safety or welfare of other tenants, or engage in or permit any activity that is otherwise injurious to the property or its reputation. Tenant shall not willfully harass Landlord, the Park manager, assistant manager, or any employee or agent of the Landlord. The restrictions contained in this paragraph are material obligations under this Agreement.

23. **Termination.** Either Landlord or Tenant may terminate the tenancy and/or this Agreement in any manner permitted by this Agreement or by applicable law. Either Landlord or Tenant may terminate the tenancy and/or this Agreement upon five (5) days advance written notice without cause. Landlord may also terminate the tenancy and/or this Agreement upon Tenant's failure to comply with any of the provisions of this Agreement or the Rules and Regulations adopted by Landlord, upon Tenant's failure to pay rent or other charges provided for under this Agreement, or for any other reason permitted by law. In the event Tenant remains in possession of the recreational vehicle lot after termination or expiration of the agreed upon term, such continuing occupancy of the lot by Tenant shall: (1) constitute an unlawful detainer of the Premises by Tenant; or (2) if approved by Landlord, a week-to-week tenancy at an increased rent (i.e., twenty percent over the rent originally specified in this Agreement), but otherwise subject to all of the terms and conditions of this Agreement. All rent and other charges must be paid in full prior to the removal of the recreational vehicle from the Premises.

24. **Insurance.** Landlord shall not be responsible for any damage or loss to Tenant's recreational vehicle or personal property. Tenant acknowledges that any insurance coverage maintained by Landlord does not cover damage to or loss of Tenant's recreational vehicle or personal property. Landlord shall not be liable or responsible in any way for, and Tenant hereby waives all claims and causes of action against Landlord with respect to or arising out of: (1) any loss, damage, illness, death or any injury of any nature whatsoever that may be suffered or sustained by Tenant or any employee, servant, licensee, occupant, family member, invitee, or guest of Tenant, or any other person, from any causes whatsoever, unless such loss, damage, illness, death or injury is based upon an act or omission of the Landlord in the performance of a duty imposed by law; or (2) for any loss, damage, or injury to any property belonging to Tenant or any employee, servant, licensee, occupant, family member, invitee or guest of Tenant, or any other person, unless such injury or damage to property is based upon an act or omission of the Landlord in the performance of a duty imposed by law.

25. **Security.** Tenant agrees and acknowledges that Landlord does not provide, and has no obligation to provide, security for the deterrence or prevention of crime. Tenant is responsible for Tenant's own security and safety, and for protection of Tenant's own person and property.

26. **Relocation.** Landlord shall be entitled to require Tenant to relocate Tenant's recreational vehicle to a different space in the Park. Tenant shall be responsible for immediate removal of Tenant's recreational vehicle in the event of fire, flood, earthquake or other natural disaster or emergency.

27. **Cumulative Remedies.** Upon termination of the tenancy or this Rental Agreement, or upon Tenant's default, Landlord shall be entitled to exercise all of its rights and remedies permitted by law, including, but not limited to, commencing a lawsuit against Tenant seeking the recovery of rent and other charges owing and/or the removal of Tenant and Tenant's recreational vehicle from the Premises, and/or the filing of a lien against the recreational vehicle for the full amount of the rent and other charges owing, plus costs and expenses incurred by Landlord in preparing, noticing, perfecting, or enforcing the lien (including reasonable attorney's fees). Landlord may, without process of law, detain the recreational vehicle and may block or prevent the removal of the recreational vehicle until such time as Tenant has paid to Landlord all amounts due or owing.

28. **Costs and Attorney's Fees.** Should any litigation be commenced between the parties hereto concerning this Rental Agreement or the property the subject of this Rental Agreement, or the rights and duties of either party relating thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for his attorney's fees in such litigation and costs of Court therein.

29. **Reporting Nuisance.** NRS 202.470 provides that it is a misdemeanor to commit or maintain a public nuisance, or to rent or knowingly permit the use of any building or part of a building for a public nuisance. Any person who willfully refuses to perform any legal duty relating to the removal of such a nuisance is guilty of a misdemeanor. Tenant may report a nuisance or a violation of the building, safety or health code or regulations by notifying the Landlord in writing, or by contacting the City Code Enforcement Office or the Washoe County Health Department.

30. **Landlord Information.** The owner of the Park is WEB CO WEST, a Nevada Corporation, having an address of 335 West First Street, Reno, Nevada 89503. The on-site manager of the Park is _____; address _____; telephone number (775) 235-6611. Cirac Law, A Professional Corporation, 520 Mount Rose Street, Reno, Nevada 89509, telephone number (775) 786-3012 is authorized to act for and on behalf of the Landlord for the purpose of service of process and receiving notices and demands. In the event of an emergency, Tenant may contact _____, or management representatives designated by Landlord in the future, at the telephone number listed above.

31. **Display of Flag.** The Landlord shall not prohibit Tenant from engaging in the display of the flag of the United States within such physical portion of the Premises as Tenant has a right to occupy and use exclusively. The Landlord may adopt rules that reasonably restrict the placement and manner of the display of the flag of the United States by Tenant. Additional provisions and limitations relating to display of the United States Flag are included in Section 118A.325 of the Nevada Revised Statutes.

32. **Waiver.** Neither Landlord's failure to enforce any term hereof, nor Landlord's acceptance of a partial payment or rent or other charges shall be deemed a waiver of Landlord's right to enforcement of the terms and conditions of this Agreement and to the recovery of the full amount due thereunder.

33. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, the same shall be deemed severed from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement. If such provision is deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

34. **Tenant's Acknowledgment.** Tenant acknowledges receipt of a written copy of this Agreement and the Park Rules and Regulations.

THIS IS A LEGALLY BINDING CONTRACT. THE UNDERSIGNED TENANT HEREBY ACKNOWLEDGES HAVING CAREFULLY READ THE FOREGOING AGREEMENT IN ITS ENTIRETY (CONSISTING OF PAGES 1 THROUGH 4), AND AGREES TO ALL OF THE TERMS, CONDITIONS, COVENANTS, AND PROVISIONS OF THIS AGREEMENT. IF MORE THAN ONE (1) TENANT EXECUTES THIS AGREEMENT, TENANT'S LIABILITY SHALL BE JOINT AND SEVERAL.

Dated: _____.

Tenant:

Landlord:

By: _____

PANTHER VALLEY RV PARK