

SHERMAN COUNTY RV PARK Agreement
RV Park Contact: 541-565-3127

The agreement is executed at the place and on the date set forth below, between Sherman County RV Park (hereinafter "RV Park") and _____ (hereinafter "Occupant") as evidenced by their signatures below and is made subject to the terms and conditions set forth below in this agreement beginning on the ____ day of _____, 20__.

Please read each of the following. By initialing each statement, Occupant agrees that they have received a copy of the RV Park Rules and have read, understand, and will abide by all of the following:

1. **Rent:** Monthly rent is \$450.00 per month for a 30 amp space. Monthly rent is \$500.00 per month for a 50 amp space. Rent is due the first day the space is of occupancy, and then on the same day of the month thereafter. If rent is more than five days late a \$25 late fee shall be imposed. Failure to pay rent for two months or more will result in eviction from the park. Occupant must reapply every 90 days. Monthly campers must have a permanent residence elsewhere.

Weekly rent is \$200.00 for a 30 amp space, and \$250 for a 50 amp space. Rent is due the first day the space is of occupancy, and then on the same day of the week thereafter. If rent is more than five days late a \$25 late fee shall be imposed. Failure to pay rent for two weeks will result in eviction from the park.

2. **Use of RV Space:** The RV space shall be used ONLY for the placement and occupation of Occupant's RV. **Subletting the RV space is prohibited.** No items which would violate any law or invalidate any insurance policy or which would be hazardous to persons or property in the vicinity of the rented RV space shall be stored in this space.

_____ Initial

3. **Included Utilities:** Each space includes water, sewer, and electrical connections. Cost of water, sewer, and electricity is included in Rent.

_____ Initial

4. **Pets:** Pets must be on a leash or under control at all times and are not to be left outside unsupervised. Occupants must clean up after their pets immediately and place pet waste in the dumpster. Loud, dangerous or aggressive pets may be grounds for eviction.

_____ Initial

Management reserves the right to reject exotic pets such as snakes, wild animals, or other animals, which, in Management's sole discretion, may be dangerous to others at the RV Park.

_____ Initial

5. **Space Maintenance:** Occupant is responsible for the immediate area around their RV. Spaces must be kept clean and uncluttered at all times. Occupant may use external electrical lights or external electrical decorations with written permission from management.

_____ Initial

6. **Weather:** Occupant is responsible for winterizing your RV. In the event of severe weather or storm, Occupant is responsible for Occupant's RV and personal belongings. Occupant accepts full responsibility for any accident caused by Occupant if Occupant enters or travels through the RV Park under severe weather conditions. Occupant hereby waives and releases Sherman County RV Park from any and all liability, claims, and damages caused by or to Occupant due to severe weather.

_____ Initial

7. **Right of Access:** The Occupant shall have the right to access the rented RV space seven days a week, provided that all terms and conditions regarding payment of rent have been complied with. If rent is in default of this contract the Occupant will be subject to eviction from the premises. Any Occupant in default who enters the property after their tenancy has been terminated will be considered a trespasser.

_____ Initial

8. **Emergency Removal:** RV Park specifically reserves the right to move or remove the Renter's parked RV from the leased space at any time, and without notice to Renter in the event of an emergency. For the purpose of this section, "emergency" shall be defined as any event which jeopardizes the health, safety and/or well-being of the RV Park or any of the RVs or vehicles or land appurtenant to the RVs or vehicles or any property. RV Park shall exercise reasonable caution in removing any RV and will endeavor to notify Occupant of the new location of the RV or return the RV to the Occupant's space after the emergency has concluded.

_____ Initial

9. **Insurance and Responsibility for Damage:** It is understood that RV Park carries no insurance coverage which covers in any way or whatsoever any loss that may be suffered by theft, vandalism, fire, water damage, or by any other cause whatsoever. Occupant releases RV Park from any and all liability associated with damage caused by theft, vandalism, fire, water, or any other cause whatsoever. The Occupant is encouraged to obtain and maintain fire and liability coverage insurance with respect to their RV and personal property against all claims for damage to property, damage, and injury costs, including any attorney fees arising from the use of the rental space.

_____ Initial

10. **Vacating RV Space:** The RV space is to be left in as good order and condition as when rented. When vacating, all rent and charges due must be paid in full by cash or money order.

_____ Initial

11. **Change of Contact Information:** Occupant must notify RV Park of any changes in contact information within **10 days** of such change. Failure to notify RV Park shall constitute a waiver by Occupant of any defense based on failure to receive notice.

_____ Initial

12. Vehicle Provision: Occupant shall have no more than one (1) working vehicle on the property aside from the RV. Inoperable vehicles shall not be left on the property. Occupant agrees to comply with all Rules and Regulations and acknowledges that a copy of those Rules and Regulations has been provided to the Occupant.

_____ Initial

13. ILLEGAL Activity and Arrest: If Occupant is arrested and convicted of any illegal activities while living at the RV Park, even if said illegal activity occurred outside the RV Park grounds, may result in immediate eviction.

_____ Initial

14. Growing and Use of Marijuana: If Occupant violates Oregon State laws pertaining to Marijuana, this will be grounds for eviction.

_____ Initial

15. Entire and Sole Agreement Clause: This agreement, with the park rules attached, constitutes the sole and only agreement between the Occupant and RV Park and supersedes any prior understanding either oral or written between the parties. No subsequent oral agreement between owner or manager of RV Park and the Occupant shall have any bearing whatsoever on this agreement.

_____ Initial

16. Non-Waiver: The failure in any one or more instances of RV Park to insist upon performance of any of the terms or conditions of this Agreement, to exercise any right or privilege in this Agreement conferred, or the waiver by RV Park of any breach of any of the terms or conditions of this Agreement, shall not be construed as a subsequent waiver of any such terms, conditions, rights or privileges, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. No waiver shall be effective unless it is in writing and signed by

an authorized representative of RV Park.

_____ Initial

17. **Disclaimer:** Failure by Occupant to comply with each of the conditions, rules and regulations and terms of the agreement, including the requirement to make rent payments when due, constitutes a default in this agreement. RV Park may, upon such default, and upon written notice to Occupant, terminate this agreement.

_____ Initial

18. **Inspection, Legal Proceedings:** The RV space has been inspected by RV Park and the Occupant and is accepted for use as specified herein. If the RV Park should become involved in legal proceedings against the Renter for recovery of rent or to recover possession of the RV space, and should prevail therein, the Occupant, shall, in every case, pay all of RV Park's expenses thereof, including attorney fees.

_____ Initial

I certify that I have read and agree to all of the terms herein.

Space Number _____

Date: ____/____/____

Printed Full Name

Signature

Occupant's mailing address

Phone

Emergency Contact Name and phone number