

SPACEPORT RV PARK
2121 E. NADEAU STREET
MOJAVE, CALIFORNIA

RULES AND REGULATIONS

1. Rent is due and payable on the first day of each and every month unless prior arrangements have been made with Management. Failure to comply with these terms and conditions will result in a late fee of \$35.00 on the sixth day of the month and/or lawful termination of tenancy.
2. **Moving and Parking of Mobilehomes:** Mobilehomes will be originally parked and subsequently moved or removed from the park only by an authorized moving contractor with the approval of Owner and Manager upon request of the tenant. Mobilehomes shall be moved in or out at such favorable weather conditions may be mutually agreed upon. No mobilehome is to enter or leave without clearance from Management.
3. **Utility Connections:** Mobilehomes will be originally connected and subsequently disconnected by an authorized moving contractor, utility company representative, or by the management to meet City ordinances. The Owner and/or Manager shall not be liable for any damage occasioned by failure to keep such premises in repair, or from plumbing fixtures on or about the premises. No utilities may be extended outside the resident's mobilehome without the expressed written consent of Management. All utility extensions must conform to all applicable codes and ordinances.
4. It is expressly understood and agreed that the Owners and Managers of these premises will not be liable for any damages or injuries to a tenant or his family, or to his family's property from whatever cause arising from the occupancy of these premises by tenant and his/her family.
5. It is understood and agreed that the Owner and/or Manager shall have the right to enter after 24-hour notice is given to inspect premises to ensure maintenance and safety of premises. Unless in the event of an emergency, in which case the Owner and/or Manager has the right to enter.
6. Lessee shall not commit or suffer to be committed any waste upon the property and premises or commit any act or thing which may disturb the quiet enjoyment of any other tenant or person on the property.
7. Lessee will respect the rights of all other tenants and their property at all times and will not cause suffering to any other tenant.
8. If any lessee is intoxicated, abusive, threatens or molests any other tenant, Owner, Managers, or guest, the police will be called and lawful action will be taken.
9. **Necessities for mobilehome installation.** Each tenant must provide proof that their mobilehome will have the following items installed within thirty (30) days of occupancy.
 - Front porch or steps. Steps must be kept painted and free of rust.
 - Metal or vinyl skirting. Other types of skirting are subject to approval by Management.
 - Hitches must be removed, concealed or painted to match exterior of mobilehome.
 - All wheels pulled and the mobilehome set as close to the ground as possible.
 - Anchors. All mobilehomes must be anchored according to law.

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Lessee shall keep and maintain the premises in a clean and sanitary condition, inside and out, at all times. Furniture, appliances or other household items must be stored in a shed or storage facility. Items cannot be stacked around the mobilehome or trailer.

10. Tenants will not burn trash or any other items within the Park. The only exception being barbecue grills and then only when attended.
11. Premises shall not be occupied by any persons who are not on the rental agreement, without PRIOR written permission of management. Premises are leased to the Lessee for the purpose of a personal residence for the named Lessee only and for no other additional persons.
12. Any lessee who has a guest at anytime is responsible for his/her conduct. All Park Rules and Regulations must be obeyed as well or they will be asked to leave the property or be escorted off the property by police.
13. At no time are children to be permitted to play in any of the common areas without the supervision of an adult. Common areas are any areas outside your door with the exception of those who have a small yard. Toys, bikes, etc., can not be left in the common areas at any time. Please keep children from climbing trees, playing in the bushes and plants or any other decorative foliage or gardens in the park. Children must not be allowed to disturb the quiet enjoyment of any other tenant or be allowed to play on any other tenant's space without permission from the tenant. Children can not play at the entrance or exit of the streets of the property. **YOU ARE RESPONSIBLE FOR YOUR OWN CHILDREN AT ALL TIMES. PLEASE BE AWARE OF WHERE THEY ARE AND WHAT THEY ARE DOING.**
14. Management's written permission is required to keep a pet in the Park. Tenant's are allowed two pets, either one dog and one cat, two dogs or two cats (under 20 lbs. At full growth for both dogs and cats). In consideration of others, it is important that those who have pets observe the following rules: If your pet causes any disturbance, barking, snarling or anything which may annoy or endanger your neighbors, permission to keep this pet will be revoked. Your pet is not allowed to invade the privacy of anyone's space, flower beds, shrubs or common areas provided for the use and enjoyment of all residents. Droppings must be picked up, wrapped in paper and placed in trash.
15. Vehicles must be parked along side your coach. No parking is allowed in other spaces whether occupied or not. Riding of motorcycles, motor bikes, motorized bicycles, or other recreational vehicles in the park is expressly prohibited except for the entrance to and from the park.
16. Working on or washing of vehicles is not permitted in the park at any time.
17. The Park speed limit is 5 miles per hour and it is posted. For the safety of children and animals, please observe the speed limit.
18. The Park Office will not take phone calls or deliver messages to anyone, unless in an extreme emergency. You need to make your phone arrangements.
19. Laundry. The running of clothesline from one Mobilehome to another or across yards is NOT permitted. The laundry is provided solely for the convenience of those who live in the Park. Remember that it is shared with others. Be aware of the time it takes to use the washer and dryer; remove clothes promptly. Report any problems with the machine to the Park office immediately. Remember to clean up after yourself.

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20. Tenants may sell their own Mobilehome if said Mobilehome is to be removed from the Park. If tenant wishes to sell the Mobilehome and have it remain in the Park, he/she must first notify the Park Office of the intent to sell. Before such a sale is completed, prospective buyer must fill out an application with the office and make arrangements for the payment of deposits, etc. Upon its sale, any privately owned trailer or Mobilehome must be moved from the premises unless prior rental arrangements have been made with Management.
21. Weapons shall not be discharged in the Park. This includes, but is not limited to, air rifles, BB Guns or any other type of weapon. It shall include knives of any sort used to intimidate or cause harm to any person. Violations of this rule are subject to immediate eviction followed, if necessary, by criminal prosecution.
22. All complaints must be in writing and signed. A copy will be filed and the original sent to the person against whom the complaint was filed. Three separate complaints by more than one source are a reason for eviction.
23. Management reserves the right to modify, amend or delete from or make any changes to these Park Rules and Regulations at any time.
24. Security deposit retained by Manager will be refunded only when (60) day advance notice of intent to vacate is given by tenant. Manager may withhold from the security deposit such amounts as may be necessary to recover any unpaid rent and/or to restore the Mobilehome space or unit to the condition at the commencement of the tenancy, normal wear and tear excepted. Security deposits may not be used by tenant as last month's rent.
25. **ARBITRATION OF DISPUTES:** Any dispute or claim in law or equity arising out of this contract or any resulting transaction shall be decided by neutral binding arbitration in accordance with the rules of the American Arbitration Association, and not by court action except as provided by California law for judicial review of arbitration proceedings. Judgement upon award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties shall have the right to discover in accordance with Code of Civil Procedure 1283.05. The following matters are excluded from arbitration hereunder: (a) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or real property sales contract as defined in Civil Code 2985, (b) an unlawful detainer action, (c) the filing or enforcement of a mechanic's lien, (d) any matter which is within the jurisdiction of a probate or small claims court, or (e) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure 337.2 or 337.15 applies. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to arbitrate under this provision.

"NOTICE: BY SIGNING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY SIGNING IN THE SPACE BELOW, YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY". "I (WE) HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

By signing this agreement, tenant acknowledges he has inspected the space to be rented and the park's facilities and has found them to be as represented and accepts them as such. Tenant agrees to abide by all Rules and Regulations as set forth herein. Tenant agrees to support a Drug Free Zone. Tenant further acknowledges that he/she is not a registered sex offender.