

SPACEPORT RV PARK
2121 E. NADEAU STREET
MOJAVE, CALIFORNIA

RENTAL AGREEMENT

This rental agreement (hereinafter referred to as "Agreement") executed this _____ day of _____, 20_____
between **SPACEPORT RV PARK** (hereinafter referred to as "Park"), and _____ (hereinafter collectively referred to as "Resident"), agree to the following terms and conditions:

1. **TERM:** Park leases to Resident the premises known as mobilehome site or space number _____ (hereinafter referred to as "said premises") in the Park to be used by Resident as his residence and no other purposes for the term of Monthly commencing on the _____ day of _____, 20_____.
2. **RENT:** Resident agrees to pay to Park as base rent for said premises the sum of _____ dollars (\$_____) per month. Park may, upon the service of at least ninety (90) days written notice to Resident, increase the monthly rent as provided by state law.
3. **SECURITY DEPOSIT:** \$_____ has been retained as security deposit. Security Deposit retained by Manager will be refunded only when sixty (60) day advance written notice in writing of intent to vacate is given by tenant to Manager. 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 as the last month's rent.
4. **UTILITIES:** In addition to the base rent, Resident agrees to pay on the first day following billing, the charge at prevailing rates for the following utilities for services furnished to Resident: water, natural gas, electricity, garbage pickup and sewer. Park reserves the right to separately bill for sewer service at any time as allowed by law.
5. **FACILITIES:** Streets and limited parking areas will be provided by Park during the term of this Agreement unless modified or changed as provided by law.
6. **SERVICES:** Management services will be provided by Park during the term of this Agreement unless modified or changed as provided by law.
7. **PAYMENT OF RENT:** Payment of rent is due on the first day of each month without set-off, counterclaim, or deduction whatsoever. As additional rent, a late charge of \$35.00 will be imposed if rent is not paid by the 5th of the month. This charge does not relieve the Resident of this obligation to pay rent by the first of the month and is levied to cover costs of additional accounting, etc. There will be a \$15.00 handling charge for all checks dishonored by Resident's bank for any reason.
8. **THE MOBILEHOME RESIDENCY LAW:** Attached hereto marked "Exhibit A" and by this reference made a part of this Agreement, as though set forth in full at this place, is a copy of the current Mobilehome Residency Law and by signing this Agreement, Resident acknowledges that he has received a copy of that law.
9. **RULES AND REGULATIONS:** Attached hereto and marked "Exhibit B", and by this reference made a part of this Agreement as though set forth in full at this place, is a copy of the present Rules and Regulations of the Park. Resident agrees to comply with all such Rules and Regulations and such additional rules and regulations as may be promulgated from time to time in accordance with state law. Resident, by signing this Agreement, acknowledges receipt of those Rules and Regulations.
10. **RESPONSIBILITY OF THE PARK:** It is the responsibility of the Park to provide and maintain the physical improvements set forth above and the common areas in good working order and condition and to continue to provide the services set forth above during the term of this tenancy. The heating and cooling of any recreational facilities depend upon the availability of natural resources, and their exact thermostatic setting or heating and cooling in general cannot be guaranteed as energy is in short supply and the Park will abide by and conform to, in both letter and spirit, all demands or requests by government and public utility corporations to ration, cutback or join in conservation programs.
11. **AMENDMENT TO RULES AND REGULATIONS:** Rules and Regulations may be amended at any time with Resident's written consent. If Resident does not consent, amendment shall take place six (6) months after written notice of the change. The Park will meet and consult about any changes or amendments as provided by law. Amendments pertaining only to Rules and Regulations applicable to recreational facilities shall become effective sixty (60) days after written notice of the change.

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12. ENTRY UPON RESIDENT'S SPACE: Resident hereby acknowledges that the Park has the right of entry upon said premises to maintain utilities or in case of emergency. Management may charge a reasonable fee for services relating to maintenance of the land and premises upon which a home is situated if Resident fails to maintain the land and premises in accordance with Park Rules and Regulations after written notice to Resident and Resident's failure to comply within fourteen (14) days.

13. TERMINATION OF TENANCY: The tenancy created hereby may be terminated by the Resident upon the giving of written notice to the Park not less than sixty (60) days before vacating the tenancy. The Park may terminate the tenancy only in accordance with the provisions of the Mobilehome Residency Law.

14. REMOVAL ON SALE: Resident may resell his mobilehome upon certain conditions as set forth in this Agreement and the attached Rules and Regulations at any time. However, the Park may, at its option, exercise its rights under the Mobilehome Residency Law to require removal of the mobilehome upon resale to a third party.

15. ASSIGNMENT OR SUBLETTING: Resident shall have neither the right nor the power to assign, rent or sublet his mobilehome or homesite in the Park without prior written Park approval. Park may require information and background checks on any proposed assignee or sublessee. Any such assignment or subletting approved by Park shall constitute a new tenancy.

16. USE PROHIBITED: Resident shall not use or permit the demised premises or any part thereof to be used for any purpose other than a residence for the persons listed above. No other person may make his or her permanent residence at the premises without the prior written consent of the Park. Such consent may be granted or withheld in the Park's sole discretion and depending upon availability of existing facilities to handle the number of permanent Residents in the Park. Residency shall consist of occupancy in excess of thirty (30) days in any calendar year.

17. FIXTURES: All fixtures including but not limited to plants, shrubs and trees planted on the premises as well as all structures including fences embedded in the ground, blacktop or concrete, shall become the property of the Park and shall not be removed by the Resident without prior written consent of the Park. However, Resident shall maintain all such plants, shrubs, trees and structures during the term of his tenancy.

18. HOLDING OVER: Any holding over by the Resident with the actual or implied consent of the Park shall be deemed to be a month-to-month tenancy on the same terms and conditions of this Agreement.

19. SERVICE OF NOTICE: Resident understands that any notice terminating his tenancy must be given to him in writing in the manner described by Section 1162 of the California Code of Civil Procedures. However, as additional consideration of the execution of this Agreement, Resident agrees that any service of any other notice upon him, including by not limited to, a notice of rent increase, notice of non-compliance with Park Rules and Regulations, notice of change in Rules and Regulations and notice of any meeting to discuss amendments to Park Rules and Regulations, standards for maintenance and physical improvements in the Park is mailed to the Resident at his address in the Park via first class United States mail, postage prepaid. Resident agrees that any notice served upon him in this matter shall be deemed served as of the date of the postmark of such mailing.

20. WAIVER: The waiver by Park of or the failure of Park to take action in any respect by any breach of any term, covenant or condition herein contained, shall not be deemed to be a waiver of such term, covenant or condition herein contained. The subsequent acceptance of rent by Park shall not be deemed to be a waiver of any preceding breach by Resident of any term, covenant or condition of this covenant other than the failure of Resident to pay the particular rent so accepted, regardless of Park's knowledge of such preceding breach at the time of accepting such rent and whether or not the breach is continuing in nature.

21. WAIVER OF LIABILITY: The Park shall not be liable to Resident or his family for any damage by or from any act of negligence of any residents or their guests, or by any owner or occupant of adjoining or contiguous mobilehomes. Residents shall pay for all damage to the Park and space, as well as all damages to other residents, their guests and families caused by the Resident or his or her family's or guest's negligence or misuse of the Park.

22. ATTORNEY'S FEES/COURT COSTS: If any action at law or equity shall be brought to recover any rent or any utilities due under this Agreement or on account of any breach of, or to enforce or interpret any of the covenants, terms or conditions of this Agreement or the rules attached hereto for the recovering of possession of the demised premises, the prevailing parties shall be entitled to recover from the other as part of the prevailing party's costs, reasonable attorney's fees, the amount of which shall be fixed by the court and made part of any judgment or decree rendered and the Park shall be entitled to receive as court costs the cost of the service of any notice required to be served upon the Resident in relationship to the legal action.

23. TIME IS OF THE ESSENCE of this Agreement.

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24. **SAVINGS CLAUSE:** Each provision of this Agreement is separate and distinct and individually enforceable. In the event any provision is declared to be unlawful, the enforceability of all other provisions shall not be affected.

25. **INSPECTION OF PREMISES AND APPROVAL:**

a. By signing this Agreement, Resident acknowledges that Resident has carefully inspected the space to be rented and all the Park's facilities and has found them to be in every respect, as represented by Park to Resident, whether orally or in writing.

b. If at any time Resident believes that there exists a deficiency in the maintenance, repair or upkeep of the common areas or utility systems of the Park, Resident agrees to notify Park as soon as reasonably practicable, in writing, of the specific nature of such deficiency, and to request that such deficiency be remedied. For purposes of this Agreement, "common areas or utility systems" shall be defined as those items for which Park is responsible for maintenance as specified in California Civil Code Section 798.15(d) including, but not limited to, the items listed in Paragraph 5 above and gas and electric utility systems up to and including the utility pedestal on Resident's space.

c. Upon receipt of the written notice specified in Paragraph 25(b) above, Park shall have forty-five (45) days to investigate same and if necessary, remedy the deficiency. On or before the expiration of said forty-five (45) day period, Park shall notify Resident, in writing, of the results of its investigation and the status of any remedial work done or to be done.

26. **ARBITRATION OF DISPUTES:**

a. IF, UPON RECEIPT OF PARK'S RESPONSE SPECIFIED IN PARAGRAPH 25(c) ABOVE, A DISPUTE BETWEEN RESIDENT AND PARK STILL EXISTS REGARDING THE ALLEGED DEFICIENCY, RESIDENT OR PARK MAY REQUIRE ARBITRATION OF THE MATTER BY FOLLOWING THE PROCEDURES SET FORTH HEREIN. IT IS HEREBY AGREED THAT SAID ARBITRATION PROCEDURE IS THE SOLE AND EXCLUSIVE LEGAL REMEDY FOR DISPUTES REGARDING CLAIMED DEFICIENCIES AS SET FORTH IN PARAGRAPH 25(d) ABOVE. MATTERS OF EVICTION, UNLAWFUL DETAINER, OR ITEMS OTHER THAN DEFICIENCIES DESCRIBED IN PARAGRAPH 25(e) ABOVE ARE NOT SUBJECT TO ARBITRATION.

b. IN ORDER TO INVOKE THE ARBITRATION PROCESS, THE PARTY DESIRING ARBITRATION SHALL NOTIFY THE OTHER PARTY, IN WRITING, WITHIN TEN (10) DAYS OF THE EXPIRATION OF THE FORTY-FIVE (45) DAY PERIOD PROVIDED BY PARAGRAPH 25(c) ABOVE. SAID NOTICE SHALL SPECIFY THE ELECTION TO ARBITRATION AND SHALL SET FOR THE ISSUES TO BE ARBITRATED. SAID NOTICE SHALL FURTHER INCLUDE THE NAME OF AN ARBITRATOR SELECTED BY THE PARTY DESIRING ARBITRATION TO RULE UPON THE DISPUTE.

c. UPON RECEIPT OF THE NOTICE SPECIFIED IN PARAGRAPH 25(a) ABOVE, THE RESPONDING PARTY SHALL WITHIN TEN (10) DAYS NOTIFY THE REQUESTING PARTY OF ITS SELECTION OF A SECOND ARBITRATOR TO RULE UPON THE DISPUTE. THEREAFTER AND WITHIN THIRTY (30) DAYS, THE TWO NAMED ARBITRATORS SHALL MUTUALLY SELECT A THIRD ARBITRATOR AND THE MATTER SHALL BE ARBITRATED BEFORE THE THREE-MEMBER ARBITRATION PANEL. IF THE TWO NAMED ARBITRATORS ARE UNABLE TO AGREE UPON A THIRD ARBITRATOR, THE THIRD ARBITRATOR SHALL BE APPOINTED BY THE PRESIDING JUDGE OF THE KERN COUNTY SUPERIOR COURT.

d. THE ARBITRATION SHALL BE CONDUCTED BEFORE THE THREE-MEMBER ARBITRATION PANEL PURSUANT TO THE PROVISIONS OF TITLE 9 OF PART 3 OF THE CALIFORNIA CIVIL CODE OF PROCEDURE COMMENCING WITH SECTION 128B. ANY DECISION OF THE ARBITRATION PANEL SHALL BE FINAL AND BINDING, BUT SHALL HAVE NO RES JUDICATA OR COLLATERAL ESTOPPEL EFFECT, AND SHALL BE BINDING ONLY BETWEEN THE ACTUAL PARTIES TO SUCH AN ARBITRATION.

e. IF A DISPUTE BETWEEN RESIDENT AND PARK INVOLVES BOTH ARBITRABLE AND NON-ARBITRABLE ISSUES, THE ARBITRABLE ISSUES SHALL PROCEED FIRST AND SEPARATELY TO COMPLETION THROUGH THE ARBITRATION PROCESS PRIOR TO ANY JUDICIAL ACTION BEING COMMENCED ON THE NON-ARBITRABLE ISSUES. HOWEVER, IF THE NON-ARBITRABLE ISSUES INVOLVE AN ACTION FOR TERMINATION OF TENANCY PURSUANT TO CALIFORNIA CIVIL CODE SECTION 798.56 OR AN ACTION FOR INJUNCTIVE RELIEF BROUGHT PURSUANT TO CODE OF CIVIL PROCEDURE SECTION 527.6 OR CALIFORNIA CIVIL CODE SECTIONS 798.87(h), 798.88, 798.56(e) (f) OR TO PRESERVE A PARTY'S EQUITABLE RIGHTS APPERTAINING TO ANY ARBITRABLE DISPUTE PRIOR TO RESOLUTION BY ARBITRATION, SUCH NON-ARBITRABLE MATTERS SHALL PROCEED TO JUDGMENT EVEN THOUGH RELATED TO AN ARBITRABLE DISPUTE.

f. COSTS FOR THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES, AND SHALL BE SET BY THE THREE-MEMBER ARBITRATION PANEL. SAID COSTS WILL BE PAYABLE UPON DEMAND BY THE ARBITRATION PANEL.

SHOULD EITHER PARTY FAIL TO PAY ITS SHARE OF SAID COSTS UPON DEMAND, THE ARBITRATOR PANEL MAY EITHER ABATE THE ARBITRATION PROCEEDINGS PENDING RECEIPT OF SAID COSTS, OR MAY PROCEED WITH THE ARBITRATION WITH OR WITHOUT THE NON-PAYING PARTY IN SUCH MANNER AS THE PANEL DEEMS APPROPRIATE. ATTORNEYS' FEES AND OTHER COSTS INCURRED SHALL NOT BE AWARDED BY THE ARBITRATION PANEL BUT SHALL BE BORNE BY EACH PARTY SEPARATELY. HOWEVER, ATTORNEYS' FEES AND COURT COSTS INCURRED IN ANY JUDICIAL PROCEEDING TO COMPEL ARBITRATION OR OBTAIN AN INJUNCTIVE RELIEF WHICH THE RESPONDING PARTY REFUSED TO STIPULATE TO IN ADVANCE, OR TO ABATE SUBSEQUENT DISPUTES, OR TO CONFIRM AN ARBITRATION AWARD, SHALL BE AWARDED TO THE PREVAILING PARTY.

8. SHOULD ANY OF THESE ARBITRATION PROVISIONS BE HELD UNENFORCEABLE FOR ANY REASON, IT IS AGREED THAT ALL ARBITRABLE ISSUES IN ANY JUDICIAL PROCEEDING SHALL BE SUBJECT TO A REFEREE ON MOTION BY ANY PARTY FOR HEARING AND DECISION BY A REFEREE AS ALLOWED BY STATE LAW INCLUDING CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638, ET SEQ. IN SUCH EVENT, SAID REFEREE SHALL BE APPOINTED BY THE COURT.

"NOTICE: BY INITIALIZING 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 INITIALIZING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING 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."

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBJECT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.

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26. **CAPTIONS, ET AL:** The captions of the various articles and paragraphs of this Agreement are for convenience and ease of reference and do not define, limit, augment or describe the scope, content or intent of this Agreement or any of its parts. Additionally, the neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the neuter and masculine, and each includes a corporation, partnership or other legal entity when the context so requires and the singular number includes the plural whenever the context so requires.

27. **INDEMNIFICATION:** Resident agrees to indemnify and hold Park harmless from liability for any occurrences on the premises under the immediate control of Resident, or arising out of any activities or omission of Resident, Resident's family, agents, guests, employees, licensees and invitees; except for any damage or injury of any kind arising out of the negligence or wilful misconduct of the Park, its agents or employees.

28. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties. No promise, representation, warranty or covenant, whether written or oral, not included in this Agreement has been or is relied on by either party. Each party has relied on his own examination of this Agreement, a counsel of his own advisors, and the warranties, representations and covenants in the Agreement itself. Failure or refusal of either party to inspect the premises or improvement, to read the Agreement or other documents, or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspecting or advice. Additionally, in any interpretation of this Agreement, it shall be deemed that this Agreement and its exhibits were written by both parties.

Resident and each of them acknowledge that they have read, understood and received copies of this Agreement and all attachments and agree to be bound by its terms and conditions. Resident also understands and agrees that if Resident stays less than one month they will be charged with the weekly rate.

Executed this _____ day of _____, 20_____, at Mojave, California.

Resident _____

Spaceport RV Park, by

Resident _____

Manager _____