

CAMPTOWN OF SHOW LOW, LLC  
1221 W. McNEIL ST.  
SHOW LOW, AZ 85901  
TELEPHONE: 928-537-2578

**RENTAL AGREEMENT**

(OVER 180 DAYS/PARK MODELS)  
**(LONG-TERM RV SPACE RENTAL)**

**Landlord:** Camptown of Show Low, LLC  
1221 W. McNeil St.  
Show Low, AZ 85901

**Tenant(s):** \_\_\_\_\_  
Print Name  
  
\_\_\_\_\_  
Print Name (if no others, state: "No Others")

**Premises:** Space Number: \_\_\_\_\_  
\_\_\_\_\_ West McNeil Street  
Show Low, AZ 85901

**Date:** \_\_\_\_\_  
("Commencement Date")

Landlord hereby rents to Tenant and Tenant hereby rents from Landlord the above-described Premises (the "Premises"), which is located in the Recreational Vehicle Park identified above (the "Park," or the "Community"), on the terms and conditions set forth below. Any renewal shall be at the rental rate established by Landlord in a 60-day rent adjustment notice (or the then-current statutorily-required rent adjustment notice period).

This rental Agreement is month-to-month. Tenant agrees to notice Landlord with at least 30 days written notice of their intent to leave or move their mobile home from the park, if notice is not given Tenant is obligated for an additional month's rent.

1. **Rent**– Rent must be paid via check, money order, cash, or via electronic method if Landlord offers one and Tenant has submitted all required documentation to sign up for such electronic payment method. In the event a check or other payment from Tenant is returned insufficient funds (NSF), Landlord may require payment by money order, cash or cashier's check only. Landlord reserves the right, upon 30 days' notice, to specify the form or location of payment, including but not limited to requiring Tenant to pay via a different method, or canceling the

allowance of payment by credit card if so allowed. In the event of electronic payments to Landlord, Tenant agrees that Landlord or Landlord's agents' electronic records shall be conclusive evidence regarding the payment status, rejection, non-acceptance, or other failure of payment. Rents under this Agreement, which shall be paid without deductions or offset, shall be as follows. All fees and charges hereunder and set forth anywhere in this Agreement shall constitute additional rent:

- a) The base rent shall be \_\_\_\_\_ per month;
- b) Other fees and charges that the Tenant must pay each month are:
  - i. Pet Fee: \_\_\_\_\_ per month per pet for 2 pet(s) (not applicable to assistive animals) (limit of two (2) pets per home site, pets must be pre-approved in writing before being brought into the Community).
  - ii. Extra Person Fee: \$10.00 per month for each adult in excess of two (2) adults living on the space (exclusive of guests);
  - iii. NSF Payment Fee: \$25.00 per returned payment;
  - iv. Legal Notice Fee: \$10.00 for any formal legal notice of material breach of Rental Agreement or Community Rules and Regulations (notice served on one tenant or to an occupant of responsible age shall be deemed notice to all tenants and occupants);
  - v. Excessive use of water fee: \$100.00
  - vi. Mailbox Locks & Key Fees: Locks and Replacement Locks are \$45.00, Keys and Lost Keys are \$15.00
- c) In all instances, rent must be paid on the first (1<sup>st</sup>) day of each month (unless authorized in writing by Landlord), at the Manager's Office without notice or demand, and rent forwarded by mail shall not be deemed paid until it is received by the Manager. Tenant shall pay, in addition to rent, all transaction privilege, sales, or similar taxes applicable to rent. If a drop-box is provided for after-hours payment, Tenant agrees that use of a drop-box is at the sole risk of the Tenant, and any payment placed in the after-hours drop-box is not deemed paid until it is received by the Manager.

2. **Late Charges** – In addition to all other rights and remedies of Landlord and without prejudice to Landlord's right to terminate this Agreement for non-payment of rent, Tenant shall pay to Landlord a late charge in the amount of twenty-five dollars (\$25.00) for any rent not received within six (6) days after it is due, and five dollars (\$5.00) per day if it remains unpaid thereafter. Separate late charges will accrue on each month's rent that is late or unpaid. Late charges constitute additional rent.

3. **Improvements** – Tenant must make any and all improvements to any recreational vehicle (RV) or Tenant-owned appurtenance maintained on the Premises, until said RV and appurtenances meet or surpass all standards as set forth in the Community's Rules and Regulations. Additionally, Tenant shall make repairs when necessary to maintain said RV at the standards set forth in the Community's Rules and Regulations.

4. **Use/Conduct/Trees/Taxes** – Tenant shall be fully responsible for the conduct of all members of Tenant’s household and for all guests of Tenant while in the Park. Tenant, Tenant’s occupants, guests, invitees, and visitors must behave in a reasonable and respectful manner at all times in the Park, including but not limited to towards other tenants, and Park employees, vendors, management, and staff. Offensive or inappropriate conduct towards anyone, and/or harassment of anyone, including but not limited to Park management and staff, will not be tolerated and is grounds for termination of tenancy. Tenant, Tenant’s occupants, guests, visitors, or invitees shall not interfere in the management or operation of the Park.

Tenant shall be responsible for maintaining the Premises and the RV in a neat and clean condition. Tenant shall maintain all landscaping on the space, including but not limited to trimming all landscaping. Tenant shall not remove or damage any tree on the Premises/space without prior written permission from management. Landlord reserves the right to require Tenant to remove any trees, plants, shrubs, or other landscaping on the space if Landlord determines, in Landlord’s discretion, that such trees, plants, shrubs, or other items interfere with any improvements in the Park, including but not limited to utility lines, sidewalks, streets, driveways, or any concrete, asphalt, or foundation work, or pose a threat to any home or other unit.

The Premises and RV shall, at all times, comply with the Community’s Rules and Regulations. The Premises will be used solely as the site for the recreational vehicle described below which shall be used solely for residential purposes (and not for business or commercial purposes) and occupied only by Tenant and the following named residents:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Tenant agrees and recognizes that the Community has adopted an occupancy limitation of two persons per bedroom plus one additional person per home. For purposes of this section, a “bedroom” is defined as a room designated as a bedroom by the manufacturer of the recreational vehicle. A typical RV or park model is considered a one-bedroom unit.

Tenant warrants and represents to Landlord that the following information is accurate:

(a) Name and address of RV’s legal owner:

\_\_\_\_\_  
\_\_\_\_\_

(b) Type of RV: \_\_\_\_\_

(c) Make of RV: \_\_\_\_\_

(d) Model of RV: \_\_\_\_\_

(e) Year of Manufacture: \_\_\_\_\_

(f) Size: \_\_\_\_\_

(g) Serial Number: \_\_\_\_\_

(h) Name and address of lienholder, if any: \_\_\_\_\_

Tenant agrees to notify Landlord within ten (10) days of any changes in the above information, the release of any lien on the RV, or the creation of a new lien on the RV. Tenant agrees to provide Landlord with a copy of the title to Tenant’s RV before entering into this Rental Agreement, and thereafter immediately on Landlord’s request. Tenant further agrees that Tenant is responsible for ensuring that all personal property

taxes on the home are paid in full when due; failure to pay personal property taxes on a home when due is a material breach of this Rental Agreement.

Tenant shall not permit the Premises or any portion thereof or the park to be used in such a manner as to: (1) create or maintain a public nuisance; (2) violate any applicable state, federal, or local law or ordinance; or (3) obstruct, interfere with, or infringe on the rights of other tenants of the Park, or of management or ownership of the park.

5. **Utilities\*** – In addition to all other rental charges set forth in this Agreement, utility service shall be paid for as indicated below (**fill in appropriate space; insert “N/A” if not applicable**):

Type of Service or Utility	Pays/Purchases From Landlord	Pays Utility Directly	Included in Base Rent
Electricity	N/A	APS	NO
Water	N/A	N/A	YES
Sewer	N/A	N/A	YES
Trash	N/A	N/A	YES
Natural Gas	N/A	Unisource Energy	NO
Propane	N/A		NO

Any Landlord-provided utilities (that Tenant purchases from Landlord and for which Tenant pays Landlord) shall be charged at the single-family residential rate of the local provider as that rate exists, and as it is changed from time to time, with no advance notice of change in utility charges being required. All charges for utilities plus all applicable taxes (subject to change as such taxes are changed by the relevant taxing entity) shall constitute additional rent.

**\*For any utilities that are not currently billed by Landlord to Tenant and that are instead included as part of the monthly base rent, the Community reserves the right to serve Tenant with a notice to begin separately billing Tenant for such utility during the term of this tenancy and/or any renewal terms. Specifically, during the term of this tenancy and/or any renewal terms, the Community may either install a submetering system for any metered utility and, upon thirty (30) days’ notice to Tenant, begin separately billing for such utility at the single-family residential rate of the local serving utilities or providers as such rates exist and as they change from time to time, with no further notice being required, or may implement a ratio utility billing method pursuant to A.R.S. § 33-2107(A)(2). Additionally, the Community may, during the term of this tenancy, and with thirty (30) days’ notice to Tenant, begin separately billing for sewer and/or trash services at the single-family residential rate of the local serving trash utilities or providers as they exist and as they change from time to time, with no further notice being required.**

For any utilities for which Tenant pays the serving utility directly, Tenant must establish utility service in Tenant’s own name and is responsible for timely paying such utility.

Tenant must maintain utility service at all times without interruption. Tenant is responsible for maintenance and repairs of all water, electrical, and sewage connections, and shall be responsible for any malfunction occurring between the point of connection and Tenant’s RV. The “point of connection” is defined as follows for each such utility: (i) for water: at Tenant’s side of the meter or at the underground stop and waste valve; (ii) for electric: from and including the meter box; (iii) for sewage: the connection point at the sewer (or septic, as applicable) system; and (iv) for natural gas: at Tenant’s side of the meter.

The installation of any home or structure, and/or the pouring of any concrete, over utilities/utility lines and/or easements is strictly prohibited. If it is determined at any time that any service lines, meters, or other utility connections or lines and/or easements are located under Tenant's RV, carport, patio, appurtenances, landscaping, or any improvements or additions of any kind on the space, Tenant must remove any obstructions and provide access to such items, and must pay the cost of all such work. If such items and/or personal property of Tenant must be moved, Landlord is not obligated to put them back or to pay any costs of re-installing them. Tenant is responsible for and bears the risk that Tenant's RV and appurtenances may be situated over utility lines and/or easements. Landlord is not responsible for the restoration or repair of any items damaged or removed during any repair, replacement, or servicing of any utilities.

6. **Ongoing Obligation to Meet Community Rental Criteria** – Tenant and all occupants of the Premises have an ongoing obligation to meet the Community's criminal background screening criteria. If Tenant or any occupant are convicted of any crime that would render them ineligible for residency or occupancy in the Community, whether or not the crime occurs in the Community, such conviction shall be deemed a material breach of this Agreement. Appearance or listing of Tenant or any occupant's name on any government sex offender registry shall be deemed a material and irreparable breach of this Agreement. This obligation is in addition to any provisions set forth in any Crime Free Addendum to this Rental Agreement and in A.R.S. § 33-2143(D)(3). No one may reside on the Premises without having met the Community's rental criteria.

7. **Age 55+ Community** – In accordance with the federal Housing for Older Persons Act of 1995 ("HOPA"), the Community is intended to be and is operated as "housing for older persons." Consequently, at least 80 percent (80%) of the occupied home sites within the Community must be occupied by at least one person who is fifty-five (55) years of age or older as of the date the exemption is claimed. Additionally, effective January 1, 2023, all other residents of the Community must be at least forty-five (45) years of age (the "Secondary Age") (before that date, which is the date that the Community's updated Statements of Policy will go into effect, the Community does not yet have a Secondary Age). All prospective residents of the Community will be screened for compliance with these provisions, and no application for residency will be accepted without satisfactory proof of age, such as a valid driver's license, birth certificate, or passport. The Community reserves the exclusive, unrestricted right to grant an exception to this requirement when, in the exclusive opinion of the Landlord, special circumstances warrant the granting of an exception so long as such exception does not interfere with the Community's status as Housing for Older Persons. Any such exception must be made in writing and signed by both parties. At the time of application for initial occupancy, or on demand of management, all potential tenants and/or occupants and all existing Tenants/occupants shall be required to produce for inspection and copying one of the following age verification documents: driver's license; birth certificate; passport; immigration card; military identification; other valid local, state, national, or international documents containing a birth date of comparable reliability. On January 1 of each even numbered year, or on such other date as dictated by Management in Management's sole discretion, all Tenants shall be required to provide the names and ages of all current occupants of the Home, in writing, to management. Failure to provide such requested documentation or information shall constitute a violation of this Rental Agreement and Tenant may be subject to eviction pursuant to applicable law.

8. **Guest Fee** – Landlord may charge a guest fee of ten dollars (\$10.00) per night for any guest who stays at the Tenant's RV for more than fourteen (14) days in any twelve (12) month period. If a guest stays more than 30 days in a twelve (12) month period, that guest becomes a prospective tenant and unauthorized occupant who must immediately vacate the premises until the prospective tenant submits an application for residency as required by the Landlord, is approved for tenancy by Landlord in writing, and a written rental agreement for tenancy is signed by the Landlord and all other tenants on the space allowing the prospective tenant to become an authorized occupant or tenant.

9. **Lot Lines** – There are no lot lines separating spaces. The configuration of each space is designated by Park management, and each space shall remain under the direct control of Park management. Landlord reserves the right to adjust the dimensions of each space/the Premises at any time for any reason that Landlord deems appropriate, including but not limited to compliance with code setback requirements, either for existing homes or other units, or to accommodate homes or other units being brought into the Park. The space designated for Tenant’s use shall consist of a rough approximation of the space designated on a map of the Park maintained by Landlord from time to time. However, the space is not precisely legally described and the Landlord shall not be liable for variances between the map and the actual space. Additionally, as the size of RVs and manufactured homes change and setback requirements change, the approximate boundaries between spaces may be reasonably adjusted. Such adjustments shall not change the rental amount under this Rental Agreement.

10. **Transfer** – This Agreement and possession of the premises may not be assigned, sublet, or otherwise transferred by Tenant without the prior written agreement of Landlord.

11. **Attorneys’ Fees** – In the event Landlord or Tenant commences litigation to construe or to enforce this Rental Agreement, or to recover damages for breach of this Rental Agreement, or to obtain possession of the Premises, or in any way related to this Rental Agreement, the prevailing party shall be entitled to recover his/her reasonable attorneys’ fees.

12. **Notices** – In accordance with A.R.S. § 33-2122. Landlord does hereby disclose the following:

a) Authorized Manager of Premises and Address:

Gerrie Cooley  
1221 W. McNeil St.  
Show Low, AZ 85901

b) Person authorized to act for and on behalf of owner for purposes of service of process and for the purpose of receiving and receipting notices and demands and address:

Camptown of Show Low, LLC  
PO Box 716  
Vista, CA 92085

c) Owner of the Premises and Address:

Camptown of Show Low, LLC  
PO Box 716  
Vista, CA 92085

(d) All notices provided for herein and under applicable law shall be in writing and shall be delivered to tenant at the Premises unless notice of a different address for the giving of notices is received by the Landlord in writing.

13. **Jury Trial Waiver** – **The parties hereby waive their respective rights to trial by jury in any proceeding brought by either of them against the other arising out of or in any way related to this Agreement, including but not limited to eviction actions.**

14. **Abandonment of RV** - The parties agree that Tenant's RV shall be deemed abandoned as provided by law, and/or if: (a) the Tenant is absent from the RV without notice to the Landlord for at least 30 days; (b) rent for the space is outstanding and unpaid for at least 30 days; and (c) there is no reasonable evidence other than the presence of the RV and Tenant's personal property that the Tenant is occupying the RV. In that case, Tenant agrees that Landlord may enter the RV to determine if it is occupied and to ensure that there are no dangerous conditions in it. Tenant further agrees in such case that Landlord may notify the lienholder, if any, of the abandonment and pursuant to A.R.S. §§ 33-1704, 33-1023, or any other applicable law, may seize the RV/home and pursue a landlord lien, bonded title, or other remedy as necessary to dispose of the RV/home and/or remove it from the Community.

15. **Insurance** – Tenant is responsible for insuring Tenant’s personal property, including but not limited to Tenant’s RV. Tenant must carry adequate property damage insurance known as “Special Form” or “All-Risk” insurance on the RV and must also maintain reasonable general public liability insurance. Tenant must provide Landlord with proof of insurance before signing this Rental Agreement and at any time upon Landlord’s request. If at any time the RV is damaged or destroyed, Tenant remains obligated to pay space rent and any/all other fees and costs owed to Landlord. Such obligation shall only cease if this Rental Agreement is properly terminated pursuant to the terms of this Rental Agreement and applicable law, and the RV is removed from the Premises and the Premises restored in compliance with this Rental Agreement, the law, and all Community Rules and Regulations.

16. **Rules and Regulations** – Tenant agrees to abide by all provisions of the Community’s Rules and Regulations as currently written and as amended, including but not limited to special rules posted at the Community’s facilities. Tenant acknowledges receipt of a copy of the Rules at the time of execution of this Agreement. Tenant must also comply with all laws, codes, ordinances, and any governmental orders, mandates, executive orders, and the like including but not limited to those related to health and safety.

17. **Sale of Park Model** – If Tenant’s RV is a park model, any buyer of the park model in the Community, under circumstances where the buyer desires that the park model remain in the Community, shall be subject to the prior written approval by the Landlord of the buyer as a tenant. To be eligible for such approval, the buyer must comply with Landlord’s pre-qualification procedures and standards, sign a new RV space rental agreement, and meet any other conditions and requirements set forth in the Community’s Rules and Regulations. **Any buyer of the park model in the Community shall begin a new tenancy (and does not assume Tenant’s tenancy) and Landlord has the right to set the rent in the buyer’s rental agreement as Landlord chooses in Landlord’s sole discretion. Tenant and Tenant’s buyer should visit the Community office to inquire regarding the then-market rent rate in the Community.** As an additional condition to approval, Landlord may require that any outstanding balance owed to the Landlord be paid, and may require upgrading of the park model or the Premises to meet the standards contained in the Community’s Rules and Regulations in effect on the date of such proposed sale. If the provisions of this paragraph are not complied with, the park model must be removed from the Community upon sale by Tenant or Tenant’s successor in interest. This Rental Agreement shall automatically terminate upon the sale of the park model to a buyer of the park model approved in writing by the Community who executes a Rental Agreement with the Community for the home site.

18. **Park Model Right of First Refusal** – If during the term of this Agreement or any extension thereof, Tenant accepts an offer to purchase or otherwise convey Tenant’s park model home, or if Tenant intends to enter into an agreement for the sale or other transfer of Tenant’s park model home, Tenant shall first give Landlord written notice setting forth the name, address, and phone number of the prospective buyer, the purchase price, and all of the terms and conditions of the proposed sale or other transfer. Tenant shall attach a true and accurate copy of the purchase offer or proposed sales/transfer contract to the written notice to Landlord. After delivery of such written notice, Landlord shall have the right to purchase Tenant’s park model home on the same terms and conditions. The right of first refusal shall be exercised by certified

mailing or personal delivery to Tenant within 72 business hours of receipt of the required written notice (weekends and holidays shall not count towards this 72 hours). Should Landlord elect not to purchase Tenant's park model home on such terms and within said 72 business hours, the right of first refusal shall be deemed expired, and Tenant may proceed to sell or otherwise convey the park model home on the same terms and conditions as set forth in the written notice to Landlord. This provision shall not apply to sales by Tenant to individuals who intend to keep the park model home on the Premises, who intend to reside therein for a period of twelve months or more, and who make application to Landlord for approval as tenants and who are in fact approved. **Tenant acknowledges and agrees that this right of first refusal is a material term of this Agreement and that, in its absence, the rent provided for herein would be significantly higher.**

19. **Removal of Home** – Tenant must provide Landlord with at least thirty (30) days' notice before expiration of this Agreement of Tenant's intention to terminate this Agreement and remove the RV from the Premises. Tenant shall not remove Tenant's RV from the Premises until a Clearance for Removal has been received from Landlord. The Rules and Regulations set forth requirements pertaining to the condition of the Premises and procedures for obtaining a Clearance for Removal, with which Tenant must comply. Among other requirements, if the RV is a park model, Tenant must provide Landlord with proof of Tenant's mover's insurance before the move-out to protect the Community from damage done during the move. Additionally, if the unit is a park model, Tenant must remove all concrete from the space and all landscaping unless Landlord requests otherwise in writing. No Clearance for Removal will be issued until all amounts owed to Landlord are paid in full.

20. **Acceptance of Premises** – Tenant affirms that Tenant has inspected the Premises and the Community, and Tenant acknowledges that the Premises and the Community are in a good state of repair, sanitary, in fit and habitable condition and accepts the premises and the Community "as is."

21. **Waiver** – Any failure of Landlord to require compliance or exercise any right pursuant to this Rental Agreement and/or the Community Rules and Regulations shall not be construed as a waiver by Landlord of any term of this Rental Agreement or the Rules and Regulations, and shall not affect the validity or enforceability of any portion of this Agreement or of the Rules and Regulations.

22. **Force Majeure** – If the performance by Landlord of any of Landlord's obligations or undertakings under this Rental Agreement is interrupted or delayed by any occurrence not occasioned by the conduct of either party to this Rental Agreement, whether that occurrence is an act of God or public enemy, or whether that occurrence is caused by war, riot, storm, earthquake, epidemic, pandemic, or other natural forces, or by the acts of anyone not party to this Agreement, then Landlord shall be excused from any further performance for whatever period of time after or during the occurrence is reasonably necessary to remedy the effects of that occurrence. Tenant's obligation to pay rent and any other amounts due hereunder shall not be abated by any such occurrence. Further, any Community common areas and facilities are not guaranteed and such facilities may be temporarily or even permanently closed for renovations, remodeling, change in use, meetings, Management use, training, maintenance, national emergencies, epidemics, pandemics, acts of God, due to force majeure, and the like, without any modification or change to the amount of rent paid pursuant to this Agreement.

23. **Access** – Landlord reserves the right to access all portions of the space at reasonable times for all legitimate purposes.

24. **Entire Agreement** – This Agreement supersedes any prior agreements, written or oral, with respect to the subject matter of this Agreement. THE ON-SITE COMMUNITY MANAGERS ARE NOT AUTHORIZED TO MAKE ANY REPRESENTATIONS NOT CONTAINED IN THIS AGREEMENT OR TO STRIKE OR AMEND THE PROVISIONS OF THIS AGREEMENT OR THE RULES AND

REGULATIONS IN ANY WAY. ANY MODIFICATION TO THIS AGREEMENT MUST BE IN WRITING, SIGNED BY AN AUTHORIZED REPRESENTATIVE OF COMMUNITY OWNERSHIP.

25. **Execution** – Tenant has ten (10) days from \_\_\_\_\_, 20\_\_\_\_, the date of Landlord’s tender of this unexecuted agreement, to sign and return to Landlord both this Rental Agreement and the Acknowledgment of Receipt if one is attached. By signing this Agreement, Tenant acknowledges that Tenant has been offered a copy of the Arizona Recreational Vehicle Long-Term Rental Space Act. Tenant also acknowledges that if this rental agreement is for a space occupied by a tenant-owned Park Model, it is governed by the Arizona Recreational Vehicle Long-Term Rental Space Act and not the Arizona Mobile Home Parks Residential Landlord and Tenant Act. This agreement shall not be binding on Landlord until returned and executed by the Landlord’s authorized agent.

**Landlord:**  
Camptown of Show Low, LLC

By: \_\_\_\_\_  
Community Manager

Date: \_\_\_\_\_

**Tenant:**  
\_\_\_\_\_  
Date

**Tenant:**  
\_\_\_\_\_  
Date

**Attach Acknowledgement of Receipt**