

**RENTAL AGREEMENT**

DATE : \_\_\_\_\_ TENANTS : \_\_\_\_\_  
LANDLORD : Lazy Acres Motel and RV Park \_\_\_\_\_  
PREMISES : 1550 2<sup>nd</sup> Avenue Space #\_\_\_\_\_  
Gold Hill, OR 97525 \_\_\_\_\_

RECITALS:

A. Landlord is the owner of the real property located at 1550 2<sup>nd</sup> Avenue Space #\_\_\_\_, Gold Hill, Jackson County, Oregon (the "**Premises**"). The Premises is located in Landlord's RV park, Lazy Acres Motel and RV Park (the "**Park**"). Landlord desires to rent the Premises to Tenants on the terms and conditions stated in this Rental Agreement (this "**Agreement**").

B. Tenants own the recreational vehicle described below (the "**RV**") and desire to rent the Premises from Landlord on the terms and conditions stated in this Agreement.

Manufacturer: \_\_\_\_\_ Manufacture Year: \_\_\_\_\_

License Plate No.: \_\_\_\_\_ Owner(s): \_\_\_\_\_

Tenants have provided Landlord a copy of the certificate of title or ownership document for the RV.

Tenants have provided Landlord with proof of insurance for the RV.

SECTION 1. TERM

1.1 Fixed Term. This Agreement is a fixed term tenancy for a term of less than one (1) year between Landlord and Tenants for the Premises commencing on the following Commencement Date and automatically terminating on the following Termination Date:

Commencement Date: \_\_\_\_\_ Termination Date : \_\_\_\_\_

1.2 Termination. This Agreement shall automatically terminate on the Termination Date and without further notice to Tenants if Landlord gives Tenants written notice of termination not less than 30 days prior to the Termination Date.

1.3 Holdover. If, on the Termination Date, Tenants are in possession of the Premises and this Agreement is not terminated under Section 1.2 or renewed or extended, then this Agreement shall automatically renew as a month-to-month tenancy under the same terms and conditions as set forth in this Agreement except for duration and amount of Rent.

1.4 Abandoned Property. Landlord may deem as abandoned any property left on the Premises by Tenants following the termination of this Agreement or Tenants' surrender or abandonment of the Premises, and Landlord may dispose of such property in accordance with ORS

90.425.

## SECTION 2. RENT AND SECURITY DEPOSIT

2.1 Rent. Except as provided in Sections 2.2 and 2.3, Rent is \$\_\_\_\_\_ per month. Except as provided in Section 2.2, Rent is due and payable on the first day of each month and shall be considered late if received by Landlord after the fourth day of the month. Rent checks shall be payable to Landlord. Tenants may pay Rent at the Park office, leave a Rent check at the Park Manager's residence, or mail a Rent check to Landlord at 1550 2<sup>nd</sup> Avenue, Gold Hill, Oregon 97525.

2.2 First Month's Rent. On or before the Commencement Date, Tenants shall pay Landlord the following pro-rated amount of Rent for the First Month of this Agreement:

Commencement Date	:	_____
End Date (First Month)	:	_____
Rent (First Month)	:	_____

First Month's Rent shall be considered late if received by Landlord after the fourth day following the Commencement Date.

2.3 Last Month's Rent. Tenants shall pay Landlord the following pro-rated amount of Rent for the Last Month of this Agreement:

First Day of the Last Month	:	_____
Termination Date	:	_____
Rent (Last Month)	:	_____

2.4 Security Deposit. Tenants shall pay a security deposit in the amount of \$\_\_\_\_\_. Landlord may claim from the security deposit the amount reasonably necessary to remedy Tenants' defaults in the performance of this Agreement and to repair damages to the Premises caused by Tenants, not including ordinary wear and tear. Except as provided by the previous sentence Landlord shall refund the security deposit within thirty-one (31) days after this Agreement terminates and Tenants deliver possession of the Premises to Landlord.

## SECTION 3. UTILITIES AND FEES

3.1 Landlord's Responsibilities Regarding Utilities. Landlord shall arrange for the provision of electricity, water, and sewer services to the point of connection on the Premises. Landlord shall pay all charges for the provision of electricity, water, and sewer services to the Premises. Landlord shall arrange and pay for the provision of garbage services to the Park.

3.2 Tenants' Responsibilities Regarding Utilities Generally. Tenants shall be responsible for connecting the RV to the point of connection located at the Premises for water, sewer, and electricity.

Tenants may arrange for the provision of internet or cable services to the Premises, and Tenants shall pay all charges related to the provision of such services.

3.4 Fees. Landlord may charge Tenants the following nonrefundable fees for each of the following occurrences:

(a) Except as otherwise provided by subsection 2.2, a fee of \$75.00 for each payment of Rent received after the fourth day of the month;

(b) A fee of \$35.00 for each dishonored check, plus any amount a bank actually charges Landlord for processing each dishonored check;

(c) As provided by ORS 90.302, a fee of \$50.00 for noncompliance with the Pet Agreement and/or the Rules and Regulations following receipt of a written warning describing the noncompliance from Landlord, and a fee of \$50.00 plus five (5) percent of Rent for a third or subsequent noncompliance.

(d) A fee equal to one-and-a-half (1.5) times Rent if Tenants terminate this Agreement without cause or abandon or relinquish the Premises during this Agreement; and

(e) A fee of \$250.00 for failing to maintain a properly functioning smoke alarm, smoke detector, or carbon monoxide alarm in the RV.

#### SECTION 4. NOTICES

4.1 To Tenant. Notices from Landlord to Tenants may be hand delivered, posted to the most commonly used door of the RV, and/or mailed to Tenants.

4.2 To Landlord. Notices from Tenants to Landlord may be hand delivered and/or mailed to the Park Manager(s) at the address stated below:

\_\_\_\_\_  
Name – Park Manager

\_\_\_\_\_  
Name – Park Manager

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone No./Email Address

\_\_\_\_\_  
Telephone No./Email Address

4.3 Notices. Any notice required or permitted under this Agreement shall be given when actually delivered or when deposited in the United States mail as first-class mail, addressed to Tenants or Landlord as such address as may be specified from time to time by either of the parties in writing. If no other address is specified by Tenants, any notice to Tenants may be delivered or mailed to the Premises and may be posted conspicuously on the Premises if Tenants are absent.

#### SECTION 5. RULES AND REGULATIONS; ADDENDUMS

The Park's Rules and Regulations are attached hereto as an exhibit and are made part of this Agreement by reference as if fully set forth herein. Any Addendums Landlord requires Tenants to execute are attached hereto as exhibits and are made part of this Agreement by reference as if fully set forth herein.

## SECTION 6. REPAIRS AND MAINTENANCE

6.1 Landlord's Responsibilities. Landlord shall maintain the Premises in a habitable condition. Landlord shall have no duty to maintain the RV. Tenant shall promptly notify Landlord in writing of the need for any repair or maintenance of the Premises or the Park's common areas.

6.2 Tenants' Responsibilities. Except as otherwise provided by this Agreement, Tenants shall (i) properly connect the RV to the point of connection for water, sewer, and electricity, (ii) keep all areas of the Premises as clean, sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin, as the condition of the Premises permits and to the extent that Tenants are responsible for causing the problem, (iii) cooperate to a reasonable extent in assisting Landlord in any reasonable effort to remedy accumulations of debris, filth, rubbish, garbage, rodents and vermin, (iv) dispose from the RV and the Premises all ashes, garbage, rubbish and other waste in a clean, safe and legal manner, and shall comply with all laws regarding the disposal of needles, syringes, and other infectious waste, (v) cleanly dump RV wastewater in the Park dump station and use the Park dump station in a reasonable manner considering the purpose for which it was designed and intended, (vi) use electrical and water systems in a reasonable manner and maintain the connections to those systems, (vii) use all facilities and amenities provided by Landlord in a reasonable manner considering the purposes for which they were designed and intended, (viii) keep the RV and the Premises safe from hazards of fire, (ix) install and maintain in the RV a smoke alarm approved under state and local law, (x) behave, and require other persons on the Premises with Tenants' consent to behave, in a manner that will not disturb the peaceful enjoyment of the Park by neighbors, and (xi) refrain from deliberately or negligently destroying, defacing, damaging, impairing or removing any part of the Park, other than the RV, or knowingly permitting any person to do so, (xii) maintain, water and mow or prune any shrubbery or grass on the Premises, and (xiii) maintain and water trees, including cleanup and removal of fallen branches and leaves, on the Premises except for hazard trees.

## SECTION 7. SMOKING POLICY

Smoking is prohibited in the Park's common areas, within Park buildings, and within 25 feet of Park buildings.

## SECTION 8. INSURANCE

The RV must be insured. Tenants shall provide proof of insurance no later than the Commencement Date.

## SECTION 9. LANDLORD'S RIGHT OF ACCESS

Landlord shall have the right to enter the Premises in order to (i) inspect the Premises, (ii) make necessary or agreed repairs, decorations, alterations, or improvements, (iii) supply necessary or agreed services, (iv) perform agreed yard maintenance, equipment servicing or grounds keeping, (v) exhibit the

Premises to prospective or actual purchasers of the Park, mortgagees, tenants, workers or contractors, (vi) install or maintain a utility or service line or submeter, and (vii) to read a submeter. Except in the case of emergency, agreement to the contrary by Tenants, Tenants' request that Landlord perform repairs or maintenance on the Premises, Tenants' abandonment or surrender of the Premises, or during any absence of Tenants from the Premises in excess of seven days, Landlord shall give Tenants notice of at least 24 hours of Landlord's intent to enter and may enter only at reasonable times.

## SECTION 10. ACCESSORY BUILDINGS AND STRUCTURES; LANDSCAPING

10.1 Accessory Buildings and Structures. Any accessory building or structure, including but not limited to cabanas, ramadas, storage sheds, garages, awnings, carports, decks, and steps, paid for or provided by Tenants belong to Tenants. Tenants must comply with the Park's Rules and Regulations regarding the installation, construction, or placement of any accessory building or structure on the Premises. Tenants shall comply with any and all demands made by Landlord that Tenants remove any and all accessory building(s) and structure(s) installed, constructed, or placed on the Premises upon the termination of this Agreement.

10.2 Landscaping. Except as otherwise agreed to by Landlord in writing, any flowers, shrubbery, or trees planted on the Premises by Tenants are property of the Landlord and shall remain property of the Landlord upon termination of the Agreement. Tenants must comply with the Park's Rules and Regulations regarding landscaping.

## SECTION 11. LIABILITY TO THIRD PERSONS

11.1 Liens. Except with respect to activities for which Landlord is responsible, Tenants shall pay as due all claims for work done on and for services rendered or materials furnished to the Premises or the RV and shall keep the Premises and the RV free from any liens caused by Tenants' failure to meet Tenants' obligations.

11.2 Indemnification. Tenants shall indemnify, defend, and hold Landlord harmless for any claim, injury, loss, or liability arising out of or related to any of the Tenants' activities on the Premises and any person who comes on the Premises at the invitation or with the acquiescence of Tenants. Tenants' duty to indemnify shall not apply to or prevent any claim by Tenants against Landlord for injury or damage to Tenants or Tenants' property for which Landlord may be liable.

## SECTION 12. DAMAGE, INJURY, AND DESTRUCTION

The Park is in the Rogue Valley, which is known for wildfires, and next to the Rogue River. Tenants shall be responsible for moving or towing the RV in the event of a flood, wildfire, or other natural disaster. Landlord shall not be responsible for any damage, injury, loss by accident, or destruction to Tenants, Tenants' guests, or Tenants' property for theft, criminal activity, fire, flood, earthquake, power surge, gas leakage, or other casualty unless such loss is the result of Landlord's willful misconduct or negligence.

## SECTION 13. REMEDIES

13.1 Basic Remedies. The remedies for breach of this Agreement or of the Residential Landlord and Tenant Act shall be as set forth in ORS Chapter 90 and ORS 105.105-105.168, and Landlord's remedies shall specifically include the following:

(a) Landlord may immediately terminate this Agreement and take possession of the Premises after written 24-hour notice if Tenants, someone in Tenants' control, or Tenants' pet (i) seriously threatens immediately to inflict personal injury, or inflicts any substantial personal injury, upon Landlord or Tenants' neighbors, (ii) intentionally inflicts any substantial damage to the Premises, or (iii) commits any act which is outrageous in the extreme on the Premises or in the immediate vicinity of the Premises.

(b) If Rent is unpaid when due and Tenants fail to pay by the fifth day of the month, Landlord may provide Tenants with 13 days' written notice of Landlord's intention to terminate this Agreement if Rent is not paid within that 13-day period. If Rent is not paid within that 13-day period, Landlord may immediately terminate this Agreement, take possession of the Premises, and pursue all appropriate remedies.

(c) In the case of any other material noncompliance by Tenants with the terms of this Agreement or any noncompliance with ORS 90.325 materially affecting health and safety, Landlord may deliver written notice to Tenants specifying the breach and stating Landlord's intent to terminate this Agreement in 30 days if Tenants do not remedy the breach.

13.2 Manner of Taking Possession. In the event of termination of this Agreement pursuant to the provisions of Section 13.1, Landlord may take possession of the Premises in the manner provided in ORS 105.105-105.168 or in any other manner, including voluntary surrender by Tenants.

13.3 Landlord's Right to Sue for Unpaid Rent. Landlord shall be entitled to bring an action against Tenants at any time to recover unpaid Rent. If Landlord has elected to terminate this Agreement because of Tenants' breach, Landlord shall be entitled to bring an action for unpaid Rent.

## SECTION 14. MISCELLANEOUS

14.1 Personal Property, Services, and Facilities. Except as provided in this Agreement and by applicable law, Landlord has no obligation to provide personal property, services, or facilities to Tenants.

14.2 Agreement Exempt from Placement and Occupancy Restrictions. This Agreement is a tenancy for a space in a recreational vehicle park at which Tenants will occupy Tenants' RV as a residential dwelling and keep the RV lawfully connected to water and electrical supply systems and a sewage disposal system. Accordingly, under ORS 197.493(1), this Agreement is exempt from any prohibitions and restrictions imposed by a state agency or local government regarding the placement, occupancy, or length of occupancy of the RV as a residential dwelling that are imposed solely on the grounds that the occupancy is in the RV.

14.3 Exhibits and Addendums. The exhibits and addendums referenced in this Agreement are part of this Agreement as if fully set forth herein.

14.4 Severability. If any provision of this Agreement is deemed to be invalid or unenforceable

in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be impaired in any way.

14.5 Interpretation. In this Agreement, the singular includes the plural and the plural the singular; words importing any gender include other genders; and references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred. Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

14.6 Nonwaiver. Waiver by either party of strict performance of any provision of this agreement, including acceptance by Landlord of late payment of Rent, shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provisions.

14.7 Attorney Fees. If suit or action is instituted, or an appeal taken therefrom, in connection with any controversy arising out of this agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees.

14.8 Succession. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

14.9 Prior Agreements. This document is the entire, final, and complete agreement of the parties pertaining to this agreement and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives insofar as this Agreement or the Premises are concerned.

14.10 Modification. Except as otherwise provided by applicable law, no modification of this Agreement shall be valid unless in writing and signed by the parties hereto.

14.11 Compliance with Residential Landlord and Tenants Act. This Agreement is intended to comply with the provisions of the Residential Landlord and Tenant Act, codified in Chapter 90 of the Oregon Revised Statutes, as in effect on the date hereof. If a court determines that any provision in this Agreement conflicts with the Act, the provisions of the Act shall control. This Agreement shall be deemed to be amended to comply with any statutory change in the Act if such changes apply retroactively to existing Agreement, but not otherwise.

14.12 Joint and Several Liability. Each Tenant is jointly and severally liable for Tenants' duties and obligations under this Agreement.

14.13 Tenants' Acknowledgment. Tenants hereby acknowledges that Tenants have read and received a copy of this Agreement, including any exhibits hereto.

*[rest of page intentionally left blank; signature page follows]*

The parties have executed this Agreement as of the date first written above.

LANDLORD :

\_\_\_\_\_  
Manager

\_\_\_\_\_  
Date

TENANTS:

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date