

Recreational Vehicle Storage Agreement

This Recreational Vehicle Storage Agreement is made and entered into on this ____ day of _____, 20____, by and between the owner of _____ (hereinafter "Park") and those persons signing this Agreement as Owner(s) listed below.

Owner(s): _____

Storage Dates From: _____ To: _____

For the consideration described below, Park agrees to provide storage in the storage area for Occupant of the following recreational vehicle:

Make of RV _____ Model of RV _____

Year of Manufacture _____ Vehicle ID# _____

Legal Owner _____ Phone _____

License # _____ State of Registration _____

Address _____ City, ST, Zip _____

Registered Owner _____ Phone _____

Address _____ City, ST, Zip _____

Junior Lienholder(s) Name and Address _____

1. PREMISES.

The RV will be stored at the premises located at Space # ___ in the Park, located at _____ ("Premises").

2. TERM.

The term of this Agreement shall commence on _____ and shall continue from month to month thereafter. Either party may terminate this Agreement, without cause, at any time by giving the other party written notice of intention to terminate at least thirty (30) days in advance of the termination. Park may terminate the Agreement immediately and without the requisite 30 day notice if Owner breaches any term of this Agreement such as non-payment of storage fee or other charges, abandons the premises, causes damage to premises, assignment/subleasing, etc.

3. STORAGE FEE AND SECURITY DEPOSIT.

Commencing _____, Owner agrees to pay the Park, the sum of \$_____ per month, for a storage fee. Payment is due on or before the 1st of each month. Owner agrees to pay Park a late fee of \$15.00 if the storage fee is delinquent six (6) days or more. In addition, each check that is returned, Owner agrees to pay Park a service charge of \$45.00 and understands that future storage fee payments may be required to be in the form of cash or a money order. The storage fee may be increased at any time upon thirty (30) days written notice. All storage fees continue to accrue, including any other charges, until the end of the term and even after the expiration of the term until the Owner removes the RV from the Premises.

Owner has deposited \$_____ as security. Park may use any amounts from that deposit that are reasonably necessary to remedy Owner's default in the payment of rent or any other breach of this agreement by Owner. If the deposit is applied toward rent or any other breach during the term of this Agreement, Owner agrees to reinstate the security deposit from the next payment due to Park. Upon the termination of this Agreement, the balance, if any, of the security deposit will be mailed to Owner at Owner's last known address within 21 days after Owner surrenders and removes the RV from the premises.

4. USE OF PREMISES-NO ACCESS TO UTILITIES.

Owner shall use the Premises solely for the purpose of storing a RV. Owner may not use the Premises for residential purposes, as an office, workshop, or studio, for the storage of flammable material or explosives, for keeping of live animals, or for any unlawful purpose. Owner acknowledges that the Premises has no access to utilities, including but not limited to, water, heat, propane, electricity, air conditioning, or other utility services and the Park is under no obligation to provide any such services at any time during the term of this Agreement.

5. MAINTENANCE OF RV AND PREMISES.

Owner agrees to maintain the RV and Premises in good condition, and to comply with all terms and conditions of the Park's residency documents. Owner may not permit the accumulation of refuse, or dispose of liquid or other waste, in or about the Premises, nor cause or permit any nuisance or other condition or act that may interfere with the use of the surrounding premises by other occupants or Owner. In the event Owner fails to maintain the Premises as provided in the Rules and Regulations of the Park, the management of the Park may perform the required maintenance and charge Owner a reasonable fee for said maintenance. Park is entitled to enter into the Premises at any reasonable time and for any reasonable purpose, including but not limited to maintenance of the Premises and surrounding premises, inspection by governmental agencies, and determining whether Owner is conforming to the terms of this Agreement and all applicable laws. Park has the right to have Owner move RV at all times during the lease for the purpose of exercising this right of maintenance and inspection.

6. NO RIGHTS OF OCCUPANCY.

This Agreement is for storage of the RV on the Premises only. The Park and Owner agree that Owner has no rights of tenancy in the Park. The RV and/or Premises is not and will not be occupied by any person at any time. Neither Owner or any other person shall have the right to occupy or reside in the RV or Premises for any reason. Owner has not been approved for tenancy at the Park. Owner expressly acknowledges that Owner is not renting the Premises for occupancy purposes but only for storage purposes. It is the express intent of both Park and Owner that the rights and obligations of Park and Owner shall be governed solely under general California law.

7. WAIVER OF TENANCY RIGHTS.

In consideration of the covenants described herein, Owner agrees that by executing this Agreement, Owner is waiving any and all rights of tenancy that Owner may have or might possess at the Park. Without limitation, Owner acknowledges that the provisions of the Recreational Vehicle Park Occupancy Law, Civil Code § 799.20, et seq., Mobilehome Residency Law, Civil Code § 798, et seq., and the California Self-Service Storage Facility Act, California Business & Professions Code §§ 21700-21716 shall not apply to this Agreement.

8. NO LEASING OR SUBLEASING OR ASSIGNMENT.

Owner agrees that the Premises and/or RV may not be subleased, and this Agreement may not be assigned by Owner. Any attempted assignment or sublease by Owner in violation of this Agreement, at the discretion of the Park, immediately terminates this Agreement and the right of Owner to use the premises.

9. TERMINATION FOR NON-PAYMENT OF STORAGE FEE OR OTHER CHARGES.

If any storage fees or other charges due from Owner under this Agreement remains unpaid for fourteen (14) consecutive days, Park may at Park's sole discretion, immediately terminate this Agreement and the right of Owner to use the premises.

10. GENERAL PROVISIONS.

Notice of rate increases during the term of this Agreement will be in accordance with the terms and conditions of any law in effect, but no rate increases shall take effect less than thirty days from the date of written notice from the Park.

Park agrees to provide separate storage facilities in an area to be designated by the Park for the recreational vehicle but does not insure against nor is responsible for any damage or loss from any cause arising at any time to such recreational vehicle, including but not limited to, fire, theft, acts of God, vandalism, or any physical damage while the recreational vehicle remains in the storage facility, other than the negligence of Park's employees. Owner may provide insurance on such recreational vehicle. Owner agrees to such provisions and agrees to indemnify and hold Park harmless from and on account of any damage or injury to any person or equipment on the recreational vehicle arising from any cause or from the negligence of his/her family guests.

Owner understands and agrees that the recreational vehicle stored in the Park's separate storage facilities will be subject to a claim of lien and may even be sold to satisfy the lien if the rent/storage or other charges due relating to such storage remain unpaid for 14 consecutive days and that such actions are authorized by Division 8, Chapter 10 of the Business and Professions Code.

If any action arises out of this Storage Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. A party shall be deemed a prevailing party if the judgment is rendered in his or her favor or where the litigation is dismissed in his or her favor prior to or during the trial, unless the parties otherwise agree in the settlement or compromise.

All notices hereunder to the parties hereto are to be in writing and sent by first-class mail, postage pre-paid, addressed to the respective parties at their respective addresses as follows:

To Park at:

To Park at:

To Owner at:

Alternative Person and Address Provided by Owner:

Each party may, by written notice to the other, specify another or different person or address for the purpose of notification.

SIGNATURES:

Owner

Dated

Owner

Dated

Park Management

Dated