

# RECREATIONAL VEHICLE SPACE RENTAL AGREEMENT

THIS AGREEMENT is made in duplicate and entered into between \_\_\_\_\_ as Landlord, and \_\_\_\_\_, as Tenant(s).

**1. RENT.** Landlord Leases to Tenant and Tenant leases from Landlord Recreational Vehicle Space No. \_\_\_\_\_ (Hereinafter the "Space"), In \_\_\_\_\_ (Hereinafter the "Community"), located at \_\_\_\_\_, in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of Washington, for a term of \_\_\_\_\_ months commencing on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at a minimum monthly rental of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) payable in advance on or before the first day of each month during the tenancy.

**2. ADDITIONAL CHARGES.** In addition to the monthly rental, Tenant agrees to pay to Landlord the following additional charges:

**3. UTILITIES AND SERVICES.** Tenant shall, in addition to the monthly rental, pay for all public utilities supplied to the space except water, sewer, and garbage, which will be provided by the landlord.

**4. FACILITIES.** The following facilities will be available to Tenant during the tenancy:

**5. LATE CHARGES.** Tenant agrees to pay a late charge of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) if the Tenant's payment by check is returned for any reason, or if monthly rent and additional charges are not received by the \_\_\_\_\_ day of the month, and Dollars (\$ \_\_\_\_\_ ) per day thereafter, during such month until the monthly rent and additional charges are received. The late charge will be in addition to and part of the rent due for that month.

**6. PLACE OF PAYMENT.** Rent and all additional charges shall be paid to the Community Manager at \_\_\_\_\_ or to such other person or at such place as Landlord may, from time to time, designate by written notice.

**7. SECURITY AND DAMAGE DEPOSIT.** Tenant agrees to pay to Landlord, prior to occupancy, a deposit in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ). This sum shall be deposited by Landlord in a trust account at \_\_\_\_\_, whose address is \_\_\_\_\_, Washington.

This deposit does not limit Landlord's rights or Tenant's obligations. Upon termination of the tenancy, all or a portion of such deposit may be retained by Landlord and may be applied to: (a) Any delinquency in the payment of rent or additional charges; (b) Expenses of cleaning, restoring and repairing the Space (wear for ordinary use excepted); or (c) Other damages caused by Tenant. Refund of any portion of such deposit to Tenant is conditioned as follows: (a) Tenant shall have fully performed all obligations specified in this Rental Agreement; (b) Tenant shall have remedied or repaired any damage to the Space, the Community, or to other Tenants' manufactured home lot or recreational vehicle space; and (c) Upon termination of the tenancy and/or removal of Tenant's recreational vehicle from the Space, Tenant shall have cleaned, restored, and returned the Space to landlord in substantially the same or better condition as upon taking possession. Landlord will mail to Tenant's last known address within fourteen (14) days after termination of the tenancy and vacation of the Space, the fully security/damage deposit upon proper performance of the lease terms as specified in this Rental Agreement, or any portion of the refund due Tenant, along with a full and specific statement of the basis for retaining any or all of the deposit. Landlord shall have the right to proceed against Tenant to recover sums exceeding the amount of Tenant's deposit for cleaning, restoration, or repairs to the Space or replacement of lost or missing items for which Tenant is responsible, together with reasonable attorney's fees.

**8. CONSIDERATION.** As partial consideration for execution of this Rental Agreement, Tenant has paid to Landlord the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ), the receipt of which is hereby acknowledged. If Tenant fully complies with all of the terms and conditions of this Rental Agreement, but not otherwise, said sum shall be credited towards the payment of the last month's rent.

**9. OCCUPANTS.** Tenant shall not give accommodation to any roomers or lodgers, or permit the use of the Space for any purpose other than as a residence and as the location of one recreational vehicle for the exclusive use of the following named persons:

**10. PETS.** Tenant agrees to have no animals or pets of any kind on the Space, other than the following: \_\_\_\_\_

**11. RESPONSIBILITIES.** Tenant agrees (a) To keep the Space in a clean and sanitary condition; (b) To comply with all applicable federal, state, and local laws, regulations, and ordinances pertaining to the Space and the recreational vehicle located thereon, and appurtenances, and to save Landlord harmless from all fines, penalties, and costs for violations or noncompliance by Tenant with any laws, requirements or regulations, and from all liability arising out of any violation or noncompliance; (c) To properly dispose from the Space and recreational vehicle all rubbish, garbage, and other organic or flammable waste, in a clean and sanitary manner at reasonable and regular intervals, and to assume all costs of extermination and fumigation for infestation caused by Tenant; (d) To immediately notify Landlord of any damage to the Space or to the Community caused by acts of neglect of Tenant or Tenant's guests. Unless otherwise agreed, Landlord shall repair the damage and charge Tenant for the repair which Tenant agrees to pay to Landlord by the next monthly rental payment due date, or on terms mutually agreed in writing by Landlord and Tenant; (e) To not intentionally or negligently destroy, deface, damage, impair, or remove any facilities, equipment, furniture, furnishings, fixtures, or appliances provided by Landlord, or permit any member of Tenant's family, invitee, or licensee, or any person under his/her control to do so; (f) To not permit a nuisance or common waste; and (g) To comply with all Community Rules and Regulations.

**12. RULES AND REGULATIONS.** Tenant acknowledges receipt of a copy of the Community Rules and Regulations, which he/she has read and signed, as an Addendum to this Rental Agreement. Tenant agrees to comply with the terms and conditions of this Addendum. Tenant further agrees that Landlord may, upon thirty (30) days' written notice, make changes or additions to the Rules and Regulations stated herein, as deemed necessary for the best interests of the Community and its tenants.

### 13. TERMINATION - EVICTION

a. Notice to Vacate for Cause. This Rental Agreement may be terminated by Landlord, and Tenant may be evicted in the manner provided by law for anyone or more of the following reasons: (1) Violation of the Rental Agreement; (2) Violation of the Rules and Regulations of the Community or for violation of Tenant's duties under the law; (3) Nonpayment of rent or other charges specified in this Rental Agreement; (4) Conviction of Tenant of a crime, commission of which threatens the health, safety, or welfare of the other Community tenants; (5) Tenant's failure to comply with local ordinances and state laws and regulations relating to the Community and/or Space within a reasonable time after Tenant's receipt of notice of such noncompliance from the appropriate governmental agency; and (6) Change of land use of the Community. Such notice is effective upon being given notice of termination. b. Notice to Vacate Without Cause. Landlord may terminate this Rental Agreement and Tenant's tenancy without cause or reason. Such termination is effective upon being given notice of termination.

c. Tenant shall give the Landlord one month's written notice of intent not to renew this Rental Agreement.

**14. HOLDING OVER.** If Tenant continues in possession of the Space after termination of this Rental Agreement, without the express written consent of the Landlord, Tenant agrees to pay to Landlord a daily charge of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for each day of the holdover period. Tenant agrees to comply with this Rental Agreement during any holdover period. Tenant's holdover beyond the termination of this Rental Agreement shall not be construed to waive any rights of the Landlord.

**15. IMPROVEMENTS.** Tenant agrees not to make or permit any construction, alteration, additions, painting, or improvements to the Space, not to permit placement of a storage shed thereon, or any other appurtenances, without the prior written consent of Landlord.

**16. FEES FOR GUESTS.** Tenant agrees to pay a fee of \_\_\_\_\_ Dollar(s) (\$ \_\_\_\_\_) per day for each guest who remains with the Tenant in a recreational vehicle in the Space. Guests staying longer than 14 days are to submit an application for tenancy and subject to management approval. Additional tenants are to pay One Hundred Fifty Dollars (\$150.00) per month rent.

**17. GUEST PARKING.** Tenant agrees that his/her guests shall park their vehicles only in areas designated for guest parking. In no case shall Tenant's guests obstruct or violate other tenants' parking or property rights. Any guest's vehicle parked in excess of \_\_\_\_\_, ( \_\_\_\_\_ ) hours must be properly identified by placement of Tenant's name and space number where such guest is visiting to prevent impound or towing. Tenant agrees to pay a fee of (\$ \_\_\_\_\_) Dollars per day per vehicle for each violation of the provisions of this Rental Agreement relating to guest parking. Guest parking fees shall be payable by Tenant to Landlord on the next monthly rental payment due date. Tenant hereby authorizes Landlord to tow, or impound, at Tenant's expense, any vehicle of Tenant's guests which is not parked in accordance with the terms of this Rental Agreement, provided that Landlord must first attempt to notify the owner thereof or Tenant.

**18. ASSIGNMENT.** This Rental Agreement shall not be assignable by Tenant to any other person without the express written consent of the Landlord. Tenant's assignee shall assume all the duties and obligations of Tenant for the remainder of the term of this Rental Agreement.

**19. SUBLETTING.** Resident shall not sublet or rent out all or any part of his/her Space or recreational vehicle.

**20. LIABILITY.** Tenant agrees that all of his/her personal property in the Space and on the recreational vehicle, or otherwise located in the Community, shall be at the risk of Tenant. Tenant further agrees that Landlord shall not be liable for, or on account of, any loss or damage sustained by action of any third party, fire, theft, water, or the elements, or for loss of any property from any cause from said Space or recreational vehicle or any other part of the Community; nor shall Landlord be liable for any injury to Tenant, his/her family, guests, employees or any person entering the Space, recreational vehicle, or the Community, to include common areas and/or the clubhouse, and/ or the swimming pool, if applicable, unless caused by negligence of Landlord, his/her agents or representatives.

**21. CONDEMNATION - EMINENT DOMAIN.** In the event the whole or any part of the Space or Community shall be taken by any competent authority for public or quasi-public use or purpose, then and in that event, the term of this Rental Agreement shall cease and terminate from the date when the possession of the part so taken shall be required for such use or purpose. All damages awarded for such taking shall belong to and be the property of Landlord.

**22. NOTICE.** Any notice required to be served by Tenant upon Landlord in accordance with the terms of this Rental Agreement shall be delivered to \_\_\_\_\_ whose address is \_\_\_\_\_

**23. ATTORNEY'S FEES.** In any actions arising out of this Rental Agreement, including eviction, the prevailing party shall be entitled to their reasonable attorney's fees and costs.

**24. SEVERABILITY.** If any term, covenant, condition or provision of this Rental Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions herein set forth shall remain in full force and effect.

**25. ENFORCEMENT.** Failure of the Landlord to insist upon the strict performance of the terms, covenants, agreements, and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of Landlord's rights, thereafter, to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

**26. HEIRS AND SUCCESSORS.** Subject to the provisions herein pertaining to assignment and subletting, the covenants and agreements of this Rental Agreement shall be binding upon the heirs, legal representatives, successors, and assigns of any or all of the parties herein.

**27. RECREATIONAL VEHICLE NOT PERMANENT RESIDENCE. WAIVER UNDER CHAPTER 59.20 RCW.** Tenant specifically acknowledges and agrees that he/she is not renting a mobile home lot. He/she is renting a Recreational Vehicle Space for a recreational vehicle which means a travel trailer, motor home, truck camper, or camping trailer that is primarily designed and used as temporary living quarters, is either self-propelled or mounted on or drawn by another vehicle, is transient, is not occupied as a primary residence, and is not immobilized or permanently affixed to a mobile home lot. Tenant agrees that the Mobile Home Landlord-Tenant Act (Chapter 59.20 RCW) does not apply to his/her tenancy under this Rental Agreement, and waives any rights under Chapter 59.20 RC

**28. ATTACHMENTS.** Attachments made a part of this Rental Agreement are as follows:  
Community Rules

UNDERSTOOD AND AGREED UPON this \_\_\_\_\_ day of \_\_\_\_\_, 20

LANDLORD  
By

TENANT(S)

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

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