

# RIVERBOUND

## CUSTOM STORAGE & RV PARK

*Stay, Play and Store!*

### RENTAL AGREEMENT

This rental agreement ("agreement") is made on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between Riverbound Custom Storage & RV Park, with its principal office located at 3493 E. Heights Blvd. Lake Havasu City, AZ 86404, referred to herein as Lessor, and Lessee-Guest referred to herein as Lessee. Lessor leases to Lessee and Lessee leases from Lessor, for the term of this agreement, RV Spot #\_\_\_\_\_ of the Riverbound Custom Storage & RV Park and being hereafter referred to as RV Spot (whether one or more), and pursuant to the following terms and conditions:

#### SECTION ONE: RENT

Lessee agrees to pay as rental \$ \_\_\_\_\_ /monthly/weekly/daily for RV spot(s) beginning \_\_\_\_\_, 20\_\_\_\_ through \_\_\_\_\_, 20\_\_\_\_ payable without demand, either by credit card or check at the time of signing this agreement and at the time of signing any renewals or extensions of this agreement or at the time of the next successive monthly/weekly/ daily period. Any rent not paid by the date due shall accrue late charges at the rate of \$5.00 per day until paid.

#### SECTION TWO: UTILITES

Lessor shall pay separately for electricity consumption and report total usages to the front desk at the time of check out as your unit has a readable meter. UniSource Energy Services is our service provider and currently charge the following rates.

- 0-400 kWh 0.086
- 401-7,500 kWh 0.096
- Over 7,500 kWh 0.14

#### SECTION THREE: ASSIGNMENT AND SUBLETTING

Lessee shall not sublet the RV spots, or any part of the Premises, or assign this agreement without Lessor's prior, express, and written consent.

\_\_\_\_\_ Initials

**SECTION FOUR: DEFAULT**

Any failure by Lessee to pay rent or other charges promptly when due or to comply with any other term or condition of this agreement shall, at the option of Lessor, promptly terminate this tenancy and forfeit all rights of Lessee under this agreement.

**SECTION FIVE: MAINTENANCE AND REDELIVERY OF RV SPOT**

Lessee shall keep and maintain the RV Park Site in a clean and sanitary condition at all times, and on the expiration or earlier termination of the tenancy shall surrender the RV Spot to Lessor in as good condition as when received, ordinary wear and tear and damage by the elements excepted.

**SECTION SIX: EFFECT OF HOLDING OVER**

The parties agree that any holding over by Lessee under this agreement, without Lessor's written consent, shall be a tenancy at will which may be terminated by Lessor in accordance with applicable law.

**SECTION SEVEN: INDEMNIFICATION**

Lessee shall indemnify, defend, and hold Lessor harmless from any and all claims and damages (including reasonable attorney's fees and costs) arising from Lessee's use of the RV Spot or from any activity permitted by Lessee in or about the RV Spot unless caused by the gross negligence or willful misconduct of Lessor. Lessee shall further indemnify, defend, and hold Lessor harmless from any and all claims and damages (including reasonable attorney's fees and costs) arising from any breach or default in the terms of this agreement or arising from any act, negligence, fault, or omission of Lessee and from and against any and all costs, reasonable attorney's fees, expenses, and liabilities incurred on or about such claim or any action or proceeding brought on such claim. In case any action or proceeding shall be brought against Lessor by reason of any such claim, Lessee, on notice from Lessor, shall defend it at Lessee's expense by counsel approved in writing by Lessor.

**SECTION EIGHT: MANDATORY ARBITRATION**

Any dispute under this agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

**SECTION NINE: GOVERNING LAW**

This agreement shall be governed by, construed, and enforced in accordance with the laws of the state of Arizona.

**SECTION TEN: WAIVERS**

Waiver by Lessor of any breach of any covenant or duty of Lessee under this agreement is not a waiver of a breach of any other covenant or duty of Lessee, or of any subsequent breach of the same covenant or duty.

**SECTION ELEVEN: COUNTERPARTS**

If this agreement is executed in multiple counterparts, all counterparts taken together constitute this agreement. Copies of signatures to this agreement are effective as original signatures.

**SECTION TWELVE: SECURITY DEPOSIT**

Lessee shall provide Lessor with a security deposit of \$50.00 for a day rental, \$100.00 for a weekly rental and \$250.00 for a rental of one month or more. The full amount is 100% refundable at the time of check out when you turn in your electrical usage sheet.

**SECTION THIRTEEN: BINDING EFFECT**

This agreement shall be binding on and inure to the benefit of the heirs, assigns and personal representatives of the parties hereto.

**SECTION FOURTEEN: OPTION TO PURCHASE**

Lessee has the option to purchase the RV Park Building that is the subject of this agreement on terms and conditions agreeable to Lessor and Lessee.

By signing below, Lessee hereby acknowledges receipt of a copy of the Rules and Regulations for Riverbound Custom Storage RV Park and agrees to be bound by such rules and regulations.

WITNESS our signatures as of the day and date first above stated.

LESSOR:

LESSEE:

\_\_\_\_\_  
Riverbound Custom Storage & RV Park

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Signature/Date