

### **New Renter Checklist**

	Application to Rent & Supporting Documents
	Proof of Ownership – Copy of Title, Registration Card and other Documentation (including but not limited to contact information for any existing lien holder)
	Copy of RV Insurance
	Signed RV Registration & Rental Agreement
	Signed RV Policy Acknowledgement
	Signed Acknowledgement
	Pet Agreement and Rules
	Signed Fitness Center Agreement and Waiver/Release of Liability
	Signed Pool Agreement
	Signed Rules and Regulations
	Copy of RV Park Occupancy Law (CA Civil Code §§799.20 – 799.79)
	Pool/Spa Gate Key
	Mail Box Key

**I certify that I have reviewed and/or signed the above documents and received items.**

**RENTER(S):**

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Renter 1 Name: \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Renter 2 Name: \_\_\_\_\_

**MANAGEMENT:**

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **RV REGISTRATION & RENTAL AGREEMENT**

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

Space: \_\_\_\_\_

This RV Registration & Rental Agreement ("Agreement") by and between Kelly Mac, a California corporation, dba Diamond Valley RV Park, ("Management") and the renter(s), collectively if more than one, as defined in Section 2 below, is made and entered into as of the Effective Date set forth above. Management owns and operates the property commonly referred to as DIAMOND VALLEY RV PARK located at 344 N. State Street, San Jacinto, CA 92583 (the "Park"). The Park is a Recreational Vehicle Park as defined by Section 18862.39 of the California Health and Safety Code and this Agreement is governed by the Recreational Vehicle Park Occupancy Law ("RVPOL") as set forth in California Civil Code Sections 799.20 – 799.79.

### **1. Definitions**

Capitalized terms not otherwise defined in this Agreement shall have the definitions set forth below or as defined in the RVPOL:

- A. **"Defaulting Occupant"** means an Occupant who fails to pay for his or her Occupancy in the Park or who fails to comply with reasonable written rules and regulations of the Park given to the Occupant upon registration.
- B. **"Defaulting Resident"** means a Resident who fails to pay for his or her Occupancy in the Park, fails to comply with reasonable written rules and regulations of the Park given to the Resident upon registration or during the term of his or her Occupancy in the Park, or who violates any of the provisions contained in Article 5 of the RVPOL (commencing with Section 799.70).
- C. **"Defaulting Tenant"** means a Tenant who fails to pay for his or her Occupancy in the Park or fails to comply with reasonable written rules and regulations of the Park given to the person upon registration or during the term of his or her Occupancy in the Park.
- D. **"Guest"** means a person who is lawfully occupying a recreational vehicle located in a park but who is not an Occupant, Tenant, or Resident. An Occupant, Tenant, or Resident shall be responsible for the actions of his or her Guests.
- E. **"Invitees"** includes all persons in the Park at the invitation of the Renter which includes but is not limited to family members not otherwise living in the RV, friends, contractors, agents, or other person entering the Park or staying in the RV for no more than seven (7) consecutive days.
- F. **"Occupancy"** and **"Occupy"** refer to the use of the Space by an Occupant, Tenant, or Resident.
- G. **"Occupant"** means the Renter who has occupied the Space for 30 days or less.
- H. **"Park Facilities"** means all common areas that are normally open to Renters and their Guests for their use in accordance with the Park rules.
- I. **"Recreational Vehicle Park Occupancy Law"** or **"RVPOL"** means California Civil Code Sections 799.20 through 799.79.
- J. **"Recreational Vehicle"** has the same meaning as defined in Section 18010 of the Health and Safety Code.
- K. **"Recreational Vehicle Park"** has the same meaning as defined in Section 18862.39 of the Health and Safety Code.

Renter: \_\_\_\_\_

Initials  
Initials

L. **“Rent”** means any and all moneys due from Renter to Management pursuant to this Agreement, including, but not limited to, Base Rent, Additional Rent, Holdover Rent, Early Termination Fee, late fees, interest, and reimbursable expenses.

M. **“Resident”** means a Renter who has occupied the Space for nine months or more.

N. **“Tenant”** means a Renter who has occupied the Space for more than 30 consecutive days.

## 2. Renter & Guest Information.

Each renter listed below (hereinafter collectively referred to as **“Renter”**) shall be a party to this Agreement and shall be jointly and severally liable for all of the obligations contained herein. At least one of the Renters listed below must be the registered owner of the recreational vehicle (**“RV”**) identified in this Agreement.

RENTER 1		RENTER 2	
Name:		Name:	
Address:		Address:	
City, State, Zip:		City, State, Zip:	
Telephone:		Telephone:	
Email:		Email:	

Subject to any size limitations of the RV, Renter may have up to two (2) additional individuals living with Renter in the RV for a continuous period in excess of seven (7) (**“Guests”**). Each Guest must be listed below:

GUEST 1		GUEST 2	
Name:		Name:	
Address:		Address:	
City, State, Zip:		City, State, Zip:	
Telephone:		Telephone:	
Email:		Email:	

## 3. Recreational Vehicle Information

RV INFORMATION:			
Year		Make:	
Model		License #	
VIN #		State of Reg.	
Registered Owner Per Registration:		Renter 1	<input type="checkbox"/>
Renter 2. <input type="checkbox"/>			
LEGAL OWNER OF RV PER TITLE:			
Name (if not Renter):			
Address:			
City, State, Zip:			
Telephone:			
Email:			

<b>LIEN HOLDER LISTED ON RV TITLE (if applicable):</b>	
Name:	
Address:	
City, State, Zip:	
Telephone:	
Email:	

#### 4. Space

Renters rent for the space identified at the top of the first page of this Agreement (the “**Space**”) for the term set forth in Section 5 below. The Space includes the physical area of the Space, its associated appurtenances, and the non-exclusive access to and use of the common areas and amenities of the Park in accordance with the terms and conditions of this Agreement and the Park Rules and Regulations as the same may be modified and amended from time to time.

#### 5. Term

Commencement Date:		Expiration Date:	
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The Expiration Date shall not be more than seven (7) months after the Commencement Date. This Agreement shall automatically terminate on the Expiration Date and Renter shall vacate the Space by removing the RV from the Space on or before the Expiration Date without further notice from Management. The Term of the Agreement may only be extended by Renter and Management entering a written Amendment to this Agreement extending the Term prior to the Expiration date and executed by each Renter and Management.

#### 6. Base Rent & Security Deposit

A. *Base Rent.* If the Term of this Agreement is less than Thirty (30) days, the Base Rent shall be the Weekly Base Rent set forth below. If the Term of this Agreement is greater than Thirty (30) days, the Base Rent shall be the Monthly Base Rent set forth below:

Weekly Base Rent:	\$	Monthly Base Rent:	\$
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B. *Additional Rent.* Any moneys due from Renter to Management pursuant to this Agreement in addition to the Weekly or Monthly Base Rent, as the case may be, shall be “**Additional Rent.**” Additional Rent shall include, but not be limited to, utility services provided by Management to Renter or utility services purchased by Management pursuant to a master service agreement with a public utility and reimbursed by Renter on a pro-rata or usage basis (hereinafter collectively referred to as “**Utility Fees**”), late fees, interest due on past balances, reimbursements for damages caused by Renter, and collection costs.

C. *Security Deposit.* If the Term of this Agreement is for more than Thirty (30) days, Renter shall pay the following Security Deposit to be held by Management to ensure Renter’s performance of its obligations pursuant to this Agreement.

Security Deposit	\$
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The Security Deposit, less (i) any outstanding Rent through the move-out date, (ii) the cost for any unreturned keys, (iii) the cost to remove any abandoned personal property (including the RV), and/or (iv) the cost to repair any damage to the Space beyond normal wear and tear, shall be returned to the Renter within Twenty-One (21) days of move out.

If this Agreement is initially for less than Thirty (30) days but is subsequently extended beyond Thirty (30) days, the Security Deposit set forth above shall be due and payable to Management on the Thirty-First (31<sup>st</sup>) day after the Commencement Date.

## **7. Payment of Rent and Security Deposit**

- A. If the Term of this Agreement is less than Thirty (30) days, the Weekly Base Rent, pro-rated for the portion of the week of the week from move in through Saturday, plus the Weekly Base Rent for the following week shall be due at move in. Thereafter the Weekly Base Rent and any Additional Rent shall be due on the first day of each week (Sunday).
- B. If the Term of this Agreement is more than Thirty (30) days, the Monthly Base Rent shall be due at move in along with the Security Deposit. On the first day of the month immediately following move in, Renter shall pay Management the unpaid balance of the Monthly Base Rent due for that month, plus any accrued Additional Rent. Thereafter, the Monthly Base Rent plus any Additional Rent shall be due on the first day of each month.
- C. There shall be a \$35 late fee ("Late Fee") added to any Rent payment received by Management after the fifth (5<sup>th</sup>) day such Rent payment is due. Rent will be paid without offset or reduction of any kind for any reason. Renter acknowledges and agrees that any late payments of Rent cause damages to Management that cannot be readily ascertained but that the Late Fee represents a reasonable estimate of such damages and is not a penalty.
- D. All balances outstanding for more than 30 days after being due and payable shall accrue interest at the lower of (i) twelve percent (12%) per annum or (ii) the maximum legal rate.

## **8. No Cash Payments of Rent.**

Management does not accept cash payments of Rent. All payments of Rent must be by check, ACH, debit, or credit card.

## **9. Utilities**

- A. Beginning on the Commencement Date Renter shall be responsible for all Utility Fees related to the Space. Management shall bill Renter separately for those Utility Fees listed below, that are not otherwise included in the Base Rent, by providing regular monthly billing statements detailing the Renter's usage or pro-rata share for such utility services during the applicable billing period:

<b>Utility Service</b>	<b>Included in Base Rent</b>	<b>Utility Fees Billed by Management</b>	<b>Not Available</b>
Electricity		X	
Water		X	
Sewer	X		
Trash		X	
Cable TV	X		
Natural Gas			X

- B. Management shall not be liable for any loss or injury, and Renter shall not be entitled to any abatement or reduction of Rent by reason of Management's failure to furnish any of the foregoing utilities when failure is caused by any cause that is reasonably beyond the control of Management, including but not limited to, accident, breakage, repairs, strikes, war, terrorism,

civil unrest, riots, labor disputes, natural disasters, or pandemics. This paragraph is subject to Section 18 below entitled "Indemnification". There is to be no connection of any apparatus to the utilities that is not part of the electrical, water, and sewer connections provided by Management.

C. All utility pedestals, connections, shutoffs, and valves must be always accessible. Management may have a shut off valve or isolation valve located on the Space you occupy; in this case accessibility must be always maintained.

#### **10. Removal of RV upon Sale**

Management shall require the removal of the RV from the Park upon sale of the RV to a third-party within 3 days of sale and notice to Management. Management reserves the right to take any action to enforce this provision of the Agreement.

#### **11. Renting, Subletting, or Assignment**

Renter shall not sublet, rent or assign Renter's RV, the Space, or any right or interest given to Renter by this Agreement. No one shall reside in the RV who is not listed as a Guest on this Agreement.

#### **12. Inspection of Park and Space**

Renter has carefully inspected the Space and all Park facilities and has found them to be in good sanitary order, condition, and repair as represented by Management to Renter.

#### **13. Use of Recreational Vehicle and Park**

A. The Space shall be used as a site to locate and occupy a RV for private residential use. No business or commercial activity will be conducted in the RV or within the Space in any way. This includes but is not limited to, recreational vehicle leasing or sales, and any activity which requires insurance or a business license.

B. During the term of this Agreement or any period of holdover, Renter shall not abandon the Space, or the RV located in the Park. In the event that Renter abandons the Space or RV, Renter acknowledges that such abandonment shall be deemed a termination of the Agreement by the Renter. For purposes of this Section 13.B, should Renter fail to occupy the Space or the RV for a period of Fourteen (14) consecutive days without providing Management prior written notice of such extended vacancy, the Space and/or the RV shall be deemed abandoned. Management, reserves the right to dispose of the Renter's RV and any personal property left in the Park under the applicable provisions of the RVPOL and/or California Law governing abandoned property.

#### **14. Compliance with Law and Park Rules and Regulations**

A. Renter agrees to abide and conform to all applicable laws, ordinances, and all terms and conditions contained within this Agreement. Any violation of the Park Rules and Regulations will be deemed a default. Renter understands that a violation shall be a breach of this Agreement which may result in termination of this Agreement in addition to any other applicable rights and remedies available to Management at law and in equity. Management may seek to restrain any actions by Renter that conflict with this Agreement, the Park Rules and Regulations, or the RVPOL, and/or terminate this Agreement.

B. The Park Rule and Regulations are attached to this Agreement as an exhibit and are incorporated herein by this reference and may be amended, modified, or otherwise changed as permitted by the terms of this Agreement from time to time.

#### **15. Waiver of Default**

No delay or omission by Management in the exercise of any of its rights or remedies for on any default by Renter shall impair any such right or remedy or be construed as a waiver. No waiver by Management of its right to enforce any provision hereof after any default by Renter shall be effective unless made in writing and signed by Management, nor shall it be deemed a waiver of Management's right to enforce each and every right and all provisions hereof upon any further or other default on the part of Renter. The acceptance of any Rent hereunder shall not be, or become construed to be, a waiver of any breach of any term or provision of this Agreement, nor shall it reinstate, continue, or extend the term of this Agreement or effect any notice, demand, or suit by Management.

## **16. Termination of This Agreement by Management**

- A. This Agreement, at the sole discretion of Management, may be terminated, or declared forfeit, and/or Renter's right to renew denied in accordance with the RVPOL and other applicable laws. Any such right granted under law shall be enforced by Management. Management shall provide Renter with written notice of its election to terminate this Agreement in accordance with this Agreement and any applicable provisions of the RVPOL.
- B. Should Renter be deemed a Defaulting Occupant, Management may terminate this Agreement and cause, upon seventy-two (72) hours written notice, the removal of the Renter's RV from the Space.
- C. Should Renter be deemed a Defaulting Tenant, Management may terminate the tenancy if the Renter does not cure a default within three (3) days of the service of a written notice on Renter. Moreover, pursuant to California Civil Code section 799.66, Management may terminate or refuse to renew this Agreement upon giving Renter written notice, in the manner prescribed in Section 1162 of the California Code of Civil Procedure, to remove the RV from the Park. Such notice need not state a cause and will provide not less than thirty (30) days' notice before this Agreement is terminated. Renter remains obligated to pay all accrued Rent due per diem until the Space is surrendered to Management.
- D. Renter acknowledges that Management shall have a lien upon the Renter's RV and all contents therein located within the Space for all Rent due from Defaulting Occupant or Defaulting Tenant. Such lien shall be identical to the innkeeper's lien authorized by the California Civil Code Section 1861 et seq.
- E. If Renter remains in possession after this Agreement has been terminated, Renter shall pay to Management an amount equal to One Hundred Ten Percent (110%) of the Base Rent, plus any Additional Rent, that Renter was paying at the time the Agreement was terminated as "**Holdover Rent**." Acceptance of any Holdover Rent pursuant to this Section 16.E shall not to be construed as a reinstatement or extension of this Agreement.

## **17. Renter Termination of Rental Agreement**

If Renter desires to terminate this Agreement for convenience prior to the Expiration Date, Renter shall provide Management with written notice not less than Thirty (30) days prior to the date on which Renter shall terminate this Agreement. Renter shall pay an early termination fee as liquidated damages equal to the Security Deposit ("**Early Termination Fee**"). Renter acknowledges and agrees that any early termination of this Agreement shall cause damages to Management that cannot be readily ascertained but that the Early Termination Fee represents a reasonable estimate of such damages and is not a penalty. A Thirty (30) day notice to vacate does not apply to a weekly tenancy unless the Renter has occupied the Space for more than Thirty (30) days. Renter remains obligated to pay all Rent due until the Space is surrendered to Management.

## **18. Indemnification**

- A. Nothing contained in the following section or elsewhere in this Agreement, the Rules and Regulations or any other residency documents of the Park, shall release, indemnify, or hold harmless Management or any of its employees, agents, or authorized representatives for their gross negligence, willful acts or omissions, breach of this Agreement, or the breach of any other statutory duty of Management to Renter or its Guests.
- B. Management will not be liable for any loss, damage or injury of any kind whatsoever to the person or property of any Renter or to any of the employees, guests, invitees, licensees of any Renter, or to any other person caused by any use of the Space, or the Park and its common areas, any defect in improvements erected thereon, arising from any accident in the Space or Park, from fire or other casualty thereon, or from any cause whatsoever, unless resulting from circumstances described in the paragraph above. As a material part of the consideration of this Agreement, Renter hereby waives all claims and demands against Management and hereby agrees to hold Management harmless from liability of all claims, unless resulting from the circumstances described in the paragraph above.

## **19. Insurance**

Management does not carry liability or property insurance to compensate Renter, Renter's Guests or any other person from any loss damage or injury, except those resulting from the direct actions of Management. Renter is responsible to obtain applicable automotive, property, casualty and liability insurance coverage for casualty to Renter's RV and personal property from fire, flood or other casualties to Renter, Renter's Guest(s), and Renter's invitees and as needed to protect Renter and Renter's Guest(s) or others from loss or liability.

## **20. Entire Agreement**

This Agreement and the documents referred to herein are the entire Agreement between the Renter and Management. This Agreement supersedes any prior written or oral agreement.

## **21. Notices**

All notices required or permitted under this Agreement must be in writing and may be served on the Renter at Renter's Space within the Park or on Management at the Park Office. All notices terminating this Agreement shall comply with the applicable provisions of the RVPOL, including, when applicable, service in accordance with California Code of Civil Procedure Section 1162. All other notices may be (i) personally served on Renter at the Space or (ii) by posting on the Renter's RV in the Space along with a copy mailed to Renter's mailing address on file with Management by first class United States mail, postage prepaid.

## **22. Attorney's Costs and Fees**

The prevailing party in any dispute arising from this Agreement shall recover its reasonable costs and attorneys' fees related to the enforcement of this Agreement. For the purposes of this Agreement, the party obtaining a judgment in its favor or obtaining a dismissal of the other party's claim(s), shall be deemed the prevailing party unless the parties have otherwise settled or compromised the dispute.

## **23. Invalidity of Provisions**

Any terms or provisions in this Agreement that are deemed to be void, invalid or otherwise unenforceable by law, shall be considered deleted from this Agreement to the narrowest extent possible and the remainder of the Agreement shall be enforced, as interpreted without the offending provisions, to the maximum extent permitted by law.

## **24. Choice of Law**

This Agreement and all documents therein shall be enforced in accordance with the laws of the State of California.

**25. Local Law Enforcement**

The name and telephone number of the local traffic law enforcement agency is:

San Jacinto Police Department, City of San Jacinto, Telephone number: (951) 654-2702.

[SIGNATURE PAGE TO FOLLOW]

## SIGNATURE PAGE

IN WITNESS WHEREOF, Renter and Management have executed this Agreement as of the last date set forth below and further acknowledge and agree that all applicable blank spaces within this Agreement have been filled in prior to the execution of this Agreement.

### RENTER(S):

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

Renter 1 Name: \_\_\_\_\_

Date

Signature \_\_\_\_\_

Date

Renter 2 Name: \_\_\_\_\_

### MANAGEMENT:

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

Name: \_\_\_\_\_

Date

Title: \_\_\_\_\_

### ***Acknowledgement Re: Limit on Initial Term of Agreement***

**Renter acknowledges and agrees that he/she/they has(have) received this DIAMOND VALLEY RV PARK RECREATIONAL VEHICLE OCCUPANCY POLICY. DIAMOND VALLEY RV PARK shall not enter any initial RV Registration & Rental Agreement (“Agreement”) that exceeds a term of Seven (7) months and all such Agreements shall automatically terminate as of the Expiration Date set forth in the respective Agreement without any requirement that Management serve any additional notice on Renter regarding the termination of the RV Registration Agreement at the end of the term. No Agreement may be extended beyond Seven (7) months without Management and Renter executing a written amendment extending such Agreement.**

I have read and fully understand the terms set forth in this acknowledgement. I agree to adhere to the DIAMOND VALLEY RV PARK's limit on the initial term of the Agreement.

#### **RENTER(S):**

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

Renter 1 Name: \_\_\_\_\_

Date

Signature \_\_\_\_\_

Date

Renter 2 Name: \_\_\_\_\_

#### **MANAGEMENT:**

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

Name: \_\_\_\_\_

Date

Title: \_\_\_\_\_

***RV Registration Agreement, Rules & Regulations, Keys,  
& No False Information Acknowledgement***

Your signature and date at the bottom of this page acknowledge that:

- A. A personal copy of DIAMOND VALLEY RV PARK RV Registration & Rental Agreement (“**Agreement**”) and Park Rules and Regulations has been received by you for your own records and indicates that YOU and ALL of YOUR GUESTS AND INVITEES will adhere to everything contained herein. Any breach of the Agreement or the Park Rules & Regulations, as they may be amended and updated from time to time, may result in the termination of the Agreement by Management.
- B. You understand that your Security Deposit will cover any keys that you receive from DIAMOND VALLEY RV PARK for the Park amenities and that you agree for every key received by you and not returned to Management when you move out, a charge of \$30 will be deducted from your Security Deposit refund.
- C. I/We understand that giving incomplete or false information on my/our application shall be grounds for rejection of the application and/or immediate termination of the Agreement.

Space #\_\_\_\_\_

I/We have received one key for Park Amenities.

**RENTER(S):**

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

Renter 1 Name: \_\_\_\_\_

Date

Signature \_\_\_\_\_

Date \_\_\_\_\_

Renter 2 Name: \_\_\_\_\_

Date

**MANAGEMENT:**

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

Name:

Title:

Renter:

\_\_\_\_\_ Initials \_\_\_\_\_

Initials

Initials

## **Pet Addendum**

Check here and skip to signature section if you don't have a pet.

I/We understand that we need to do another Pet Addendum if we were to bring in a pet into the Park in the future.

Check here and fill out below information if you have a pet.

Renter acknowledges that each Space within the Park is limited excess area for the keeping of a pet. Management reserves the right to exclude pets that are deemed too big for the available outside area within the Space. Renter acknowledges and agrees that Management's permission for Renter to keep a pet within the Space is subject to Renter's compliance with the Park Rules and Regulations as supplemented by this Addendum. Such Park Rules and Regulations are for the purpose of maintaining a safe and peaceful environment for all Renters, their Guests, and Invitees within the Park. Renter's failure to properly supervise and maintain Renter's pet in accordance with the terms and conditions of the Agreement as supplemented by this Pet Addendum so as not to cause a nuisance to Management, its employees, agents, and representatives, or other Renters, their Guests, and Invitees may result in Management withdrawing its consent to Renter keeping a pet in the Space and/or termination of the Agreement. The decision as to whether Renter's pet constitutes a nuisance within the Park shall be at Management's sole and absolute discretion.

1. Renter may keep the following Pet within the Space:

Animal Type:		Breed:	
Name:		Color:	
Weight:		Age:	

2. Renter shall pay a monthly pet fee of \$10 per pet for having a pet in the Space.
3. Renter agrees that if the pet is a dog or cat, it must be spayed or neutered and must have all shots and vaccinations. If the local governmental jurisdiction requires licensing or other actions to legally own the pet, Renter agrees that they will provide proof of compliance within thirty (30) days of obtaining the pet and within thirty days of any renewals required by the local governmental jurisdiction.
4. Renter agrees to keep the pet under their personal control at all times. Pet shall not be allowed outside the Renter's RV unattended and must be kept on a leash at all times while within the Space and/or common areas of the Park.
5. Renter shall comply with the applicable Community Rules with regard to maintaining the pet.
6. If Renter violates the Community Rules or otherwise violates this Pet Agreement, Management may require Renter to remove the pet from the Park. If Renter fails to remove the pet after notice to the Renter, Management may terminate the Agreement.
7. Renter shall be responsible for all damages caused by their pet and shall indemnify and hold harmless Management for any third-party claims against Management related to damages caused by Renter's Pet or Renter's breach of this Pet Addendum and the Agreement of which is a part.
8. The pet referenced in this Pet Addendum may not be replaced with another pet without first obtaining the consent of Management and executing a new Pet Addendum.
9. This Pet Addendum may be amended by Landlord with 30 days' prior written notice.

10. Should Renter's pet cause any injury to another person within the Park, it shall be good cause for immediate removal of such pet from the Park and termination of this Agreement.
11. For any breaches of this Pet Agreement, the non-breaching party may collect attorney's fees and costs from the breaching party.

**RENTER(S):**

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

Renter 1 Name: \_\_\_\_\_

Date

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

Renter 2 Name: \_\_\_\_\_

Date

**MANAGEMENT:**

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

Name:

Title:

## ***Fitness Center Addendum and Waiver/Release of Liability***

In consideration of Renter's use of the exercise equipment and facilities at the Park, Renter expressly agrees and contracts, on behalf of his/herself, their heirs, executors, administrators, successors and assigns, that the Park and its insurers, employees, officers, directors, and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by Renter, or his/her Guests or Invitees while at the Park, or as a result of the use of the equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of the Park. By the execution of this addendum, Renter accepts and assumes full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to Renter or Renter's Guests or Invitees, and Renter hereby fully and forever releases and discharges Management, its insurers, employees, officers, directors, and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out the use of said equipment and facilities.

Renter expressly agrees to indemnify and hold Management harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by Renter, Renter's Guests or Invitees.

Renter agrees to be solely responsible for safety and well-being of Renter, Renter's Guests, and Renter's Invitees. Renter understands that Management does not provide supervision, instruction, or assistance for the use of the facilities and equipment and that such facilities and equipment is provided solely for the benefit and convenience of Renter, Renter's Guests and Invitees.

Renter agrees to comply with all rules imposed by Management regarding the use of the facilities and equipment. Renter agrees to conduct himself or herself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose.

Renter understands and acknowledges that the use of exercise equipment involves risk of serious injury, including permanent disability and death.

Renter understands and agrees that Management is not responsible for property that is lost, stolen, or damaged while in, on, or about the exercise equipment and facilities at the Park.

Renter understands and agrees that Renter's use of the facilities and equipment is only to be undertaken on Renter's own personal time, and that Renter's use of the facilities and equipment is not within the course or scope of Renter's employment by Management, if applicable.

Renter is aware Management assumes no responsibility for utility failure, accidents, injuries, damage, negligence, or loss of any kind.

**I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENTS.**

**RENTER(S):**

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

Renter 1 Name: \_\_\_\_\_

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

Renter:

Initials  
Initials

Renter 2 Name:

---

Date

Renter:

---

Initials  
Initials

**Pool, Spa & Playground Release Form  
& Access Liability Waiver**

The undersigned Renters understand and fully appreciate the potential danger of injuries and damage that may occur with respect to the use and operation of the Park's swimming pool, spa and adjacent areas and facilities.

Renter specifically acknowledges and understands that Management provides no lifeguards or other supervision in the pool area. Renter shall not allow any minor to use the pool area without adult supervision and hereby expressly assumes all responsibility and liability for any such minor brought into the Park by Renter, Renter's Guests or Renter's Invitees.

Renter hereby releases, indemnifies, and holds harmless Management, its employees, agents, and representatives from any and all claims, including but not limited to, negligence, whether for damages, injuries or otherwise resulting from use of the swimming pool and the adjacent areas including the laundry or restrooms by Renter, Renter's Guests, or Renter's Invitees.

This addendum is intended as a full and complete release as to any and all claims resulting from the use of the pool and the adjacent areas and facilities of the Park. The undersigned hereby waives any and all right which he/she may have under the provisions of Section 1542 of the California Civil Code set forth below, which shall also apply to the Fitness Center Addendum and Waiver/Release of Liability which is part of this Agreement and is incorporated herein by this reference:

**Section 1542 of the California Civil Code**

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

POOL HOURS: 10AM – 9PM [10AM – 6PM for Minors]

The undersigned understands that if the facts or law with respect to this release as given herein turn out to be different than, or different from, the facts or law as then known to or believed by the undersigned to be true, then the undersigned expressly assumes the risk of the law being different from what the knew or understood to be the case and agrees that such mistake shall not in any way invalidate Renter's foregoing release.

**Undersigned Renters agree to acknowledge having read and understood this addendum.**

**RENTER(S):**

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

Renter 1 Name: \_\_\_\_\_ Date \_\_\_\_\_

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

Renter 2 Name: \_\_\_\_\_

Renter:

\_\_\_\_\_

Initials  
Initials

## ***Crime Free Rental Addendum***

In consideration of renting the Space identified in the Agreement, Management and Renter(s) agrees as follows:

1. Renter, Renter's Guests, and Renter's Invitees shall not engage in criminal activity, including drug related criminal activity anywhere within the Park. "Drug Related Criminal Activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell distribute or use of a controlled substance (as defined in Section 102 of the controlled substance Act 2 U.S.C. §802).
2. Renter, Renter's Guests, and Renter's Invitees will not permit the Space to be used for, or facilitate criminal activity, including drug related criminal activity, regardless of whether the individual engaging in such activity is a Renter, Guest or Invitee.
3. Renter, Renter's Guests, and Renter's Invitees shall not engage in the unlawful manufacturing, selling, using, storage, keeping, or giving of a controlled substance as defined in the Health and Safety Code §§11350, et seq., at any locations within the Park.
4. Renter, Renter's Guests, and Renter's Invitees shall not engage in any illegal activity, including prostitution as defined in Penal Code §647(b), criminal street gang activity, as defined in Penal Code §§186.20 et seq., Assault and Battery, as prohibited in Penal Code §269 and §288 or any breach of the RV Registration Agreement (the "Agreement") that otherwise jeopardize the health, safety and welfare of the Management, their employees, agents or other Renter or involving imminent or actual serious property damage to, on or within the Park.
5. Violation of any one of the above provisions shall be a material and incurable violation of the Agreement and good cause for the immediate termination of the Agreement. A single violation of any of the provisions of this Addendum shall be deemed a serious and material breach of the Agreement. Unless otherwise provided by law, breach of the Agreement for a violation pursuant to this Addendum shall not require criminal conviction but shall merely require observation of such violation by Management or its employees, agents or staff.
6. In case of conflict between the provisions of this Addendum and any other provisions of the Agreement, the provisions of the Addendum shall govern.
7. The addendum is incorporated into the Agreement of even date herewith by this reference.

**RENTER(S):**

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

Renter 1 Name: \_\_\_\_\_

\_\_\_\_\_

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

Renter 2 Name: \_\_\_\_\_

\_\_\_\_\_

## **ACKNOWLEDGEMENT OF RECEIPT OF PARK RULES & REGULATIONS**

THESE PARK RULES AND REGULATIONS, EFFECTIVE FEBRUARY 1, 2023, ARE INCORPORATED INTO YOUR RV REGISTRATION & RENTAL AGREEMENT ("**AGREEMENT**") AND SUPERSEDE ANY AND ALL PRIOR RULES AND REGULATIONS.

Welcome to Diamond Valley RV Park! We hope your stay will be a happy one. These Park Rules and Regulations are necessary for the orderly operation of the Park for the benefit of all Renters, their Guests and Invitees and are essential to maintaining an attractive and harmonious environment. These Rules and Regulations may be amended and updated from time to time at the discretion of Management. Management shall provide notice of any material changes in the Park Rules & Regulations. All Renters shall abide by the Park Rules and Regulations or be subject to termination of their Agreement.

This Park is privately owned. Management reserves the right to terminate the Agreement of any Renter who does not comply with these Rules and Regulations.

**RENTER(S):**

Signature	_____	_____
Renter 1 Name:	_____	Date
Signature	_____	_____
Renter 2 Name:	_____	Date

## **General Local Contact Information**

EMERGENCY (Fire, Police, Paramedic)	911
RV Park Office	(951)654-0670
LOCAL POLICE (Non-emergency)	(951)654-2702
TDD (for the hearing impaired)	(951)765-2414
COUNTY SHERIFF (Non-emergency)	(951)776-1099
HEMET VALLEY MEDICAL CENTER	(951)652-2811
TELEPHONE SERVICES (VERIZON)	(800)483-4000
DEPARTMENT OF MOTOR VEHICLES	(800)777-0133
SOCIAL SECURITY ADMINISTRATION	(800)772-1213
UNITED STATES POSTAL SERVICE	(800)275-8777

## **Diamond Valley RV Park Park Rules and Regulations**

### **Vehicle Requirements**

1. No RV older than 15 years old are allowed in the Park
2. Prior to move-in, Renter(s) shall furnish to Management a copy of current registration and title showing Renter as titleholder along with any lienholders.
3. No "Manufactured Home" is permitted in the Park. Only Recreational Vehicles as defined in the RVPOL are allowed. No canvas campers, tents or "porta potties" are permitted. All RVs entering the Park will be subject to Management approval of their compliance with City, State and County plumbing, electrical, fire and safety code factors.  
\* Management reserves the right to waive the 'canvas campers and tents' ruling at their discretion.

### **Additional Renter Fees**

1. The Base Rent is for no more than two (2) Renters occupying the RV. An additional person may reside in the RV for no longer than seven (7) days without the prior written consent of Management. Guests, as defined in the Agreement, must be approved by Management and listed in the Agreement, and you will be charged an additional per Guest fee of \$25 per week for Renters paying the Weekly Base Rent or \$95 per month for Renters paying the Monthly Base Rent.
2. Check-out time at the Park is 12:00 PM (Noon). Renters vacating their Space after the check-out time shall be charged an additional fee of \$25.00.

### **Alcohol**

Alcoholic beverages are NEVER permitted in the pool area. No alcoholic beverages may be consumed in any public area of the Park that is open for use to all Renters unless Renter has obtained the prior written consent of Management to use a designate public area for a particular function that includes the consumption of alcoholic beverages. Such written consent shall (i) designate the specific area of the Park, (ii) the nature of the function, (iii) any limits on the number of people in the designated area, and (iv) the hours during which such event may take place. Any approved function shall designate the responsible Renter(s) who shall be responsible for complying with all of the requirements listed in Management's consent, including, but not limited to, insuring that the consumption of alcoholic beverages shall not be excessive and that all invitees comply with the rules of the Park.

### **Anti-Crime Policy**

Management has an Anti-Crime Policy in effect which MUST be adhered to by all Renters. If a Renter or Renter's Guest or Renter's Invitee commits a crime in the Park, the associated Renter shall be subject to termination of his/her Agreement.

**Park Buildings: THE PARK IS A NON-SMOKING FACILITY.** The Park's Office, laundry, Clubhouse, and shower areas are housed within Park buildings.

1. Nothing is to be stored, posted or brought into any Park building without written permission of the Management. Central bulletin boards are provided for community messages and are monitored by Management for posting of appropriate materials. Management reserves the right to remove any messages or posting it deems inappropriate in its sole and absolute discretion.
2. Operating hours for the buildings may vary seasonally and will be posted.
3. Management reserves the right to rent building space or common areas for private functions.

4. Any kitchen facilities within the Park are furnished solely for the convenience of the Renters and their approved Guests and Invitees who use them at their own risk. Management reserves the right to remove any such facilities at any time and without prior notice, subject to Management's sole and absolute discretion.
5. Except to pick up mail any minor (17 and under) must be accompanied by a supervising adult Renter or Guest (18 or older) to be in the Clubhouse.

#### **Commercial Enterprise or Solicitation**

Patio or rummage sales may be scheduled periodically, subject to Management's prior written approval and participation must be open to all Renters. Renters may not engage in any other type of commercial business that involves entry of non-Renters or Guests into the Park or use of the Park water, sewer or mail service. No commercial solicitation is permitted in the Park. Management may permit other solicitation only with its prior written approval, which approval shall be at Management's sole and absolute discretion.

#### **Electric Service**

Electricity charges maybe provided directly by Management through its solar power system or through a third-party electric utility by means of a master meter that is then sub-metered to each individual space. Management uses a third-party electricity billing company ("Billing Service") to track usage and prepare, send and collect electricity Utility Fees from each Renter. Electricity is billed in accordance with the rates and baseline allowances charged by Southern California Edison and as allowed by law. All electricity charges paid to the Billing Service, whether through the Park's solar power system or pursuant to the Park's master meter and recorded via submeters, are deemed Additional Rent pursuant to the Agreement. Please notify the office at least one (1) day prior to your departure, so that Management can prepare your final electricity bill.

#### **Mail and Package Service**

1. Private mailboxes with combination locks are provided for each Renter. This is for US Postal Service mail and small packages that fit in the mailbox.
2. Bigger US Postal Service packages are kept in the Park office. Renters can pick them up during posted business hours.
3. Renters can have their packages delivered by other delivery services to the Park office which will need to be picked up by Renters during posted business hours.

#### **Message Boards**

1. Messages intended for Renters or Guests are to be posted on the Bulletin Board located in the Laundry Room.
2. Any notices for special meetings, proposed trips, etc., must be marked with the date of posting and will be removed by Management after two (2) weeks.

#### **Park Activities**

Information with known activities is generally posted on Bulletin Boards in the Clubhouse.

#### **Pet Requirements**

1. Any pet enclosure (doghouse, pet run or fences) MUST be approved by Management in writing before installation. Up to a 36" high fenced enclosure, approved by Management, is allowed to be in your Space for your pets. Management reserves the right to require the removal of any pet that escapes from its enclosure.
2. There is a \$10 monthly fee per pet.
3. Dogs must be supervised, under control, confined and/or always leashed.

4. Pet owners are responsible for daily clean up and disposal of their pets' excrement.
5. Excessive barking, as determined in Management's sole and absolute discretion, shall be considered a nuisance and shall subject the pet to Management's rescission of its consent to the presence of the pet and its immediate removal from the Park. Failure Renter to timely remove the pet from the Park shall be considered a breach of the Agreement and shall subject Renter to the termination of the Agreement.

### **Propane Gas**

Each Renter is responsible for the refilling of his/her propane tanks.

### **Renter Conduct**

1. Renter, Renter's Guests, and Renter's Invitees shall not harass or engage in or allow any conduct, which is a substantial annoyance to other Renters, Guests, visitors, Management, or Park staff, contractors or vendors nor cause or threaten to cause damage to the Park or any property within the Park. Any Renter, Guest, or Renter's Invitee who does not cooperate with or is abusive to, verbally or otherwise, Management or any of the Park's staff, contractors, or vendors during the performance of their duties subject to the applicable Renter to a written rule violation notice ("Rule Violation Notice") from Management.
2. Receipt of a Rule Violation Notice by Renter shall be considered due cause for Management to terminate such Renter's Agreement.
3. Excessive noise is not permitted at any time. "Quiet Time" shall run from 10 PM until 8 AM. Complaints from two or more different Renters or Guests on two or more separate occasions shall subject Renter to a Rule Violation Notice.
4. Causing noxious odors which could bother other Renters and their Guest shall be deemed a nuisance and subject Renter to a Rule Violation Notice.
5. Any Renter or Guest who had their Agreement terminated for cause ("Expelled Individual") shall not be allowed back into the Park. Any Expelled Individual shall be deemed a trespasser and shall be removed from the Park and subject to legal action. Any Renter inviting or providing use of Park amenities to an Expelled Individual shall be subject to a Rule Violation Notice.
6. Renters should be aware that it is their responsibility to settle among themselves such issues as would normally occur in any neighborhood. Management will not interfere in or attempt to settle disputes of this nature. Renters when appropriate should notify City or county authorities. Documentation of resident complaints regarding the conduct or activities of other Renters must include sufficient details regarding the nature of the complaint, including but not limited to, the date, time and place the incident occurred or was observed and the names, if known, of the persons involved. The complaint must be typewritten or otherwise written to be legible, and any such complaints must be signed and dated by the submitting Renter or Guest. Written complaints will be retained by Management for not more than 90-days, unless required to do so by law. Renter or Guest acknowledges that by submitting a complaint to Management Renter retains no right to privacy with respect to such complaint and Management is free to use or disclose such complaint as Management deems appropriate or necessary in its sole and absolute discretion. Mail or deliver all signed complaints to the Park office by using Management's Complaint Form.
7. Unaccompanied minors (17 years of age and under) are not allowed to wander around Park without adult/parent supervision at any time.
8. Walking through or into other Renters' Space without their permission is prohibited and shall subject Renter to a Rules Violation Notice.

### **Park Personnel**

1. Renters shall not request assistance from Park employees for personal reasons during their working hours, except in emergency situations. Hiring of any Management employee by a Renter is prohibited and shall subject Renter to a Rules Violation Notice. Renter acknowledges and agrees that Management employees are not covered by Management's insurance for work outside the scope of their employment with Management.
2. Renters shall not disturb Management's employees at home except in an Emergency (e.g. no electricity or water)

### **Sewer Connection**

1. Connection must be watertight and clamped at both ends. No discharging of septic or gray water is allowed on the ground or pad area. Renters must have a rigid plastic sewer line that complies with the California Code. No use of incinerating RV toilet system or Therma San is allowed in the Park due to odors.
2. Any holding tank product containing FORMALDEHYDE or PARA-FORMALDEHYDE is not to be dumped in the Park's sewer lines. These chemicals have been declared toxic by the State of California and banned from use under Proposition 65.

### **Site Improvements**

No improvements to a Space may be performed by a Renter or Guest without the prior written consent of Management. Installation of an Enclosed Porch, Patio and/or Carport awnings must be portable and require prior written approval of Management for size and method of construction. (State Law forbids use of an enclosed porch for sleeping or cooking.) All construction must conform to City, County and State Codes. Renter shall provide Management with construction drawings and a copy of all permits required for any improvement. All contractors must be licensed, bonded, insured, and registered with Management. No walls or permanent fences are permitted. Upon vacating the Space, the Renter shall remove any and all improvements to their Space and return the Space to its original condition at move-in or obtain management's written consent to leave it. All finished improvements must conform to the original submitted and approved plans and permits.

### **Site Maintenance**

1. Renter must maintain Renter's Space and RV in a neat, clean, attractive and well-kept fashion. Exterior of RV's and all accessories (i.e.: porches, steps, awnings, planters, swamp coolers, etc.) must be kept neat, clean and in good repair. Only patio furniture, portable screen rooms, awnings, canopies, barbeques, satellite TV antennas, potted plants, approved doghouse/kennel, one plastic trash container and one plastic recyclable container may be stored outside. All items must be in good condition. All else must be kept in RV or approval shed.
2. Renter initiated vegetation, planted areas and potted plants must be kept properly trimmed, watered and weeded. Management has final approval of any plantings made in the respective Spaces and retains the right to remove any plant at any time. Space must be kept free of dead leaves, foliage, weeds, and litter. Management only provides tree trimming and cleanup of trimmed or fallen branches on Renter's Spaces. No pesticides are to be sprayed without Management's prior written approval.
3. Utility connections must be kept safe, leak-proof, operative, and accessible at all times. Renter shall bear the cost of repairs to any utilities or Park property damaged by Renter, Renter's Guests, and Renter's Invitees. Renters shall not dig into or drive stakes or rods into the ground of their Space without prior written consent of Management to avoid any damage to underground utilities or infrastructure.
4. All garbage, trash, leaves and general debris must be in securely tied plastic trash bags (plastic grocery bags are too small and flimsy for this purpose) and placed in the dumpsters for removal as provided by Management. Contractors, Renters, or Guests with business related materials or construction related debris are not permitted to use the Park dumpsters for such and must remove their business and/or construction debris from Park property. Dumpsters are for personal household trash only. Trash shall not be placed "loose" in the dumpsters. This will reduce litter around the area and keep it from blowing throughout the Park. Any litter you see lying around should be picked up and put in one of the trash receptacles that are located throughout the Park for your convenience. Any Renter, Renter's Guests, and Renter's Invitees observed littering will result in a Rule Violation Notice.

5. Anything, which creates a threat to health and safety or threatens damage to property, is not permitted. No flammable, combustible, corrosive or explosive material or substance is allowed in your Space or the Park. Only substances customarily used for normal household purposes may be kept in small quantities.
6. When cleaning the patio or asphalt of your Space, if you are using water, please spray water onto the side of your gravel (not your neighbors' area and not into the street).

### **Storage Sheds**

Renters and Guests shall not install a shed on their Space without Management's prior written approval. The maximum size for a shed is 100 square feet and no more than 7 feet high.

### **Swimming Pool and Spa**

1. There is no lifeguard at the pool. Use of the pool by Renter, Renter's Guests, and Renter's Invitees is at their own risk. Showering is mandatory before entering either the pool or spa. No suntan or baby oil is allowed in the pool or spa.
2. Only authentic bathing attire is allowed in our pool and spa. ABSOLUTELY NO STREET CLOTHES, CUT-OFF JEANS, T-SHIRTS, BRIEFS, ETC.
3. All food and drink in the pool and spa area must be in plastic or metal containers (NO GLASS) and MUST NOT BE TAKEN INTO THE POOL OR SPA. ALCOHOLIC BEVERAGES ARE NEVER PERMITTED IN THE POOL AREA.
4. NO RUNNING, JUMPING or DIVING ALLOWED. Use balls and pool toys carefully.
5. All minors under the age of 18 must be accompanied by their parent or legal guardian at all times and may only swim between the hours of 10 am to 6 pm. Adults have exclusive use of the pool from 7 pm to 9 pm.
6. Renter's Invitees must register at the office and receive a Visitor Pass prior to using all Park facilities. Invitees must be accompanied by the Renter they are visiting while using Park facilities or obtain written permission from Management to use pool unaccompanied. Renters and their Guests and Invitees must vacate the pool area at the direction of Management or staff if it is determined that pool or spa rules are being violated or if the pool or spa needs cleaning or repairing.
7. STATE LAW PROHIBITS THE USE OF SPAS BY ANYONE UNDER THE AGE OF 18. Our spa temperature is approximately 102 degrees.
8. Small children using pool must use "Little Swimmers®" or "Splashers®". Regular or cloth dippers are not allowed.
9. Renter, Renter's Guests, and Renter's Invitees shall not open or cause pool gate to remain open for anyone other than Renter, Renter's Guests, and approved Renter's Invitees.
10. Please help to keep our pool and spa areas clean and litter free.

### **Sale of RV: Changing Spaces**

1. Any Renter who decides to sell their RV/Trailer must inform the Management prior to listing it and must inform any prospective buyer that the right to occupy the Space is not included as part of the sale. Any buyer of a Renter's RV must make separate arrangements with Management if they desire to rent a Space at the Park.
2. From time to time, Renters may be required to move their RV to enable the Park to perform maintenance or for any other valid business reasons. If the Renter is inconvenienced in this manner, the Management will provide services required for the move to another space, at no expense to the Renter. The Renters will cooperate with Management to facilitate such move. For the purposes of this provision, 48-hours prior written notice to Renter shall be deemed reasonable notice.

### **Vehicles**

1. Each Space is allowed one (1) RV and one (1) car/truck or small transport or utility trailer, provided there is sufficient parking available in the Space. Management reserves the right to determine the size, appearance and placement of any transport or utility trailer. No other RV unit may be parked in your Space. No vehicle is to be parked in any manner that would create a traffic or safety hazard in the Park. Large business trucks, towing trucks, etc. are not to be parked in the Park. Management reserves the right to determine any exceptions.

2. Temporary Visitor parking is allowed on Park Street only in front of your space. No parking or driving is ever allowed on cement patio pads within the Space. (The weight of vehicle could crack the cement.) Visitor parking of vehicles that are leaking any fluid other than water is not permitted within the Park.
3. No parking in empty Spaces is allowed without prior written approval from Management. Any RV/Trailer/Vehicle violating this rule will be removed per the California Vehicle Code at the owner's expense. Renter hereby gives the Park the express permission to tow any vehicle, which is illegally parked or stored either on their Space or anywhere in the Park. Renter specifically waives any injury or damage to the vehicle as a result of the towing.
4. Vehicles, motorcycles, mopeds, scooters, bicycles, and skateboards may only be used or operated on streets and driveways. They may not be used or ridden across any Spaces, on park walkways, walls, or masonry.
5. All vehicles must be operated in a safe manner. Renter, Renter's Guests, and Renter's Invitees must obey all posted traffic control signs. Speed limit within the Park is 10 mph.
6. Maintenance: Any vehicle parked on your Space must be currently licensed and in running condition. Renter's vehicles are not permitted in the Park if they are not regularly maintained in normal operating condition and are not kept neat and clean in appearance. This includes but is not limited to vehicles whose exterior appearance has deteriorated to a point where they are unsightly and detract from the appearance of the Park or vehicles, which contain unsightly loads that are visible from the street. Vehicles dripping gasoline, oil or other substances must be kept out of the Park until repaired in order to prevent damage to the pavement. No vehicle repairs shall be conducted within the Park, except for minor routine maintenance, which must be completed within a two (2) hours' time frame. No vehicles may be on jacks longer than two (2) hours.
7. Any vehicle that makes excessive noise, in Management's sole and absolute discretion, shall be deemed a nuisance and shall not be allowed within the Park.
8. Washing of vehicle is not permitted. Washing your RV is permitted every six months.

#### **Waiver of Liability**

Renter, as a material part of the consideration, under the Agreement, hereby waives all claims against Management for damages to Renter's or Guests' personal property, including but not limited to, furniture, equipment, records, goods, wares or merchandise in, upon or about the Renter's RV or Space. Renter does hereby agree and indemnify to hold Management harmless on the account of any damage or injury to any person, or personal property of any person, arising from the use of Park by Renter, Renter's Guests, and Renter's Invitees.

Management is NOT responsible for any kind of damage to the personal property of Renter, Renter's Guests, and Renter's Invitees due to the interruption of service by any public or private utility, vandalism, theft, burglary, fire or by an Act of God.

#### **Attorney's Fees**

Should either the Management or Renter be required to seek legal remedies to enforce the terms, conditions, and covenants of the Agreement, including this set of Rules and Regulations, the prevailing party shall recover all reasonable attorney's fees and related costs incurred therein whether or not court proceedings commenced.

EXCEPT FOR ILLEGAL ACTIVITY WHICH WILL BE REPORTED TO THE PROPER AUTHORITIES IMMEDIATELY, AND NOT WITHSTANDING THE FACT THAT IT IS NOT EXPRESSLY REFERENCED IN A SPECIFIC RULE OR REGULATION ABOVE, ANY VIOLATION OF THESE RULES AND REGULATIONS SHALL SUBJECT THE RENTER AND ANY RELATED GUESTS TO A RULE VIOLATION NOTICE.

SUBJECT TO ANY CONFLICTING TERMS AND CONDITIONS IN THE AGREEMENT, ANY RULE VIOLATION NOTICE SHALL SUBJECT RENTER TO TERMINATION OF HIS/HER AGREEMENT.

Management reserves the right to amend the Rules and Regulations at any time.

[SIGNATURE PAGE TO FOLLOW]

**Execution and Acknowledgement**

Your signature below acknowledges that you received a copy of the Park's Rules and Regulations as of the date set forth next to your signature and that Renter, Renter's Guests, and Renter's Invitees agree to comply with all Park Rules and Regulations set forth herein. Breaches of Rules and Regulations may subject you to termination of your Agreement.

Space #: \_\_\_\_\_

**RENTER(S):**

Signature	_____	_____
Renter 1 Name:	_____	Date
Signature	_____	_____
Renter 2 Name:	_____	Date