



Graham County Parks & Recreation

527 East Armory Road, Safford Arizona 85546 Tel: (928) 428-7180

Graham County RV Park Month-To-Month RV Rental Agreement

This Lease Agreement (“Lease”) is entered by and between **Graham County (“landlord”)** and _____ (“tenant”) on _____ (Date).

Landlord and tenant shall be collectively referred to as the “Parties”. All rules and regulations are strictly enforced. If you are not sure, please ask the Parks Director.

WITNESSETH:

This in consideration of the mutual agreements herein contain, Parties hereby agree to the following:

1. **Leased Premised; Term of Lease; etc.**

- a. Leased Premises. Landlord leases to Tenant, and Tenant rents from Landlord the premises located at: Space No. _____ at the Graham County Racetrack, 527 East Armory Road, Safford, AZ (the “Premises”) to Tenant.
- b. Original Term. This lease shall commence on _____ and continue as a month-to-month tenancy until such time as it is terminated by either party (the “Lease Term”). To terminate this Lease, either Landlord or Tenant must provide written notice at least 30 days prior to the date on which the Premises are to be vacated.
- c. Rent. Rent will be **\$350.00 per month** commencing on the first day assigned RV space utility box is unlocked and will be paid in advance through the end of the month. Rent is due and payable on the _____ day of each month; **failure to pay with 5 days of due date will result in a \$25 late fee, failure to pay within 10 days will result in a \$50 late fee, 15 days past due will result in immediate eviction and utility disconnection.**
- d. Use of Premises. Tenant shall use the Premises as a residence only and for no other purpose. Tenant will comply with all laws, rules, ordinances, statutes and orders regarding the use of the Premises.

2. **Inspection:** Tenant has inspected the premises and finds it suitable and safe in all respects for Tenant’s intended use and property. Graham County shall not be responsible or liable for any expense, liability, loss, claim, or damage to the Tenant or Tenant’s guests’ tangible or intangible property, bodily injury (including death) or personal injury to Tenant or Tenant’s guests, or to any person on or about the property arising from any Act of God (including, but not limited to, wind, rain, hail, water damage, lightening, or fire), any negligence, act, error or omission of any other Tenant, co-resident or other occupants or users of the PV park, or from bursting, overflowing, or leaking of water, sewer or steam pipes, or from the heating or plumbing fixtures, or from electric wires, or from gasses or odors, or caused in any other manner whatsoever, except in the case of Graham County’s gross negligence. All tangible or intangible property of any kind or description whatsoever in, on or about the premises shall be kept at the Tenant’s sole risk and retention.

2. To the fullest extent permitted by law, the Tenant shall defend, indemnify and hold harmless Graham County, its agents, officers, officials and employees from and against any claim, damage, property damage, death, personal injury, bodily injury, sickness, disease, loss and expense related to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, work or services of Tenant, its agents and guests in connection with this Rental Agreement or with Tenant’s use, possession, maintenance or repair of the premises. In addition to other indemnification provisions in this Rental Agreement, Tenant shall indemnify, defend and hold harmless Graham

County, its agents, officers, officials and employees for from and against any claim, damage, property damage, death, personal injury, bodily injury, sickness, disease, loss and expense for the following:

- a. All liabilities of Tenant of any nature, whether in contract or tort, accrued, absolute, contingent or otherwise incurred by Tenant arising out of the operation or use of the RV rental space.
 - b. All liens, encumbrances, claims, debts and obligations of any sort (including tax liens) of any third parties against the business, equipment or premises incurred by Tenant.
 - c. Any default by Tenant under this Rental Agreement or any failure to comply with any provision of this Rental Agreement
 - d. All actions, suits, proceedings, demands, assessments, judgment costs and expenses incurred by Tenant arising from any of the forgoing during this Rental Agreement period.
3. Tenant agrees to pay Graham County, any costs or fees, incurred by Graham County, including attorney's fees and court costs, for the purpose of protection the rights of Graham County hereunder and for the enforcement by Graham County of the terms and conditions of this Rental Agreement.
 4. **Assignment or Sublet.** This Rental Agreement may not be assigned or transferred in any manner nor the premises sublet to any person or entity without the prior written consent of GRAHAM COUNTY
 5. **Manner of Payment.** The rent, and all other sums payable by Tenant to Graham County under this Lease shall be payable by credit card, cash, or money order at the Parks Office.
 6. **Security Deposit.**
 - a. Security Deposit. On execution of the Lease, Tenant shall deposit with Graham County in trust, a security deposit of \$125.00 (the "Deposit"), as security for the performance of Tenant's obligations under this Lease. Tenant shall not use or apply the Deposit in lieu of payment of Rent. If Tenant breaches any terms or conditions of this Lease, Tenant shall forfeit the Deposit, as permitted by law.
 7. **Return of Deposit.** In the event that Tenant shall fully and faithfully comply with all the terms, provisions, covenants and conditions of this Lease, the Deposit shall be returned to Tenant after the date fixed as the end of the Lease and vacating of the Premises.
 - a. **Default.** In the event of default, Tenant shall vacate facilities by the 4th day of the month and deposit may be forfeited. Former Tenant may not return without submitting a new deposit and paying rental fees for the month in advance.
 8. **Occupancy:** 1 vehicle /2 adults (14 years and older) with a maximum of 2 persons total. Occupancy levels cannot be exceeded unless given written permission by the Parks Director.
 8. **Quiet hours** are from 8:00 pm to 7:00 am. At all times noise levels (including music) must not be heard in neighboring RV sites.
 9. **Parking/vehicles** are restricted to paved roads and must be "street legal" (registered & insured) to operate within the recreation area. (This includes ATV's, RTV's, Side by Sides, Motorcycles, Scooters etc.) These vehicles may be charged if operated within the recreation area. Tenant shall be entitled to use area immediately in front of designated RV space for parking of motor vehicles. The parking space will be used exclusively for the parking of passenger vehicles and not to be used for washing, painting or servicing of vehicles. Tenant's vehicle will occupy the parking space entirely at their own risk. Absolutely no unlicensed/inoperable vehicles allowed in racetrack/RV or park or fairgrounds area. Parking is limited to ONE space for tenets vehicle.
 10. **NO** open pit fires are permitted, gas grills only.
 11. **NO** glass beverage containers are allowed in the recreation area.

AMPERAGE ALLOWANCE NOTIFICATION: THE GRAHAM COUNTY PARK RV SPACES CAN ACCOMMODATE A 20 OR 30 AMP UNIT ONLY. 50 AMP WILL OVERLOAD THE SYSTEM AND ARE NOT ALLOWED, IF A RESIDENT DISREGARDS THIS NOTICE AND CAUSES A SYSTEM OVERLOAD BY

PULLING OVER THIS LIMIT, THEY WILL BE FINED \$150 FOR THE CALLOUT FEE FOR PARKS ELECTRICIAN, AS-WELL-AS POSSIBLE LIABILITY FOR DAMAGE TO NEIGHBORING RV'S IF THIS CAUSES THE POWER TO BECOME UNSTABLE. ALL RV UNITS MUST BE INDEPENDENT (HAVE BATHROOM FACILITIES).



Tenant Signature

Date

12. Miscellaneous Rules:

- a. Pets. Tenant may have dogs (limited two with permission from Director) dogs will be on a leash or penned whenever outside of Tenant's home.
- b. Alterations. No alterations to the existing property will be permitted without the prior permission of the Parks Director. If repairs to the electrical, water or sewage service is needed, please submit your request to the Parks Office – do not attempt to make repairs yourself. If you contact an independent repairman, expenses incurred will be your responsibility. You may not use additional electrical outlets belonging to Graham County for any reason.
- c. Damages. If you should cause damage to the facilities, you will be billed for the cost of repairs. Failure to make restitution may result in eviction or loss of future requests for residency.
- d. Tenant RV space will remain clean and garbage/clutter free at all times. Outdoor furniture is permitted if in good condition and kept clean and limited to space provided.
- e. No appliances will be kept outside for any reason. If appliances are found to be kept outside tenants RV, Director will give written notice of infraction, if the infraction is not cleared up County Park Staff will be instructed to remove item and tenant will be subject to a \$50.00 haul away fee.

9. Additional Provisions.

Agreed to and Signed by:



Tenant Name (print)

Tenant Signature



Date of signature

Graham County Parks & Fair Director



Tenant phone number & mailing address