

INTER-MOUNTAIN FAIR RV PARK TENANT AGREEMENT



This Lease Agreement (this "Agreement") is made this _____, by and between INTER-MOUNTAIN FAIR AND EVENT CENTER ("Landlord") and _____ ("Tenant"). Each Landlord and Tenant may be referred to individually as a "Party" and collectively as the "Parties."

1. Premises. The premises leased is RV and Camping trailer spot and _____ parking space(s) located at 44218 A Street, McArthur, CA 96028 (the "Premises"). Premise includes public bathrooms with showers. Premise includes laundry room.

2. Agreement to Lease. Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, according to the terms and conditions set forth herein, the Premises.

3. Term. This Agreement will be for a term beginning on _____ and continuing month-to-month until either Landlord or Tenant terminates this Agreement by providing the other Party with proper written notice of termination or October 31st; whichever comes first(the "Term").

4. Rent. Tenant will pay Landlord a monthly rent of \$750.00 for the Term and additional monthly amount for parking and pets. Rent will be payable in advance and due on the 15th day of each month during the Term. Rent for any period during the Term which is for less than one month will be a pro rata portion of the monthly installment. Rent will be paid to Landlord at Landlord's address provided herein (or to such other places as directed by Landlord) by mail or in person by one of the following methods: Cash, Personal check, and will be payable in U.S. Dollars. Tenant further agrees to pay \$25.00 for each dishonored bank check.

4a. Initial Payments. Upon execution of this Agreement by Tenant and as a condition of consideration for acceptance by Landlord, Tenant shall pay to Landlord the following:

- I. The first rent payment.
- II. The Security Deposit. (See § 9)

5. Guaranty. _____ located at _____ ("Guarantor") promises to unconditionally guarantee to Landlord, the full payment and performance by Tenant of all financial duties and obligations arising out of this Agreement. Guarantor(s) agrees to joint and several liability with Tenant for Tenant's financial duties and obligations under this Agreement including rent, damages, fees and costs. Guarantor(s) further agrees that this guaranty shall remain in full force and effect and be binding on Guarantor(s) until this Agreement is terminated.

6. Late Fee. Rent paid after the 15th day of each month will be deemed as late; and if rent is not paid within zero (0) day(s) after such due date, Tenant agrees to pay a late charge of 5% of the balance due per day for each day that rent is late.

7. Additional Rent. There may be instances under this Agreement where Tenant may be required to pay additional charges to Landlord. All such charges are considered additional rent under this Agreement and will be paid with the next regularly scheduled rent payment. Landlord has the same rights and Tenant has the same obligations with respect to additional rent as they do with rent. Such as pet fees, parking fees, etc....

8. Utilities. Tenant is responsible for payment of all utility and other services for the Premises, with the exception of electric, gas, trash, water, which will be paid for or provided by Landlord.

9. Security Deposit. Upon signing this Agreement, Tenant will pay a security deposit in the amount of \$750.00 to Landlord. The security deposit will be retained by Landlord as security for Tenant's performance of its obligations under this Agreement. The security deposit may not be used or deducted by Tenant as the last month's rent of the Term. Tenant will be entitled to a full refund of the security deposit if Tenant returns possession of the Premises to Landlord in the same condition as accepted, ordinary wear and tear excepted. Within twenty one (21) days after the termination of this Agreement, Landlord will return the security deposit to Tenant (minus any amount applied by Landlord in accordance with this section). Any reason for retaining a portion of the security deposit will be explained in writing. The security deposit will not bear interest while held by Landlord in accordance with applicable state laws and/or local ordinances.

10. Landlord's Failure to Give Possession. In the event Landlord is unable to give possession of the Premises to Tenant on the start date of the Term, Landlord will not be subject to any liability for such failure, the validity of this Agreement will not be affected, and the Term will not be extended. Tenant will not be liable for rent until Landlord gives possession of the Premises to Tenant. Notwithstanding anything to the contrary, if Landlord does not deliver possession of the Premises within 0 days of the Start Date, Tenant may cancel this Agreement upon notice to Landlord and Landlord shall, within 21 business days, return all monies paid by Tenant to Landlord.

11. Use of Premises. The Premises will be occupied only by Tenant and Tenant's immediate family and used only for residential purposes, unless prior approval from Landlord. Tenant may not have adult guests stay overnight for more than 24 hours. All additional adults over 4 adults will be a monthly fee of \$50. Tenant will not engage in any objectionable conduct, including behavior which will make the Premises less fit to live in, will cause dangerous, hazardous or unsanitary conditions or will interfere with the rights of others to enjoy their property. Tenant will be liable for any damage occurring to the Premises and any damage to or loss of the contents thereof which is done by Tenant or Tenant's guests or invitees.

12. Condition of the Premises. Tenant has examined the Premises, including the appliances and fixtures, and acknowledges that they are in good condition and repair, normal wear excepted and tear, and accepts them in its current condition.

13. Maintenance and Repairs. Tenant will maintain the Premises, including appliances and fixtures, in clean, sanitary and good condition and repair. Tenant will not remove Landlord's appliances and fixtures from the Premises for any purpose. If repairs other than general maintenance are required, Tenant will notify Landlord for such repairs. In the event of default by Tenant, Tenant will reimburse Landlord for the cost of any repairs or replacement.

14. Rules and Regulations. Landlord has prescribed the rules and regulations governing Tenant's use and enjoyment of the Premises, attached hereto as Exhibit A, and incorporated by reference herein. Tenant acknowledges receipt of and agrees to adhere to such regulations.

15. Military Clause. In the event Tenant is, or hereafter becomes, a member of the United States Armed Forces (the "Military") on extended active duty, and Tenant receives permanent change of station orders to depart from the area where the Premises is located or is relieved from active duty, retires or separates from the Military, or is ordered into Military housing, then Tenant may terminate this Agreement upon giving thirty (30) days written notice to Landlord. Tenant shall also provide to Landlord a copy of the official orders or a letter signed by Tenant's commanding officer, reflecting the change which warrants termination under this Section. Tenant will pay prorated rent for any days Tenant occupies the dwelling past the first day of the month rent is due. Any security deposit will be promptly returned to Tenant, provided there are no damages to the Premises.

16. Sex Offender Registry Notice. Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet website maintained by the Department of Justice at www.meganslaw.ca.gov. Tenant understands and agrees that they are solely responsible for obtaining any and all information contained in the state or national sex offender registry for the area surrounding the Premises. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and zip code in which he or she resides.

17. Compliance. Tenant agrees to comply with all applicable laws, ordinances, requirements and regulations of any federal, state, county, municipal or other authority.

18. Mechanics' Lien. Tenant understands and agrees that Tenant and anyone acting on Tenant's behalf does not have the right to file for mechanic's liens or any other kind of liens on the Premises. Tenant agrees to give actual advance notice to any contractors, subcontractors or suppliers of goods, labor or services that such liens are invalid. Tenant further agrees to take the additional steps necessary to keep the Premises free of any and all liens that may result from construction completed by or for Tenant.

19. Subordination. With respect to the Premises, this Agreement is subordinate to any mortgage that now exists, or may be given later by Landlord.

20. Alterations. Tenant will not make any alteration, addition or improvement to the Premises without first obtaining Landlord's written consent. Any and all alterations, additions or improvements to the Premises are without payment to Tenant and will become Landlord's property immediately on completion and remain on the Premises, unless Landlord requests or permits removal, in which case Tenant will return that part of the Premises to the same condition as existed prior to the alteration, addition or improvement. Tenant will not change any existing locks or install any additional locks on the Premises without first obtaining Landlord's written consent and without providing Landlord a copy of all keys.

21. Pets. Tenant is not allowed to have or keep any pets, even temporarily, on any part of the Premises, except for the following: Dogs and Cats are allowed for (1-2) \$75 OR (3-4) \$150 per month with a MAX number of FOUR (4) pets. The unauthorized presence of any pet will subject Tenant to penalties, damages, deductions and/or termination of this Agreement. Properly trained service animals that provide assistance to individuals with disabilities may be permitted on the Premises with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant will be responsible for the costs of de-fleaing, deodorizing and/or shampooing all or any portion of the Premises if a pet has been on the Premises at any time during the Term (whether with or without written consent of Landlord). If Tenant does keep an authorized pet on the Premises, Tenant will pay to Landlord a pet deposit in the amount of \$75.00.

22. Fire and Casualty. If the Premises are damaged by fire or other serious disaster or accident and the Premises becomes uninhabitable as a result, Tenant may immediately vacate the Premises and terminate this Agreement upon notice to Landlord.

Tenant will be responsible for any unpaid rent or will receive any prepaid rent up to the day of such fire, disaster or accident. If the Premises are only partially damaged and inhabitable, Landlord may make full repairs and will do so within a prompt and reasonable amount of time. At the discretion of Landlord, the rent may be reduced while the repairs are being made.

23. Liability. Landlord is not responsible or liable for any loss, claim, damage or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the Premises, unless resulting from the negligence or willful misconduct of Landlord.

24. Assignment and Subletting. Tenant will not assign this Agreement as to any portion or all of the Premises or make or permit any total or partial sublease or other transfer of any portion or all of the Premises.

25. Insurance Requirements. Tenant will not do or permit to be done any act or thing that will increase the insurance risk under any policy of insurance covering the Premises. If the premium for such policy of insurance increases due to a breach of Tenant's obligations under this Agreement, Tenant will pay the additional amount of premium as additional rent under this Agreement.

26. Right of Entry. Landlord or its agents may enter the Premises at reasonable times to inspect the Premises, to make any alterations, improvements or repairs or to show the Premises to a prospective tenant, buyer or lender. In the event of an emergency, Landlord may enter the Premises at any time.

27. Surrender. Tenant will deliver and surrender to Landlord possession of the Premises immediately upon the expiration of the Term or the termination of this Agreement, clean and in as good condition and repair as the Premises was at the commencement of the Term, reasonable wear and tear excepted.

28. Default. In the event of any default under this Agreement, Landlord may provide Tenant a notice of default and an opportunity to correct such default. If Tenant fails to correct the default, other than a failure to pay rent or additional rent, Landlord may terminate this Agreement by giving a sixty (60) day written notice. If the default is Tenant's failure to timely pay rent or additional rent as specified in this Agreement, Landlord may terminate this Agreement by giving a sixty (60) day written notice to Tenant. After termination of this Agreement, Tenant remains liable for any rent, additional late, costs, including costs to remedy any defaults, and damages under this Agreement.

29. Remedies. If this Agreement is terminated due to Tenant's default, Landlord may, in addition to any rights and remedies available under this Agreement and applicable law, use any dispossession, eviction or other similar legal proceeding available in law or equity.

30. Subordination. This Agreement and Tenant's right under it shall be subject and subordinate to the lien, operation and effect of each existing or future mortgage, deed of trust, ground lease and/or any other similar instrument of encumbrance covering any or all of the Premises, if any, and each renewal, modification, consolidation, replacement or extension thereof.

31. Condemnation. If all or substantially all of the Premises are covered by a condemnation including the exercise of any power of eminent domain by a governmental authority, this Agreement shall terminate on the date possession of the Premises is taken by the condemning authority, and all rent under this Agreement shall be prorated and paid to such date. Landlord is entitled to collect from the condemning authority the entire amount of any award made in any proceeding. Tenant waives any right, title or interest which Tenant may have to any such award and agrees to not make any claim for the Term of this Agreement.

32. Hazardous Materials. Tenant shall not keep on the Premises any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

33. Lead Disclosure. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlord must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention.

34. Notices. All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, sent via certified or registered mail to the following addresses (or to another address that either Party may designate upon reasonable notice to the other Party):

Notices shall be sent to the Landlord at the following address:
PO Box 10
McArthur, CA 96028

Email: robee@inter-mountainfair.com

Notices shall be sent to the Tenant at the following address:

Email: _____

35. Quiet Enjoyment. If Tenant pays the rent and performs all other obligations under this Agreement, Tenant may peaceably and quietly hold and enjoy the Premises during the Term.

36. No Waiver. No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing.

37. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable part had not been included in this Agreement.

38. Successors and Assigns. This Agreement will inure to the benefit of and be binding upon the Parties and their permitted successors and assigns.

39. Governing Law. The terms of this Agreement and the rights and obligations of the Parties hereto shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions.

40. Disputes. Any dispute arising from this Agreement shall be resolved in the courts of the County of Shasta, State of California in accordance with the laws of the State of California.

41. Attorneys' Fees. If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees and costs) incurred in connection with the action and any appeal.

42. Amendments. This Agreement may be amended or modified only by a written agreement signed by the Parties.

43. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document.

44. Headings. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision in this Agreement.

45. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes and cancels all prior agreements of the Parties, whether written or oral, with respect to the subject matter.

46. Miscellaneous. Tenant must leave the premises on October 31st. Tenant must follow all of the Inter-Mountain Fair RV Park Policy rules.

IN WITNESS WHEREOF, the Parties hereto, individually or by their duly authorized representatives, have executed this Agreement as of the Effective Date.

| | |
|-------------------------------------|--|
| _____ Landlord Signature | Robee Knoch IMF Manager _____ Landlord Name |
| _____ Tenant Signature | _____ Tenant Name |
| _____ Guarantor Signature | _____ Guarantor Name |

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazard are present in the housing (explain):

(ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) Lessor has provided the lessee with all available records and reports pertaining to the lead-based paint and/or lead-based paint hazards in the housing (list documents below):

(ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment

(c) Tenant(s) who sign below acknowledge that they have received copies of all information listed above.

(d) Tenant(s) who sign below acknowledge that they have received the pamphlet Protect Your Family from Lead in Your Home.

Certification of Accuracy

The following Parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

| | | |
|-----------------------------|---|---------------|
| _____ Landlord Signature | Robee Knoch IMF Manager _____ Landlord Name | _____ Date |
|-----------------------------|---|---------------|

| | | |
|---------------------------|----------------------|---------------|
| _____ Tenant Signature | _____ Tenant Name | _____ Date |
|---------------------------|----------------------|---------------|

EXHIBIT A

INTER-MOUNTAIN FAIR RV PARK POLICY

Inter-Mountain FAIR RV Park camping rules.



TENANTS MUST SIGN TENANT AGREEMENT ON THE 27TH DAY OF THEIR STAY

1. WE RESERVE THE RIGHT TO REFUSE SERVICE.
2. Open from April 1st to October 31st.
3. I UNDERSTAND THAT THE PARK CLOSES ON OCTOBER 31ST AND WILL NO LONGER BE ON THE PREMISE ON NOVEMBER 1ST.
4. Quiet hours - 10:00 pm to 8:00am
5. Check out time - 12:00 noon
6. Speed Limit - 5mph
7. DO NOT DRIVE OR PARK ON LAWNS.
8. Tenant will not obstruct the driveways, sidewalks, courts, entry ways, lawns, stairs and/or halls.
9. RV Spaces are only 50 ft long. If your RV and Vehicle together are longer than 50 ft, you will be required to park in designated parking area.
 - a. There is \$100 monthly parking fee inside the park and Free Parking outside the park.
10. No parking on the road next to your RV due to safety issues and emergency response vehicles.
 - a. Vehicles in no parking zones may be towed.
11. No parking or driving through empty spaces.
12. No repairing or servicing vehicles in the park.
13. There is a per Pet Rate \$75 for 30-day rate. MAX FIVE (5) PETS
14. Keep pets in your space and clean up after them. Pens/kennels are allowed with prior approval from Fair Manager. Pets must be on leash while walking in the park.
15. There is a \$50 additional adult 30-day rate for more than 4 adults per camping space.
16. There will be no parking outside designated 50ft (rule 9) inside the park from August 25th to September 2nd.
17. Tenant will not hang laundry, clothing, sheets or dry any of same within any yard area or space.
18. No outside freezers or refrigerators.
19. Tenant will keep all bathrooms, sinks, toilets, and other water and plumbing supplies in good order and repair, and shall use same only for the purposes for which they were constructed.
20. Place trash/garbage in designated locations. Trash pick-up is noisy we apologize for any inconvenience.
21. No horses allowed in the park AT ANY TIME.
22. No campfires are allowed at any time. Only gas barbecues or gas fire pits are allowed.
23. No refunds.
24. No rugs or mats on the lawn.
25. Space must be kept clean and neat. Standards of space cleanliness is at the discretion of Fair Manager.
26. Be courteous of other campers. If multiple complaints are made against you, you will be asked to vacate.
27. Tenant's family and guests shall not make or permit any loud or improper noises, or otherwise disturb other residents in the immediate area.
28. Tenant will abide by and be bound by any and all rules and regulations affecting the Premises or the common areas of the Premises which may be adopted or promulgated from time to time by Landlord.

SIGNATURE _____ DATE _____

| | | |
|------------------------------|--------------------------|--------------------------------------|
| \$750 30-Day Rate | \$75 30-Day Per Pet Rate | \$50 Monthly Parking Rate Per ½ Site |
| \$250 30-Day Rate (No Power) | \$10 Dump Rate | \$100 Monthly Parking Rate Per Site |
| \$25/Day Late Fee | \$40 EV Charging Rate | \$50 30-Day Additional Adult Rate |