



## **Aberdeen Resort Recreational Vehicle Park Standard Lease**

This Standard Lease, "Lease", constitutes the full and complete rental agreement between the Aberdeen Resort Mobilehome & RV Park, "Park", and the undersigned Lessee of the space within the Park which is described below.

The California Recreational Vehicle Park Occupancy Law (California Code of Civil Procedure, Section 799.20-799.32 & 799.40-799.46, *et. Seq.*) governs the relationship between Recreational Vehicle Parks and lessees of spaces within the parks. To the extent there may be a conflict between that law and the provisions of this Lease, the provisions of that law shall prevail. The Park and Lessee that the California Legislature from time to time in a manner, which affects their respective rights under the Lease, may amend the law understand it.

By signing this Lease, Lessee agrees to be bound by all its terms, including the provisions applicable only to Lessee and the provisions applicable to all Park lessees.

### **I. PROVISIONS APPLICABLE TO LESSEE.**

#### **A. Name of Lessee(s).**

The names of the person or those persons who are the Lessee under this Lease are:

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

#### **B. Lessee Information.**

Lessee shall provide the following information pertaining to the Recreational Vehicle, which will occupy the Premises described in this Lease:

Name and address of legal owner: \_\_\_\_\_

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

Telephone number: \_\_\_\_\_

Name and address of registered  
Owner:

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

Telephone number: \_\_\_\_\_

Make of recreational vehicle: \_\_\_\_\_

Model of recreational vehicle: \_\_\_\_\_

Year of manufacture: \_\_\_\_\_

Vehicle identification no.: \_\_\_\_\_

License no.: \_\_\_\_\_

Description of additions to  
The recreational vehicle, in-  
cluding awning, patios, and  
decks, which are permitted  
on the Premises pursuant to  
this Lease: \_\_\_\_\_

Description of any  
out-buildings or other equip-  
ment to be fixed to the prem-  
ises: \_\_\_\_\_

**C. Description of Premises:**

This Lease is for a space within the Park described as Space \_\_\_\_\_.  
The leased space constitutes the Premises as that term is used in this Lease.

**D. Term of Lease; Effective Date.**

This Lease commences and becomes effective on \_\_\_\_\_.

This Lease terminates on \_\_\_\_\_ unless it is extended by written  
agreement of Park and Lessee in the form prescribed for amendments to  
this Lease.

**E. Monthly Rent.**

- a. Lessee shall pay to Park the sum of \$\_\_\_\_\_, per month as rent  
for the premises. The rent is due and payable on the 1<sup>st</sup> day of  
each month and shall become delinquent on the 6<sup>th</sup> day of each  
month.
- b. Rent shall be paid at the location and in the manner designated by the  
Park from time to time.

**F. Utilities.**

Utilities paid by Park  
(Included in Rent)

Utilities paid by Lessee  
(Not included in Rent)

Water  
Trash Disposal  
Sewer

Propane Gas  
Electricity  
Direct TV or Dish (if any)  
Telephone

**G. Inspection of Premises by Lessee.**

In signing this Lease, Lessee acknowledges that Lessee has inspected the Premises and found them to be suitable for Lessee’s intended purposes. Lessee further acknowledges that the Premises are fully and in every respect as represented by the Park.

**H. Recreational Vehicle and Additions.**

By executing this Lease, the Park is permitting only the above-described recreational vehicle, additions, and out-buildings and fixtures (if any) to be placed on the Premises. The Park reserves the right to approve any further additions, out-buildings or fixtures. Any use prohibited under the DWP lease described below shall be prohibited by the Park. Notwithstanding any other provisions of this Lease, no cement or permanent outdoor surfacing shall be installed on the Premises without the written permission of the Park, which may withhold such permission at its sole discretion and without further reason.

**II. PARK OPERATIONAL MATTERS.**

**A. Zoning.**

The zoning designation of the Park accorded by the County of Inyo is **C-2**.

**B. Park Lease.**

The Park is situated on real property owned by the City of Los Angeles, Department of Water and Power, “DWP”, with whom the owners and managers of the Park have a lease. The expiration date of the current lease, which may be renewed by agreement to the parties thereto, is September 30, 2017.

### **III. RULES APPLICABLE TO PARK AND ALL PARK LESSEES.**

#### **A. Park Rules.**

The Park rules consist on this Lease, and such further rules, if any, which may hereafter be adopted by the Park, in the manner and with the notice required by law.

#### **B. Rent Increases.**

The Park shall give a lessee written notice of any increase in the lessee's rent at least 30 days prior to the effective date of the increase.

#### **C. Termination of Leases.**

The management may terminate or refuse to renew the right of occupancy of a tenancies within the Park shall be governed by Section 1162 of the Code of Civil Procedure.

#### **D. Park Right of Entry.**

The Park shall have the right to enter any leased premises for maintenance of utilities, trees, and driveways, for maintenance in accordance with Park rules, and when a lessee fails to maintain the Premises. Entry shall be at any reasonable time.

#### **E. Sale of Recreational Vehicle.**

Any person who purchases the recreational vehicle on leased Premises within the Park, and who wishes rent such Premises, shall first qualify and enter into a new lease agreement with the Park. The lease agreement shall become a part of any sale or transfer agreement.

#### **F. Sublease Prohibited.**

All lessees within the Park are prohibited from leasing, subleasing, Assigning or in any other manner transferring or encumbering an interest in a Park lease or premises within the Park without the prior written consent of the Park.

#### **G. Uses Prohibited to lessees.**

Leased space within the Park shall be used by a lessee only for private residential uses. Business or commercial activities, and any non-residential activities or uses of any kind or nature, are prohibited.

**H. Improvements.**

All plants, shrubs, and trees existing on or growing from leased premises on the effective date of the lease, and all plants, shrubs, trees, structures not a part of the recreational vehicle, permanent fences, surfaces permanently attached to the ground by a lessee, are or shall become the property of the Park when installed, and shall remain such upon the termination or expiration of the term of this Lease. They may not be removed without the prior written permission of the Park.

Lessees shall first obtain the permission of the Park before planting plants, trees or shrubs on the lessee's premises which are likely at any time in the future to require trimming or other forms of periodic maintenance.

**I. Pets.**

Lessees' pets shall not be allowed on the common facilities unless confined by a leash. Pets on leased premises shall be confined by a leash or kept in a fenced yard which will not allow the escape of the pet. All lessees shall keep their leased premises clean and odor free from any pet use.

The Park may, in its sole discretion, require the removal of any pet from the Park where there is a substantial disturbance to or annoyance of any other Park resident. Repeated barking by a dog owned or kept on leased premises shall be considered a substantial disturbance.

**J. Fire Safety.**

Firewood on any leased premises shall be stacked at least three (3) feet from the Recreational Vehicle and shall be maintained so as to assure that it will not combust or otherwise constitute a fire danger and will not attract rodents.

No fireworks of any kind are permitted within the Park. The use of fireworks by any lessee or any guest, sub lessee or invitee of Lessee shall be cause for immediate termination of lease of that lessee.

There shall be no open fires on the Premises. Barbeques in good condition and repair, and which are not fire hazards, may be operated on the Premises.

Lessee shall comply with all applicable rules and regulations of public safety agencies.

**K. Maintenance.**

The Recreational Vehicle and other fixtures on premises within the Park shall be kept clean and in good repair, in a neat and orderly condition, and free of weeds and debris.

**L. Storage.**

One (1) storage shed of less than 90 square feet and located as approved by the Park is permitted on leased premises for storage purposes. Open storage is prohibited.

**M. Vehicles; Parking.**

One licensed vehicle is allowed for each Recreational Vehicle Space, provided the vehicle is parked within the leased premises.

**N. Snow Removal.**

All lessees of premises within the Park shall have the responsibility for the removal of snow from such premises.

**IV. GENERAL PROVISIONS APPLICABLE TO PARK AND ALL PARK LESSEES.**

**A. Attorney Fees.**

In any action between Lessee and the Park, in law or equity, arising out of the enforcement of the provisions of a lease, the California Recreational Vehicle Park Occupancy Law, or the rules and regulations of the Park, the prevailing party shall be entitled to costs of suit and to reasonable attorney fees. The court shall determine which is the prevailing party, and what shall be reasonable attorney fees.

**B. Interpretation of Agreement.**

The place of performance of any lease of premises within the Park is Inyo County, California. The lease shall be interpreted in accordance with the law of the State of California. In the event any provisions of any such lease is declared to be in violation of public policy or otherwise unenforceable, the remaining provisions shall remain in full force and effect.

**C. Entire Agreement.**

Each lease of premises within the Park shall be understood by the parties thereto to contain the entire agreement of the parties regarding its subject matter, and that there are no other agreements, representations, promises, or warranties of or by either party of any kind or nature. To the extent there may be other agreements, representations, promises, or warranties not known to either or both parties, such agreements, representations, promises, or warranties are conclusively deemed superceded by the lease and are null and void.

**D. Modification.**

A lease for premises within the Park may be modified or amended only by a written amendment, signed by both parties, and attached to that lease as an amendment. Future amendments to the Recreational Vehicle Occupancy Law, which are applicable, shall be deemed to be a part of each lease of premises within the Park.

**E. Waiver.**

The failure of the Park to take action to enforce any provision of any lease of premises within the Park or the Recreational Vehicle Occupancy Law shall not constitute a waiver of that provision.

The acceptance of rent or the partial payment of past due rent shall not constitute a waiver of any rights which may have accrued to the Park by reason of any failure of a lessee to perform any obligation under his or her lease.

**V. NOTICES.**

Where notices are required to be given under this Lease or the provisions of the Recreational Vehicle Occupancy Law, they shall be given as follows:

- a. Personal Delivery. Notices given by Lessee may be delivered by personal service to the Park manager at the residence or office of the Park and shall be addressed to Marty Fortney or Diane Fortney. Notices given by the Park may be delivered by personal service to Lessee and shall be addressed to Lessee at Lessee's address or space within the Park.
- b. Mail. Notices to either party may be delivered by 1<sup>st</sup> Class United States Mail, postage prepaid, and shall be considered delivered on the 5<sup>th</sup> day after posting, provided they are addresses as follows:

Park:

Notices to the Park may be addressed to the following:

Marty and Diane Fortney  
Aberdeen Resort  
150 Tinemaha Rd. #106  
Independence, Ca. 93526

Lessee:

Notices to lessee shall be addressed to Lessee in the name set forth above and addressed to Lessee's site or space within the Park, if feasible, or to any other address provided to the Park by Lessee.

**IN WITNESS WHEREOF**, the parties execute this Lease, to be effective on the commencement of the lease term set forth above.

**Lessee**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

**Park**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name