



This rental agreement is made on the \_\_\_\_ day of \_\_\_\_\_ 201\_\_, between Uncompahgre River RV Park, with its principal office located at 804 S. Church Avenue, Olathe, Colorado 81425, referred to herein as Lessor, and \_\_\_\_\_, referred to herein as Lessee.

Lessor leases to Lessee and Lessee leases from Lessor, for the term of this agreement, RV Pad / Tent Space / Cabin No. \_\_\_\_ of the Uncompahgre River RV Park and being hereafter referred to as Tenant Space (whether one or more), and pursuant to the following terms and conditions:

1. **Rent:** Lessee agrees to pay as rental \$ \_\_\_\_ daily / weekly / monthly for Tenant Space(s) beginning \_\_\_\_\_, 201\_\_ through \_\_\_\_\_, 201\_\_ payable without demand, either by credit card, cash or check upon check-in and thereafter on the 1<sup>st</sup> day of each month.
2. **Utilities:** Lessor shall pay for all water, electricity, cable, and internet and other utilities supplied.
3. **Assignment and Subletting:** Lessee shall not sublet the Tenant Spaces, or any part of the Premises, or assign this agreement without Lessor's prior, express, and written consent.
4. **Default:** Any failure by Lessee to pay rent or other charges promptly when due or to comply with any other term or condition of this agreement shall, at the option of Lessor, promptly terminate this tenancy and forfeit all rights of Lessee under this agreement.
5. **Maintenance and Redelivery of Tenant Space:** Lessee shall keep and maintain the Tenant Space in a clean and sanitary condition at all times, and on the expiration or earlier termination of the tenancy shall surrender the Tenant Space to Lessor in as good condition as when received, ordinary wear and tear and damage by the elements excepted.
6. **Effect of Holding Over:** The parties agree that any holding over by Lessee under this agreement, without Lessor's written consent, shall be a tenancy at will which may be terminated by Lessor in accordance with applicable law. Rent payable during an unauthorized holding over shall be at 150% of rental fees as described in Paragraph 1.
7. **Indemnification:** Lessee shall indemnify, defend, and hold Lessor harmless from any and all claims and damages (including reasonable attorney's fees and costs) arising from Lessee's use of the Tenant Space or from any activity permitted by Lessee in or about the Tenant Space unless caused by the gross negligence or willful misconduct of Lessor. Lessee shall further indemnify, defend, and hold Lessor harmless from any and all claims and damages (including reasonable attorney's fees and costs) arising from any breach or default in the terms of this agreement or arising from any act, negligence, fault, or omission of Lessee and from and against any and all costs, reasonable attorney's fees, expenses, and liabilities incurred on or about such claim or any action or proceeding brought on such claim. In case any action or proceeding shall be brought against Lessor by reason of any such



claim, Lessee, on notice from Lessor, shall defend it and hold Lessor harmless at Lessee's expense by counsel approved in writing by Lessor.

8. **Mandatory Arbitration:** Any dispute under this agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect. Arbitration shall be conducted Montrose County Colorado.
9. **Governing Law:** This agreement shall be governed by, construed, and enforced in accordance with the laws of the state of Colorado. Venue and jurisdiction is Montrose County, Colorado.
10. **Waivers:** Waiver by Lessor of any breach of any covenant or duty of Lessee under this agreement is not a waiver of a breach of any other covenant or duty of Lessee, or of any subsequent breach of the same covenant or duty.
11. **Counterparts:** If this agreement is executed in multiple counterparts, all counterparts taken together constitute this agreement. Copies of signatures to this agreement are effective as original signatures.

## Uncompahgre River RV Park Rules

- **QUIET TIME:** 10 p.m. / 7 a.m. – please be considerate of others. No loud music at any time. No windchimes
- **CHECK-OUT TIME IS Noon** - Due to previous reservations, if you plan on staying longer, the earlier you re-register, the better your chance of keeping your site.
- **SPEED LIMIT:** Please observe a speed limit of no more than 5 mph.
- **SEWER:** Sewer connection – a positive sewer seal at both ends of sewer hose is required. Colorado law requires that a sewer hose must be fastened using a connector or a rubber donut.
- **PETS:** Lessees must provide proof of current Rabies vaccination. Dogs must be prevented from excessive barking. Please maintain control of your pets. The limit is for only 2 pets allowed on leash. Owners must clean up after their pets. Do not leave pets tethered on a leash or chain or in a pen outside overnight or when you are absent. Absolutely no pets other than service animals are allowed in the office or laundry! The same rules apply for cats as for dogs. Cats are inside pets only. If outside, they must be on a leash with the owner at all times. These rules are for health reasons as well as the respect for others. **NO AGGRESSIVE DOGS ARE ALLOWED IN THE PARK.**
- **WILDLIFE:** Feeding or approaching stray animals or wildlife is strictly prohibited.
- **TRASH:** Dumpster located in the park is for personal trash only. All garbage must be bagged & tied, boxes broken down. DO NOT leave trash outside by your RV. Cleanliness of the park is important to



us. Sites are to be kept clean and orderly, as determined by management. Please leave the bath and laundry building as you would like to find them. If they are in need of attention, please notify the manager. Washing vehicles in the park is prohibited, however; keeping your RV clean and in good repair is required.

- **Internet:** Wireless Internet is for our guests. Uncompahgre River RV Park is not responsible for the operations of this Service. Please note that the internet service to the area does not have the capacity for streaming of movies or long videos.
- **NO FIREWORKS ALLOWED. NO OPEN FIREARMS DISPLAYED. NO OPEN PIT FIRES ALLOWED.**
- **PARKING:** Two vehicles only per RV space if your space is large enough. Please park parallel to your RV out of the main drives.
- **CLOTHES LINES ARE NOT ALLOWED. ELECTRIC SPACE HEATERS ARE NOT ALLOWED OUTSIDE. NO CHEATER BOXES OR PIGTAILS ALLOWED.** Uncompahgre River RV Park is not responsible for any electrical components on RV's.
- **CONDUCT:** Disorderly conduct, drunkenness, illegal drugs, obscene language, obnoxious, disruptive or vulgar behavior will not be tolerated. They will be reason for immediate eviction without refund.
- **SMOKING POLICY:** Tobacco smoking is allowed only within designated areas or within five feet of your RV/cabin/tent.
- **CANNABIS POLICY:** Public consumption of marijuana or cannabis products within the park is strictly prohibited.
- **DRUGS:** Illegal drugs of any form are prohibited on the property of Uncompahgre River RV Park. Person(s) caught in violation of this rule are subject to immediate eviction without a refund. Person (s) knowing of any illegal activity are encouraged to notify the management immediately. Any information reported will be strictly confidential.
- **LIABILITY:** All park facilities and equipment of the park is intended for the convenience of the guests. Any and all persons using the facilities do so at THEIR OWN RISK and consent. The park management is NOT RESPONSIBLE for accident due to fire, theft, wind, flood, personal negligence, acts of God or other unfortunate circumstances. The registered guest is financially responsible for all individuals or pets at their site for, and any/all damage to the park.

**These rules are for the health, cleanliness, legality and welfare of all.**

**MANAGEMENT RESERVES THE RIGHT TO EVICT OR REFUSE SERVICE TO ANY PERSON OR PERSONS WHO BREAK OR DISREGARD ANY RULES WITHOUT REFUND. MANANGEMENT**



**RESERVES THE RIGHT TO REFUSE SERVICE TO ANYONE. MANAGEMENT RESERVES THE RIGHT TO MAKE CHANGES TO THE RULES, REGULATIONS AND FEES WHEN NECESSARY.**

We know most RV'ers to be some of the most helpful, honest and kind people in the world with good common sense, needing no written rules as they already honor the welfare and rights of others. These rules are to guide those who do not yet respect the property and rights of others.

**THIS PROPERTY IS UNDER 24 HOUR VIDEO SURVEILLANCE. EQUIPMENT IN USE IS TO AID IN THE PROSECUTION OF ANY CRIMES COMMITTED AGAINST THIS BUSINESS.**

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

**LESSOR:** Uncompahgre River RV Park

**LESSEE:** \_\_\_\_\_

Print Name/Phone Number

\_\_\_\_\_

Signature/Date

=====