

**MOUNTAIN VIEW TRAILER PARK**  
**SPACE RENTAL AGREEMENT**

This agreement is made by and between **Mountain View Trailer Park**  
{“Landlord”} and the undersigned Tenants ("Tenants").

1. PREMISES

Landlord hereby leases to Tenant the following described space, upon the terms and conditions set forth in this Agreement.

Space No. \_\_\_\_\_, \_\_\_\_\_

Upon execution of this Agreement, Tenant acknowledges he/she has inspected the space and accepts same in good repair and condition.

2. TERMS

The term of this agreement shall be month-to-month commencing on The 1st day of January, 2023 until terminated as hereinafter provided.

3. RENT, PAYMENT AND CHARGES

- a. Rents for the space are payable monthly in advance on the first day of each calendar month. Rent for the premises shall be \$ 200.00 per month. The first month's rent may be prorated. Partial payment of rent will not be accepted by the landlord and failure to pay entire amount of rent when due constitutes a breach of the Rental Agreement. The monthly base rent may be increased according to Nevada Revised Statutes 1188.

- b. Rent shall be paid by check, draft or money order payable and delivered to the Landlord. This can be done via mail to P.O. Box 1627 Tonopah, NV 89049 or taken to the drop box located at 735 Knapp Ave on the corner of 1<sup>st</sup> street in Tonopah.
- c. In the event monthly rent is not paid in full on or before the 5<sup>th</sup> day of the month when it is due, an additional fee will be charged and added to rent due, in the amount allowed by N.R.S. 118B after the 5<sup>th</sup> day of the month that the rent became due, and continuing until payment in full of rent and late charges.
- d. A service charge of thirty-five (\$35.00) will be imposed for each check dishonored for any reason. Dishonored checks cannot be re-deposited and must be replaced by cash, cashier's check or money order. The replacement funds must include the (\$35.00) service charge and applicable late charge due through the replacement date. Landlord reserves the right to refuse personal checks in the event Tenant has two checks dishonored by the bank.

4. USE AND OCCUPANCY

The mobile home and the premises shall be used only for private residential purposes, and no business or commercial activity of any sort shall be conducted thereon. Occupancy of the premises shall be limited to two (2) individuals per bedroom plus one (1) or as may be regulated by Nevada or Federal Law.

The name of person who are to occupy the mobile home are:

1.) \_\_\_\_\_ Age \_\_\_\_\_

2.) \_\_\_\_\_ Age \_\_\_\_\_

3.) \_\_\_\_\_ Age \_\_\_\_\_

4.) \_\_\_\_\_ Age \_\_\_\_\_

A tenant who lives alone may allow one other person to live at the space. Guests visiting tenants must register with the Park Office within forty-eight hours after arrival, Sundays and Holidays excluded. A guest may not stay with a tenant more than sixty (60) days in a calendar year unless they register and are accepted by the Park as an additional Tenant.

#### 5. RESTRICTION ON PETS

No exotic pets, including but not limited to snakes, reptiles, pigs, ferrets and the like. The park will allow one dog or one cat.

#### 6. TENANT MAINTNANCE

Tenant shall maintain the space in a clean, attractive and well-kept manner. Tenant shall not store, collect, or keep upon any materials except standard patio furniture and/or barbeque. Also, **NO** inoperable, unlicensed or "junk" vehicles shall be stored or parked on the space.

The Park will maintain any fence or block wall that has been provided by the Park. Fencing or block walls damaged by Tenants neglect or willful destruction shall be repaired at Tenant's expense.

If Tenant fails to perform any of its obligations under this paragraph, Landlord may, but will not be required to, perform such obligations and Tenant shall pay, as addition to rent, a reasonable charge therefore.

#### 7. TENANT ACCESSORIES, ADDITIONS AND/OR APPURTENANCES

Tenant must provide the following minimum Accessories:

- a. Skirting
- b. Stairs, steps (Front and Back)
- c. Insulation and heat tape for water and sewer lines

Tenant may provide the following Accessories:

- a. Porches, patios & deck
- b. Carport awning
- c. Patio awning
- d. Shed (1)
- e. Fences (as required by Park)

Tenant has sixty days from the time of moving into the home to install the minimum accessories. The foregoing minimum accessories may be modified as necessitated by the configuration or dimensions of the space.

#### 8. ASSIGNMENT, SUBLETTING AND RENTING

Tenant shall not assign or sublet the premises, or any part thereof without the prior written consent of the Landlord. Landlord reserves the right to refuse consent to any assignment or sublease and to require the Tenant's proposed assignee and sublessee enter into a separate rental agreement directly with Landlord prior to Landlord's termination of this Rental Agreement. In the event the Landlord consents to sublease, the Tenant and the proposed sub-tenant shall be required to execute a Sub-Rental Agreement provided by the Landlord. This provision shall apply whether or not Tenant has sold the mobile home situated upon the premises and the proposed or sub-lessee is the buyer of the Tenant's mobile home.

#### 9. SALE OF HOME

Tenant may sale his mobile home at any time pursuant to the rights and obligations of Tenant and the Landlord under application law. Tenant must, notify the Park in writing of the intention to sell his or her mobile home. The prospective buyer must do the following before occupying the mobile home: (1) Complete an application for tenancy;

(2) Be accepted by the Landlord; (3) Execute a Rental Agreement or other agreement for the occupancy of the space; (4) Execute and deliver to the Landlord a copy of the then effective Park's Rules and Regulations and other residency documents and (5) Upgrade or repair the mobile home if it does not meet Park Standards. IF THE PURCHASER FAILS TO DO ANY OF THE FOREGOING OR FAILS TO EXECUTE THE PARK'S RENTAL AGREEMENT, HE or SHE SHALL HAVE NO RIGHTS OF TENANCY. ANY OTHER OCCUPANT OF THE MOBILE HOME MUST FOLLOW THE SAME PROCEDURES TO QUALIFY FOR TENANCY.

#### 10. REMOVAL UPON SALE

The Park may, in order to upgrade the quality of the Park, require the removal of mobile home from the Space upon their sale to a third party, or termination of this Agreement in accordance with Rules and Regulations of the Park and N.R.S. 118B.

#### 11. RULES AND REGULATIONS

Tenant hereby acknowledges that prior to entering into this Agreement, Landlord delivered to Tenant a copy of the Rules and Regulations for the Park related to the use and occupancy of the Premises and the Park. The Tenant has read and understands and agrees to abide by said Rules and Regulations as they may be amended from time to time by Landlord, with notice to Tenant. A copy of current Rules and Regulation is attached to this Rental Agreement and it is incorporated herein as though set forth in full. Tenant and all other occupants and guests shall comply with said Rules and Regulations and the terms of this Rental Agreement. Any breach of said Rules and Regulations shall be treated as a breach of the Rental Agreement and subject to termination proceedings as allowed by Nevada Law.

#### 12. TERMINATION OF TENANCY BY LANDLORD

The Landlord may terminate this Rental Agreement and demand the Tenant vacate the Premises for any continuing breach of this Rental Agreement or the Park Rules and Regulations. Any termination must be in accordance with Nevada Law.

GROUNDS FOR TERMINATION, BUT NOT LIMITED TO:

- a. Non-payment of rent or repeated failure to pay rent in a timely manner.
- b. Any conduct that annoys or interferes with other residents peaceful enjoyment, or management's ability to operate the Park, or violation of a law or ordinance.
- c. Failure to keep the Premises neat and orderly.

13. TERMINATION BY TENANT

Tenant may terminate this Rental Agreement and the tenancy created hereunder by giving at least thirty (30) days advance written notice of such termination, specifying the exact date thereof, to Landlord.

14. LANDLORD'S RIGHT TO ENTRY

Tenant shall permit Landlord and its agents and employees to enter upon the described Premises at all reasonable times for the purpose of inspection, maintenance, repair, emergencies, or posting notices, without any liability by Landlord for loss of quiet enjoyment.

15. LEGAL FEES

To the extent permitted by law, if Landlord retains the service of an attorney to successfully enforce any of the obligations in this Agreement or the Rules and Regulations, Tenant shall pay Landlord's reasonable attorney fees and costs incurred in connection therewith.

16. WAIVER

No waiver by Landlord of Landlord's right to enforce any provisions hereof after any default on the part of Tenant shall be deemed a waiver of Landlord's right to enforce each and all of the provisions hereof upon further or other default on the part of Tenant. The acceptance of rent hereunder shall not be, or constructed to be, a waiver of any breach of any term, covenant or condition of the party's Rental Agreement or the Park's Rules and Regulations, or shall it reinstate, continue or extend the term of Tenant's Rental Agreement or effect any notice, demand, or suit thereunder.

17. MODIFICATION OF RESIDENCY DOCUMENTS

Landlord may, pursuant to the rights granted to it by this Agreement or the Nevada Revised Statutes or any other law now in effect, modify, amend, or otherwise change any term, provision, rule or regulation contained in this Agreement, the Rules and Regulations or in any document referred to herein. In the event Landlord does amend this Agreement and/or the Rules and Regulations, said amendment will be instituted in accordance with the notice Provisions of the Nevada Revised Statutes.

18. ENTIRE AGREEMENT

This Rental Agreement and the documents referred to herein constitute the entire Agreement between Tenant and Landlord pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. A subsequent modification or amendment of this Rental Agreement shall not be binding unless it is executed in writing by the Landlord and Tenant.

19. SAVING CLAUS

Each provision of this agreement is separate and distinct and individually enforceable. In the event any provision is declared to be unlawful, the enforceability of all other provisions shall not be affected.

20. RULES AND REGULATIONS, STATUTES

Tenant acknowledges receipt herewith of a copy of the Rules and Regulation, a copy of 118B, and the Park Owner's name and address and that of his authorized agent.

Dated \_\_\_\_\_

Mountain View Trailer Park

Michael and Angie Peterson, Owners

P.O. Box 1627

Tonopah, NV 89049

775-277-0637

Tenant \_\_\_\_\_

Tenant \_\_\_\_\_