



Site Rental Agreement

This Agreement is entered into on the _____ day of _____, _____ by and between LMNRA Guest Services LLC, (dba) _____ authorized by the National Park Service, hereinafter referred to as "Concessioner", and _____, herein after referred to as "Tenant." This Agreement supersedes all other Agreements, both oral and written.

1. **CONSIDERATION:** In consideration of the sum of (\$ _____) per month, payable in advance the first day of each month, the Concessioner agrees to furnish to the Tenant, Trailer Site # _____

a. The rent for the Premises shall be payable by the Tenant to the Concessioner at the following address:

Property Name: _____
Address: _____
Address: _____

Rent forwarded by mail shall not be deemed paid until it is received by the Concessioner.

b. If rent is not paid within ten (10) days of the first day of the month, a late fee of ten percent (10%) shall be due from Tenant to Concessioner, and shall be payable with the monthly rental, in addition, the Tenant agrees to pay \$15.00 for each dishonored check. The first month's rent shall be payable at the time of execution of this Agreement. Tenant further agrees to pay Concessioner any excise, sales, or privilege tax imposed or levied by any governmental agency upon the Concessioner pursuant to this Agreement.

c. The Concessioner may, at any time, increase rent, based on National Park Service approval, subject to thirty (30) days written notice by the Concessioner to the Tenant.

2. **TERM:** The term of this Agreement shall commence on _____ and shall continue month-to-month subject to a thirty-day (30) written, no-cause notice of termination by the Concessioner or Tenant. Unless the trailer is to remain on-site upon an approved sale, then upon termination of this Agreement, Tenant shall remove the trailer and personal property from the site within thirty (30) calendar days. Upon failure to remove the trailer and personal property, the Concessioner may arrange for removal and the Tenant will be held liable for all costs incidental thereto, including, but not limited to:

a. Reasonable rent, not in excess of four (4) times the normal rate charged per day for the site, for the period that the trailer is within the trailer village beyond the term of the Agreement.

b. All hauling, storage and attorney's fees and court costs incidental to the removal of Tenant's property.

3. USE AND OCCUPANCY:

a. The site shall be used solely for **Intermittent Recreational and Noncommercial** purposes, occupied only by the Tenant and the other following named occupants:

1. _____
2. _____

b. **INTERMITTENT RECREATIONAL USE IS DEFINED AS OCCUPANCY OF THE TRAILER FOR NO MORE THAN 180 DAYS IN A CALENDAR YEAR.**

c. The Premises shall be used solely as the site for the trailer. Tenant warrants and represents to the Concessioner that the following information is accurate with respect to the Trailer:

Name and address of Trailer's legal owner: _____

Make of Trailer _____

Model of Trailer _____

Year of Manufacture _____

Size of Trailer (length and width) _____

Serial Number _____

Name and address of lien holder (if any) _____

- d. Tenant agrees to notify Concessioner within ten (10) days of any changes in the above information, the release of any lien on the Trailer, or the creation of a new lien on the Trailer. If Tenant wishes to replace the trailer described above, the replacement must be approved in **writing** by the Concessioner before the new trailer is purchased for placement or placed on the site.
- e. Use of the trailer for commercial or permanent residential purposes terminates this Agreement. The Tenant hereby attests that the trailer shall not be used as a residence and that the physical address of their primary residence is:

Primary Residence Address _____

Telephone Number _____

Mailing Address (if different than street address) _____

Emergency Contact Number _____

Tenant will provide a utility bill and driver's license that have addresses matching the address listed as the tenant's Primary Residence Address upon request. Any other type proof of residence will be sent to the National Parks Service for review and approval.

- f. No one may occupy the Premises as "caretakers." No other person(s) may occupy the Premises, unless the Tenant is in occupancy, and the guest(s) may not occupy the Premises for more than thirty (30) consecutive days without the express written consent of the Concessioner.

4. DEPOSIT: Contemporaneously with the execution of the Agreement, Tenant has deposited with the Concessioner the sum of _____ as security for the Tenant's full performance of all the terms, covenants and conditions of this Agreement. Such security deposit shall be returned to the Tenant, without interest, upon the termination of this Agreement, provided the Tenant has fully complied with all the terms of the Agreement. Concessioner may use from the deposit such amount as is reasonable and necessary to remedy the Tenant's defaults in payment of rent, to repair damage caused by the Tenant, and to clean the space. Security deposit, or balance thereof, shall be mailed to Tenant within thirty (30) days of surrender of the space.

5. ASSIGNMENT: No right of the Tenant under this Agreement may be assigned; nor shall any portion of the Premises be sublet in any fashion.

6. UTILITIES:

- a. Concessioner agrees to supply the Premises with water and sewer hookup facilities and to be responsible for seeing that these hookups are in operating condition to the point of the site connection.
- b. Tenant shall be responsible for providing approved types of connections to hookup utilities to the Trailer site. Electrical connections to the meters shall be of adequate size and shall be properly grounded and weatherproofed. Tenant shall be responsible for all lines from the point of connection at the site, inclusive of all utility lines within the trailer. Responsibility for payment of utilities shall be as follows:

Water - Included	Electricity - Tenant
Gas - Tenant	Sewer - Included
Cable - Tenant	

7. SET-UP REQUIREMENTS: Tie downs are required on all trailers in accordance with federal, state and local requirements, and must be installed prior to unit being occupied. The Concessioner has the right to require Tenant to install additional reinforcements if necessary.

8. SITE IMPROVEMENTS: Any improvements to the site, including landscaping and exterior work on the trailer, must be submitted to the Concessioner in writing, for approval PRIOR to installation. A scale drawing of the requested improvement, itemization of materials to be used, and a completion date must be included in the submittal. Improvement(s) shall be installed/constructed as approved in writing by the Concessioner.

9. DEFAULT: It is expressly agreed that, if default is made in payment of the rent, in any of the terms; conditions and covenants to be kept, in any of the rules or regulations now, or hereafter established, or if the Premises are deserted or vacated, it shall be the right of the Concessioner to exercise any and all right and remedies available at law or in equity. In the event of default, and any suit or judgment, the prevailing party shall be entitled to attorney's fees.

10. HOLD HARMLESS: The Concessioner is not considered to be an insurer of, or responsible for, the property or person of the Tenant, other occupants, or guests. The Agreement is for the use of the space only. Concessioner shall not be held responsible for the safety, care, custody; control or protection of the trailer or personal property. It is expressly agreed that the Tenant shall carry liability insurance against the hazards of injury to others and to property. The National Park Service and the Concessioner have the right to enter the site for compliance with any provision of this Agreement. The Tenant agrees to hold harmless the Concessioner and the United States Government for damage or loss to the trailer or personal property whether by fire, theft, collision, or by acts of God.

11. CONDUCT: The Tenant agrees that his/her conduct and that of other occupants and guests shall not be disorderly, boisterous or unlawful. No one shall infringe upon the rights or disturb the comforts or conveniences of another person in the trailer village. Concessioner may regulate, limit or prohibit motorcycles, bicycles, tricycles, skateboards, golf carts and inoperative vehicles. The Tenant shall NOT engage in any business or commercial enterprise whatsoever at any place within the trailer village during the term of this Agreement.

12. PETS: Pets are permitted; however, they must always be confined or leashed. Tenant shall adhere to LMNRA Guest Services' "Pet Policy." The Concessioner may order the removal of a pet from the trailer village if, in the Concessioner's sole opinion, such removal is necessary for the orderly and peaceful operation of the trailer village.

13. MAINTENANCE AND UPKEEP: Tenant is responsible to maintain his/her trailer and trailer site in a neat and orderly condition subject to the **National Park Service Operating Standards for Trailer Villages (Long-Term)**, the **Lake Mead NRA Supplemental Elements** to those standards and any, and to **LMNRA Guest Services LLC Rules and Regulations**. Tenant must make any and all repairs, when necessary, within thirty (30) days or sooner if

required to meet the standards set forth in the NPS Operating Standards for Trailer Villages, the Lake Mead NRA Supplemental Elements, and the LMNRA Guest Service LLC Rules and Regulations. If the Tenant fails to maintain his/her trailer or site in an acceptable condition, the Concessioner is entitled to charge additional fees (based on rates approved by the National Park Service) to perform any work required to maintain the trailer or site.

- 14. **SALE OF TRAILER:** Tenant agrees to obtain approval from the Concessioner before selling his/her trailer, if it is to remain on-site within the trailer village. The Tenant shall comply with all written rules and regulations governing the appraisal and sale of the trailer.
- 15. **ILLEGAL USE:** Tenant shall not use the Premises in violation of any government laws, policies or standards.
- 16. **DISPUTE RESOLUTION:** If a dispute arises relating to the parties hereto which cannot be resolved by good-faith negotiations, **LMNRA Guest Services LLC**, and I agree that in order to promote to the fullest extent reasonably possible a mutually amicable resolution of the dispute in a timely cost-effective manner, we will **WAIVE OUR RESPECTIVE RIGHTS TO TRIAL BY JURY AND RESOLVE OUR DISPUTE BY SUBMITTING THE CONTROVERSY TO BINDING ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) and Guest Services’ Dispute Resolution Policy.** (Copies of which are available upon request.) In the event arbitration, including, but not limited to, attorney’s fees and costs of administration of the arbitration proceedings, and any costs and attorneys’ fees incurred in executing on or enforcing the arbitration award. The county where the rental site is located shall be the sole and exclusive place for jurisdiction and venue for resolution of any dispute between the parties hereto.
- 17. **ACKNOWLEDGMENT:** Tenant(s) acknowledge(s) by signing below that he/she has read the full text of this **Site Rental Agreement**, and that he/she has received a copy of the **Operating Standards for Trailer Villages (Long-Term)** with the **Lake Mead NRA Supplemental Elements** to those standards issued by the **National Park Service**, and a copy of the **LMNRA Guest Services LLC Rules and Regulations**. The Tenant(s) and all guests shall comply with all written rules and regulations of the trailer village, which shall be considered to be a part of the Agreement. The **Operating Standards of the National Park Service** and the Concessioner Rules and Regulations, copies of which are attached, are a part of this Agreement. All written rules and regulations may be changed and will take effect after a thirty-day (30) notice. Tenant(s) acknowledges that the State of _____ **Mobile Home Park Law** does not apply to public recreation land within **Lake Mead NRA** and Tenant is subject to expedited Summary Eviction procedures provided to Concessioner as an ordinary Landlord under _____ law.

Executed this day and year as written above.

LMNRA GUEST SERVICES, LLC dba

Property Name: _____

TENANT

By: _____
Title: Authorized Agent

TENANT
