

RV STORAGE AGREEMENT

THIS RV STORAGE AGREEMENT ("Agreement") is executed this _____ day of _____, 20____ by and between, MHC NAC, L.P. owner ("Owner" (name of entity that owns the RV Resort)) and _____, RV Storage Facility Lot occupant ("Occupant") whose permanent address and alternate contact and address are as follows:

Occupant Contact Name (Please Print)	Alternate Contact Name (REQUIRED)	
Occupant's Address	Alternate's Address	
Occupant's City/State/Zip Code	Alternate's City/State/Zip Code	
Occupant's Hm Telephone #	Wk Telephone #	Alternate's Telephone #
Emergency Contact	Emergency Telephone	

Legal Owner or Lienholder on Registration/Title:

Name	Wk Telephone #	Phone
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This Storage Agreement is for the rental of the Storage Lot # ("Lot") within the Park located at: MHC NAC, L.P. (the "Park").

It is agreed by Owner and Occupant (collectively referred to as the "Parties") that the Lot is to be rented by Occupant from Owner for the Storage of the following personal property:

Type of vehicle: camper, RV, boat, trailer (hereinafter referred to as "Vehicle"): _____

Make	Model	Year
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Occupant's Hm Telephone #	Wk Telephone #	Alternate's Telephone #
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Occupant Initials: _____

Conditional document to present to management for the execution of this Storage Agreement:

- Personal Identification Documents: (Driver's License, Passport, Birth Certificate)
- Vehicle Registration
- Proof of Insurance (requirements set forth below)

1. It is agreed by and between Owner and Occupant that the Parties have entered into this Agreement for the purpose of renting the above-stated Lot within the RV Storage Facility as herein described and with the express understanding and agreement that no bailment or deposit of goods for safekeeping is intended or created hereunder. Owner rents to Occupant and Occupant rents from Owner the above-noted Lot located at the below referenced address of Owner. Occupant acknowledges and agrees that the Lot and the common areas of the RV Storage Facility are satisfactory for all.

purposes for which Occupant shall use the Lot or the common areas of the RV Storage Facility. Occupant shall have access to the Lot as follows: _____

2. Storage rent shall be payable by Occupant on the first (1st) day of each month, in advance at the rate of \$_____ per month. A late fee of \$50.00 (fifty dollars) per month will be charged if the Storage Rent remains unpaid 5 days after it is due. For any check or other payment not honored by Occupant's bank or other financial institution for any reason, there shall be a charge of \$25.00 for the first dishonored payment, and \$35.00 for any subsequent dishonored payments, which amounts shall constitute additional Storage Rent pursuant to this Agreement.

3. The Occupant shall pay Owner on a monthly basis. A prorated amount will be applied if Agreement is signed on a date later than the 1st. This applies to the signing period only. Occupant shall pay Owner on a monthly basis the amount due which is shown above, due on the first (1st) day of that month. Occupant understands and agrees that under no circumstances will Occupant be entitled to a refund of the first month's rent paid upon execution of the Agreement, and, thereafter, if this Agreement terminates other than on the last day of the month. Occupant shall not be entitled to a refund of a pro rata apportion of the rent for the month in which the termination occurred. The monthly rent and/or charges may be adjusted by Owner, and will not be obligatory until thirty (30) days after written notice of the fee change has been sent to the Occupant. Any such adjustments to fees and charges shall not otherwise affect the terms of this Agreement and all other terms shall remain in full force and effect.

4. Termination and Notices: Either party may terminate this Agreement by giving the other party thirty (30) days written notice of such termination mailed via USPS – first-class mail, postage prepaid to:

Owner at the following address: Attn: _____

("Owner Address")

and to the Occupant at the Occupant Address stated above or as follows: _____

In the event of such Termination Notice, Owner agrees to remove the Vehicle and all other items from the Lot and RV Storage Facility. Occupant also agrees that such termination by Owner may be at Owner's sole discretion and may be revoked by Owner for or without cause. Any notice served pursuant to this Agreement to the addresses for Owner or Occupant as set forth herein shall be deemed served five (5) calendar days after mailing. Owner or Occupant may change their address for notices pursuant to this Agreement by providing notice of an updated address to the other party in writing.

5. No Guaranteed Right or Tenancy Right regarding RV Storage Facility: The Lot is to be used for STORAGE of the Vehicle and/or items listed only and shall in no way be used for human habitation or to establish a tenancy under any California law, including, but not limited to any landlord tenant laws, the Mobilehome Residency Law or the Recreational Vehicle Park Occupancy Law or effect or be part of any tenancy rights that Occupant may have at the Park. Occupant understands that there is no "right" to use or have access to this RV Storage Facility at all times and will be able to utilize the RV Storage Facility only if it continues in existence and/or there are spaces available at the time Occupant enters into the Agreement. The existence or right to use the RV Storage Facility is in no way part of the tenancy or rental agreement for tenancy that Occupant may have with the Park and is not to be considered a "service" or benefit that accompanies the lease or rental agreement Occupant may have with the Park in any way. The removal of RV Storage Facility from its current location in the Park and/or the unavailability of the RV Storage Facility at any time will in no way be considered a reduction in services. Occupant understands and agrees that Occupant's tenancy or rental agreement in the Park, if applicable, in no way guarantees a right to utilize the RV Storage Facility. The RV Storage Facility exists solely separate from the Park and payment for tenancy rights in the Park in no way instills any right upon Occupant to the use of or existence of the RV Storage Facility.

6. Hours: The Storage Area hours will be posted and open during reasonable times and hours, as dictated by Owner. These hours may change from time to time, as needed and Occupant understands and agrees that these reasonable RV Storage Facility hours are at the sole discretion of Owner. Occupant understands and agrees that the payment of storage rent in no way guarantees absolute access to the Lot or RV Storage Facility during specific days/hours, but guarantees only a reasonable access to the Lot and RV Storage Facility at Owner's discretion. As long as there is reasonable access provided to Occupant, Occupant understands and agrees that Owner has complied with the terms of this Agreement.

7. Default: Failure to obey the terms of this Agreement will cause Owner to provide to Occupant a Notice to Comply and to immediately cure the problem/comply with these terms of this Agreement. If Occupant fails to immediately comply with Owner's

Occupant Initials: _____

request within a reasonable time, but no more than three (3) days after receipt of the Notice to Comply, Owner may remove the Vehicle and other personal items of Occupants at the Occupant's expense and withhold said expenditures from the security deposit held by Owner.

In case of default in payment of rent by Occupant or breach of any other covenant of this Agreement, Owner is authorized to seize and take possession of Occupant's Vehicle and other personal property on the Lot, to store at the expense of Occupant or to sell same at public or private sale upon such notice as may be required by law, and in the event of sale, to apply such portion of the proceeds there from as payment of rent or other indebtedness hereunder to Owner as is necessary to pay same. Occupant agrees that if Occupant is in default, Owner may sell the goods or RV according to the procedure for sale of goods subject to a lien set out in California Business and Professions Code Sections 21700 et seq. Owner may also tow the Occupant's Vehicle pursuant to applicable law. Any Notices shall be deemed served under this Agreement if they are mailed regular mail to the Occupant Address listed above for Occupant. As set forth above, any such notice is deemed served five (5) calendar days after mailing.

8. Emergency Access/Removal: In the event of an emergency situation or if Occupant's violation of a term of this Agreement constitutes an imminent health and safety issue or hazard, Owner shall have the right to immediately remove the Vehicle and/or any personal property on the Lot at Occupant's expense in order to abate the health and safety issue or hazard without providing prior Notice to Occupant. Owner should attempt to contact and notify Occupant prior to removal of the Vehicle and personal property if the situation allows. Occupant hereby grants Owner and/or its employees and agents access to and authority to move, operate or enter the Lot and Vehicle in case of emergency or for the purpose of performing such acts as Owner, in its sole discretion, may deem necessary for the safety of the Vehicle, Lot or RV Storage Facility, and Occupant shall hold Owner harmless with respect to any acts performed or omitted by Owner or its employees or agents while acting in such capacity.

9. Required Documents/Insurance: At the signing of this Agreement, Occupant shall furnish Owner with a copy of a current Vehicle registration, current proof of insurance and a copy of driver's license. Owner does not provide any insurance for Occupant's Vehicle or for any other items that Occupant stores on the Lot. Occupant understands that Owner will not insure against loss or damage to Occupant's Vehicle or other items stored on the Lot. Occupant shall at its own cost and expense obtain and maintain current insurance to the extent of at least 100% of the actual cash value of the goods stored on the Lot or RV Storage Facility covering all loss and/or damage caused by fire, water, theft, vandalism, or any other risk of any kind or nature. Occupant agrees to seek reimbursement for damages to said property solely from the proceeds of such insurance, and Owner and its principals, employees and agents shall not be responsible for any loss, theft, vandalism of any such property, or damage thereto caused by fire, water theft or any other risk. Occupant acknowledges the possibility of any such loss including fire, theft, damage and vandalism and hereby agrees any such loss shall be solely the responsibility of Occupant. Occupant expressly understands and agrees that Owner will not be responsible or liable for any loss or damage to Occupant's stored property. To the extent Occupant fails to obtain or maintain insurance Occupant will be deemed self-insured and to have assumed the risk of loss or damage.

10. Removal/Sale: Occupant agrees to give written notice to Owner within ten (10) days of any sale, transfer of ownership of Owner's Vehicle and must promptly provide a copy of the title or registration of the Vehicle to Owner. Occupant agrees not to remove or permit others to remove the Vehicle from the Lot or RV Storage Facility for the purposes of evading payment due or to become due to Owner.

11. Nonliability of Owner for Damage or Loss: The Lot and RV Storage Facility shall be used for such purposes at the sole risk of Occupant. Owner shall not be liable or responsible for the care or protection of the Vehicle (including but not limited to gear, equipment or contents), or for any loss or damage of any kind or nature to said Vehicle (including but not limited to gear, equipment or contents), however occasioned. Owner makes no representation or warranty of any kind as to the condition of the Lot or RV Storage Facility or its suitability for Occupant's purposes. Owner shall not be liable for and Occupant shall hold Owner free and harmless from any liability for any damage or destruction to the Vehicle or any gear, equipment, contents, fittings or fixtures thereon through fire, theft or any other cause and from any liability for deaths or injuries to persons or damage to property howsoever occasioned. Occupant will be responsible for any damage he or she may cause to the RV Storage Facility, the Lot or any property of the Park or other residents/guests of the Park or RV Storage Facility.

THIS AGREEMENT IS MADE ON THE EXPRESS CONDITION AND COVENANT THAT OCCUPANT AGREES TO RELIEVE OWNER AND ITS PRINCIPALS, EMPLOYEES, AGENTS, AFFILIATES, SUBSIDIARIES, DIVISIONS, PREDECESSORS, SUCCESSORS, REPRESENTATIVES, OFFICERS, DIRECTORS, AND THEIR SUCCESSORS AND ASSIGNS (THE "RELEASED PARTIES") FROM ANY AND ALL LIABILITY FOR NEGLIGENCE CAUSING ANY LOSS, HARM, INJURY, OR DAMAGE TO OCCUPANT'S PROPERTY WHATSOEVER OR INJURY TO ANY PERSONS INCLUDING OCCUPANT WHILE IN, UPON, OUTSIDE THE LOT OR RV STORAGE FACILITY, OR IN ANY WAY CONNECTED WITH OR ARISING OUT OF THE USE OF THE LOT OR RV STORAGE FACILITY DURING THE TERM OF THIS AGREEMENT OR ANY EXTENSIONS THEREOF OR ANY OCCUPANCY HEREUNDER. OCCUPANT AGREES NOT TO SUE OR MAKE ANY CLAIM AGAINST AND RELEASES THE RELEASED PARTIES, AND OCCUPANT HEREBY ASSUMES RESPONSIBILITY AND LIABILITY FOR ANY AND ALL DAMAGES, LOSS OR INJURY OF ANY KIND OR NATURE WHATSOEVER (INCLUDING BUT NOT LIMITED TO DEATH RESULTING THEREFROM) TO ALL PERSONS AND PROPERTY, WHETHER AGENTS OF OCCUPANT OR OTHERWISE, AND TO ALL PROPERTY CAUSED BY, RESULTING FROM, ARISING OUT OF OR OCCURRING IN CONNECTION WITH OCCUPANT'S USE OF THE LOT OR RV STORAGE FACILITY. OCCUPANT SHALL INDEMNIFY, DEFEND AND HOLD THE RELEASED PARTIES HARMLESS FROM AND AGAINST ANY CLAIM, LIABILITY, LOSS, DAMAGE, COST, AWARD, FINE, JUDGMENT OR EXPENSE INCLUDING REASONABLE ATTORNEY'S FEES AND LEGAL EXPENSES, WITH RESPECT TO OR ARISING OUT OF USE OF THE LOT OR RV STORAGE FACILITY OR IN ANY WAY CONNECTED WITH THE LOT OR RV STORAGE FACILITY OR THE STORAGE OF OCCUPANT'S VEHICLE. SHOULD ANY CLAIMS FOR DAMAGES OR INJURY (INCLUDING BUT NOT LIMITED TO DEATH) BE MADE OR ASSERTED, OCCUPANT AGREES TO AND DOES HEREBY ASSUME ON BEHALF OF THE RELEASED PARTIES, THE DEFENSE OF ANY ACTION AT LAW OR EQUITY WHICH MAY BE BROUGHT AGAINST ANY OF THE RELEASED PARTIES UPON OR BY REASON OF SUCH CLAIMS AND TO PAY ON BEHALF OF THE RELEASED PARTIES, UPON DEMAND, THE AMOUNT OF ANY JUDGMENT THAT MAY BE ENTERED AGAINST ANY OF THE RELEASED PARTIES. OCCUPANT ACKNOWLEDGES NO ONE MAY BE PRESENT ON SITE OF THE LOT OR RV STORAGE FACILITY AND OCCUPANT ASSUMES ANY & ALL RISKS.

Occupant Initials: _____

12. Maintenance of RV Storage Facility, Lot and Vehicle: All Vehicles as well as the RV Storage Facility and Lot shall be kept in a well-maintained condition. No debris, waste or other unsanitary materials may be kept on the Lot or around the Vehicle. All Vehicles will be kept in running condition, with current registration and insurance. Occupant shall not use the Lot or RV Storage Facility for any repairs or work on stored items or for any unlawful purpose. If Occupant violates this provision and/or other terms of this Agreement regarding the maintenance of Lot or Storage Facility, Owner reserves the right to perform any required maintenance/cleaning on the Lot and Storage Facility and charge Owner a reasonable fee for said maintenance that is needed due to Occupant's failure to comply with this Agreement, in order to return Lot and Storage Facility to its well-maintained status.

13. No Storage of Hazardous Materials or Substances: No hazardous material or other substances may be kept in, on or near the Vehicle, on the Lot or anywhere else in the RV Storage Facility that would constitute a violation of state, federal and local laws, including, but not limited to Health and Safety violations, fire hazards, or nuisances, such as anything giving off an offensive odor, an obnoxious sound, or unsightly appearance. The storage of any flammable orexplosive or dangerous materials or illegal drugs or property by Occupant is prohibited. No material may be stored in the RV Storage Facility that may be hazardous to the facility or anything contained therein. This prohibition shall specifically prohibit explosives, combustible materials, chemicals, odorous or other inherently dangerous materials. There will be absolutely no storing of firearms or ammunition on the Lot, Vehicle, or anywhere in the RV Storage Facility.

14. Miscellaneous Rules:

- a) No Alterations:** Occupant shall not make or suffer any alterations to the Lot or RV Storage Facility. Occupant accepts the Lot and RV Storage Facility as is, where is, with all faults and in good order. Owner will not be held responsible for any power outages or any unforeseen events beyond the reasonable control of Owner.
- b) No Waste:** Occupant shall not commit nor suffer to be committed any waste upon the Lot or RV Storage Facility, or any nuisance or other act or thing which may disturb the quiet peace of the Lot or RV Storage Facility.
- c) No Pets:** Pets or other animals (other than service animals) are not allowed in the Lot or RV Storage Facility and may never be stored in the Lot or RV Storage Facility.
- d) No Washing:** Washing or cleaning of stored items or the Vehicle is not allowed anywhere in the Lot or RV Storage Facility.
- e) No Security:** Owner does not provide security at the Lot or RV Storage Facility and Occupant assumes all risk incidental to security at the Lot and RV Storage Facility
- f) No access to utilities:** Owner discloses and Occupant acknowledges and understands that the Premises has no access to utilities, including, but not limited to: air conditioning, heat, propane, water, electric or other utility services and the RV Storage Facility is under no obligation to provide these services.
- g) No Assignment/Subleasing:** Occupant shall not assign, lease, or sublease the Lot or RV Storage Facility or any portion thereof.
- h) Conduct:** Occupant must behave in a reasonable and respectful manner at all times in the Lot and RV Storage Facility. Occupant may not engage in any conduct that disrupts the management and operation of the RVStorage Facility.

15. Abandonment: Owner's right following the abandonment of property by Occupant. The Owner may consider any personal property belonging to Occupant and left on the Lot or RV Storage Facility to have been abandoned, in which case Owner may dispose of all such property according to California law, including the sale, storage, or other disposition hereof, in which event Occupant hereby releases Owner of any liability whatsoever.

16. In the event any action shall be instituted in any court to enforce any covenant herein or to recover rent due or to recover possession of the Lot or any area of the RV Storage Facility for any default or breach of this Agreement, the prevailing party shall be entitled to their reasonable attorney's fees incurred.

17. The Occupant agrees to promptly notify Owner of any change of address or telephone number.

IN WITNESS WHEREOF the parties hereto have executed the Storage Agreement the day and year first above written.

_____ Owner/Agent of Owner	_____ Date
_____ Occupant	_____ Date
_____ Occupant	_____ Date
Occupant Initials: _____	