

Park Villas Association - Peppertree

Community Management Services, Inc.
1935 Dry Creek Road, Suite 203, Campbell, CA 95008
Phone (408) 559-1977 • Fax (408) 559-1970

R.V. Lot Rental Agreement

This rental agreement, executed on ____/____/____ by and between Park Villas Association - Peppertree, 1935 Dry Creek Road, Suite 203, Campbell, CA 95008, (408) 559-1977, herein called Owner; _____ and _____ herein called Tenant, who is an owner/resident at Park Villas Association - Peppertree of _____ San Jose, CA 95118. Home Phone: _____ Work Phone: _____

Owner, in consideration of payment of rents and performance of the covenants and agreements as hereinafter specified, by Tenant, leases to Tenant, the premises described as: Parking Space Number _____ situated in San Jose, California for a term commencing on this _____ day of _____ at the rental of \$35.00 per month.

Before Tenant uses space, Tenant shall pay space deposit of \$100.00 (first and last month rent) and supply the following instruction:

Vehicle description (Only RV's, Boats, Campers, other vehicles): _____

Year _____ Make _____ Model _____
License # _____ State _____

TERMS AND CONDITIONS OF RENTAL AGREEMENT

In addition, thereto, it is agreed as follows:

1. By entry, hereunder, Tenant accepts the premises as being in good order, condition, and repair, and agrees on the last day of occupancy to surrender to Owner said premises in the same condition as when received. Reasonable wear and tear thereof expected.
2. Tenant as a material part of the consideration for this lease hereby agrees to indemnify the Owner of said premises and hereby waives all claims against the Owner of said premises for damages to or theft or loss of goods, ware, and merchandise in or about the said premises from any cause arising during the term of this agreement.
3. Tenant acknowledges that he/she has read and agrees to abide by the rules, covenants, condition, and restrictions and regulation of Park Villas Association - Peppertree, and that the same shall be incorporated herein and become a part of the terms and conditions of his/her tenancy.
4. Tenant shall not violate any ordinances or laws regulating the use or occupancy of property nor shall any waste, nuisance, or hazard be allowed or maintained.

5. Notice of intention to terminate shall be given by Tenant in writing at least thirty (30) days prior to the date of termination, and at the time notice given. Tenant's rent must be paid current.
6. Tenant's failure to make current rental payments shall be deemed a breach of lease at the election of the Owner this tenancy thereupon may be terminated by Owner without notice to Tenant.
7. In the event of any breach of this lease by Tenant, Owner besides other rights of remedies, shall have the immediate right of re-entry and removal of all property from premises; such property may be removed and stored at a public warehouse or elsewhere at the cost of and for the account of Tenant.
8. Tenant shall pay a reasonable attorney fee in the event Owner commences an action or special proceeding for the enforcement of this agreement. For a declaration of interpretation of its provisions or the rights of either party hereunder, or to recover possession of the premises.
9. Each and every term, covenant, and agreement herein contained shall be deemed a condition hereof; Owner would not have entered into this agreement except in the sole reliance that Tenant shall fully perform each and every condition herein contained. No oral agreements have been entered into and this agreement shall not be modified unless the Association approves such modification.
10. Waiver by Owner of any term or condition of this agreement shall not continue a waiver of subsequent breaches.
11. All notices to Tenant shall be given in writing, addressed to Tenant at the premises, whether or not Tenant has departed from, abandons, or vacated the premises, notices to Owner shall be given in writing and addressed to Park Villas Association - Peppertree, 1935 Dry Creek Road, Suite 203, Campbell, CA 95008, (408) 559-1977.
12. The Lessee and/or Tenant agrees that the Association is not liable for accidents, lost, stolen or misplaced property.

 Tenant

 Date

 Tenant

 Date

 Park Villas Association – Peppertree BOD

 Date