



REGISTRATION AGREEMENT

This Auburn RV Resort Registration Agreement hereafter referred to as "Agreement", is made and executed this _____ day of _____, 20_____, by and between Auburn RV Resort, hereafter referred to as "Owner" and _____, jointly and severally hereafter referred to as "RVer".

TERM:

The term of this Agreement shall commence on: _____, 20_____, and terminate on: _____, 20_____. Monthly rates are based on 30-night periods. RVer shall vacate the Lot in the condition it was received. This Agreement does not create a tenancy or residency in favor of RVer. RVer must depart by the check-out time on the day indicated above. If RVer fails to timely pay amounts due, abide by the Rules and Regulations for RVers, or timely depart, a higher daily rate may accrue and Owner may provide RVer a three (3) day notice to vacate by personal service or posting the same on RVers RV and by sending the notice to RVers street or email address on file. Following the expiration of three (3) day notice period, Owner may remove and store or have removed RVers RV, vehicle and other property at RVers expense. The remedy described in this paragraph is in addition to any other rights and remedies Owner may have at law or in equity. The telephone number of the local traffic law enforcement agency is: CHP (916) 663-3344.

Upon approval of applicant, space availability, and receipt of payment the RV space will be issued to applicant. **All RVers must empty their black and gray water holding tanks upon entering the Park if any chemicals other than enzyme based or bacterial-based products are present in the tanks.**

Option to renew is not guaranteed and shall be at the sole discretion of Owner. Monthly rates and charges to be paid in full in advance. Late fees may be applicable if not paid in advance. No refunds for early departure. Failure to pay in advance may result in the rate changing to a Daily rate and/or eviction immediately thereafter. All monthly rent payments are due on the first. In the event RVer moves in other than the first, then rent shall be pro-rated to the first of the following month.

UTILITIES INCLUDED IN SPACE RENT:

Water, garbage, sewer, internet and electric are included for stays less than 30 days. Electric usage is sub-metered and billed to RVer for stays 30 days or more. Owner shall not be liable for, and RVer shall not be entitled to, any abatement or reduction of rent by reason of any failure to furnish any of the foregoing utilities, when such failure is caused by accident, breakage, repair, strikes, lockouts or other labor disputes of any nature, any force majeure, or by any other cause, similar or dissimilar, beyond the reasonable control of Owner. Owner shall not be liable under any circumstances for loss of or injury to property, however occurring, through or in connection with or incidental to any failure to furnish any of the foregoing utilities, with the exception of willful misconduct or gross negligence of Owner. RVer shall only connect through existing electrical outlets and water hose bibs on the Lot.

RULES AND REGULATIONS FOR RVERS:

RVer is subject to and agrees to comply with all Auburn RV Resort Rules and Regulations for RVers. Owner may modify the parks Rules and Regulations from time to time at its discretion. RVer also agrees and acknowledges that failure to comply with the Rules and Regulations for RVer will constitute a default of this Agreement and may be cause for immediate eviction from the RV Park. RVer hereby acknowledges receipt of the current Rules and Regulations for Rvers.

CHARGES, CANCELLATION AND REFUNDS:

Once a reservation has been made and space reserved, a non-refundable \$100.00 deposit will be required to hold your extended stay reservation. This deposit will be applied to your first months rent at check in. If you cancel your reservation this deposit will be forfeited. All extended stay RVers will be required to pay a \$150 PGE electric deposit at check in. This service deposit will be applied to your last electric bill. Your meter will be read at the end of each billing period and an electric bill will be provided to you. This bill must be paid within 5 days of receipt. Your electric bill will be calculated based upon your usage and will vary from month to month. No refunds for RVers who depart prior to the originally scheduled departure date. Except as expressly set forth in the Agreement, all cancellations and refunds (notwithstanding service deposit credit balances) will be made at the sole discretion of Owner. RVer may not transfer RVers reservation or occupancy of a space to a third party without Owner's prior written consent.

RVer initial _____, _____

NOTICE:

A Recreational Vehicle may be removed from the premises without judicial hearing if the occupant has been in the Park for 30 days or less for any of the following reasons: 1) Failure to pay for occupancy in the Park; 2) Failure to comply with the Park's Rules & Regulations pursuant to CA CC Sections 799.20 et. seq; 3) Failure to Vacate on specified date pursuant to CA Civil Code Section 1866.

LIABILITY:

Owner and RVer specifically acknowledges and agrees that Owner, (including the owner's partners, directors, representatives, officers, employees, and agents) and the Park Management are not responsible for any loss, damage or injury to any person or property except to the extent caused by the gross negligence or willful misconduct of Owner. RVer is responsible and agrees to indemnify and hold harmless Owner for all loss damage or injury to any persons or property caused by RVer's invitees, visitors, friends and any accompanying pets.

INDEMNIFICATION:

Except for losses, damages or injuries for which Owner is responsible pursuant to the Liability paragraph above, RVer will indemnify and defend Owner, (including the owner's partners, directors, representatives, officers, employees, and agents) and the Park Management, for, from and against any and all claims, damages, liabilities, costs and expenses including, without limitation, court costs and attorney fees arising out of or related to this Agreement or any actions of RVer.

SEVERABILITY:

The invalidity or unenforceability of any provision of this Agreement will not affect the validity of any other provision of this Agreement and, in the event that any provision is determined to be invalid or otherwise illegal, this Agreement will remain in effect and will be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.

APPLICABLE LAW/JURISDICTION/VENUE:

This Agreement, and all collateral matters relating to this Agreement, will be governed by and construed under the laws of the State of California applicable to agreements fully made and performed therein. Jurisdiction and venue for any claim or proceeding brought in connection with this Agreement will lie exclusively in Placer County, CA.

LATE FEES AND INSUFFICIENT CHECK FEES:

In the event payment is not paid within 5 calendar days after due date, RVer will pay a late fee of \$50.00. In addition, RVer will be deemed to be in default of this Agreement and the entire unpaid amount. In addition, any balance due shall accrue interest at a rate of 18% per annum until paid in full. In the event any check from RVer to Owner is returned or dishonored by the bank for insufficient funds or any other reason, RVer is liable to Owner for any actual costs incurred by Owner by reason of such dishonored check including a processing fee of \$45.00. RVer agrees to pay the processing fee and replace the dishonored check with certified funds within twenty-four (24) hours' notice of dishonored check. Thereafter, Owner may require any and all future payments be made by money order or certified check.

DEFAULT:

In case of necessity of an action at law or equity to remedy any breach under the terms of this Agreement including the Rules and Regulations for RVer's, the party found to be at fault shall pay damages incurred plus reasonable attorney's fees and court costs necessitated by the enforcement provisions of this Agreement. In the event of a default and at the request of Owner, RVer agrees to immediately vacate the RV Park and to immediately remove his or her RV and personal property. RVer's failure to comply with any of the terms of this Agreement shall constitute a default of this Agreement and Owner shall be entitled to all the remedies as set forth and as provided by law.

SUCCESSORS AND ASSIGNEES:

This Agreement and each and all of its terms, provisions, covenants, conditions, rights and obligations shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, executors, and administrators.

WAIVER:

The waiver by Owner, or the failure of the Owner to take action in any respect because of a breach of this Agreement or a violation of the Rules and Regulations for RVer's shall not be a waiver of that term or rule. The subsequent acceptance of rent by the Owner shall not be a waiver of any preceding breach of this Agreement by the RVer or any violation of Rules and Regulations or failure of RVer to pay any particular rent, regardless of the Owners knowledge of the preceding breach or violation of the Rules & Regulations or failure to pay rent.

RVer initial _____, _____

OCCUPANCY:

Maximum of four (4) RVer's per Lot. Maximum of (2) visitors per Lot, with no overnight stay more than two (2) days with RVer unless daily guest fee has been paid. Maximum of two (2) approved pets per Lot without prior management approval.

PET OWNER RESPONSIBILITY:

Owner can limit or restrict which pets are permitted at the Park. Aggressive breed dogs as listed in the Rules and Regulations for RVer's are not allowed. All pets must be kept on a leash or in a cage or crate or fenced dog park at all times during which the pet is outside of your RV. All RVer's are required to clean up after their pet(s). Barking, excessive noise or pet behavior that disturbs other RVer's is not permitted. The undersigned RVer certifies that your pet has not previously bitten or caused injury to any person and agrees to comply fully with all of the Pet rules outlined in the attached Rules and Regulations for RVer's.

QUIET HOURS:

9:00 pm to 8:00 am.

CHECK IN/OUT TIME:

Check in: 2:00 PM / Check out: 12:00 Noon

ENTIRE AGREEMENT: This Agreement and the Rules and Regulations for RVer's constitutes an understanding between Owner and RVer and supersedes all prior or contemporaneous oral and written agreements and representations between the parties. The Rules and Regulations for RVer's are incorporated herein by reference as part of this Agreement. This Agreement may not be amended, modified or altered except in writing as signed by Owner and RVer. The RVer(s) signing this Agreement represents that he or she has the authority to sign on behalf of all RVer's staying on the designated Lot and acknowledges that this Agreement is enforceable against all RVer's and their guests and invitees. Auburn RV Resort Inc, is a private business and reserves the right to service to anyone.

RATES AND OTHER CHARGES:

All rent and utility charges due shall be made payable to: Auburn RV Resort

Lot Number: _____ Monthly thirty (30) night Rate \$ _____ Daily Rate \$ _____
Guest Fee \$ _____ PG&E Electric Deposit: \$150.00 Beginning Electric Meter: _____

Prorated Monthly Rent: _____ For _____ Days @ \$ _____ per day: \$ _____
First Full Month Rent: _____ \$ _____
PG&E Electric Deposit: \$ 150.00
Total Due: \$ _____
Deposit Paid: \$ _____ Method of Pmt. _____
Balance Due: \$ _____
Amount Paid: \$ _____ Method of Pmt. _____
Balance: \$ _____

Read & Accepted:

Date: _____
_____ Print Name _____ RVer signature

Date: _____
_____ Print Name _____ RVer signature

RVer E-mail Address: _____ RVer Phone Number: _____

Park Management Approval:

Lot # _____ Date: _____ Management Signature: _____