

# Way West RV Park

14780 W Jimmie Kerr Blvd Casa Grande, AZ 85122

520-836-4658

We welcome you to Way West RV Park! As we strive to provide a clean and safe community, we ask that you please read and abide by our rules and regulations. Thank you for choosing to stay with us, we appreciate the opportunity to serve you.

1. Monthly rates are based on a 30-day period and are for two people only. Additional people will be charged an additional \$10 monthly each for up to a maximum of four (4) people. All rents are payable in advance, on or before the first day your rent is due. You must pay for the entire 30 days to qualify for the 30-day rate. If you leave early, you will not get a refund. All adults over the age of 18 will be required to complete a background check at their expense. All monthly rate guests must have Management's approval. This approval may be based, among other things, on proof of RV insurance, a credit check, a background check, an exterior inspection of your RV/trailer, and a current signed copy of these rules and regulations. We will not approve extra guests if you have more than 4 people. All stays less than 30 days will be charged a daily or weekly rate.

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2. We reserve the right to approve or reject any type of RV/trailer. Your RV/trailer must be **1990** or newer and in good running condition, free from rust, fully self-contained, and insured. If Management notices any issue with your unit, you will be given a correction notice. You must either fix your issue or exit the park with your unit. If you choose to leave the park instead of correcting the issue(s) stated in your correction notice, you forfeit any and all previous rental payments and deposits.

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3. Management will conduct regular inspections of all sites. The following are not allowed outside your unit: refrigerators, water heaters, indoor furniture, tires, tarps/plastic/blankets, broken items, etc. You are not allowed to use any or all of these items as enclosures within your site. Fire safety prohibits the storage of materials under and around your unit. Allowable outdoor items include plants and outdoor furniture. All items must be in good repair and working condition.

Management reserves the right to request any item deemed inappropriate or not meeting community standards. It is the tenant's responsibility to arrange for the upkeep and maintenance of their RV and space. No trash, pet food, pet debris, weeds, etc. are allowable. If you have a fenced area that is approved by management for your pet to be in while you are outside, this area must be kept clean at all times, no accumulation of pet potty is allowable. You will be given a notice of repair if these items are seen. If the notice is not complied with, this may be grounds for termination of tenancy, and the work to repair the item(s) in your notice may be done by the park, in which case the tenant will be charged the actual or reasonable cost of the work completed as additional rent.

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4. Car and RV washing is not allowed in the park.

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5. Garbage: There is a garbage dumpster located in the middle of the park. Please put all trash in this dumpster. The park does not tolerate any trash outside of the unit. No furniture items, tires, mattresses, etc. can be thrown into the dumpster. The trash company will not dump the dumpster if these products are found to be in there and you will be asked to remove the item. No trash, furniture, tires, mattresses, etc. can be left against the dumpster, on the side of the dumpster, or in the immediate area surrounding the dumpster. If Management has to remove any item(s), you will be charged a fee for the service of taking it to the dump and the dumping fee.

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6. Each spot comes with one vehicle spot either in front or on the side of your unit. All vehicles must be in working condition and must be registered and insured. No car maintenance is allowed in the park. Additional vehicles will be charged \$10 a month and only if Management approves and has room. All vehicles must fit in your spot and cannot encroach into your neighbor's spot or the road as this is a fire safety hazard. The road must be clear at all times. This includes when you have visitors. If your car or your visitor's car is parked in another spot, that vehicle will be towed at your expense and it will be your responsibility to pay any fees associated with this expense.

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7. Pets: Two (2) small domestic pets are allowed and do not include agricultural animals upon approval of Management. All pets are required to be registered. You are responsible for any damage or injury caused by your pet. Pets must be kept on a leash while outside your unit. Pets must be kept inside your unit during the night and never kenneled outside. Never leave your pet unattended. No chained or caged pets are allowed outside your unit. You must clean up any waste left by your pet immediately and you must bag it and throw it in the garbage. A \$25 fee will be charged to you if the pet clean-up policy is not adhered to. Vicious or unusually noisy pets are not allowed or tolerated. Due to the park's current insurance, Pitbulls, Dobermans, or Rottweilers are not allowed. You must provide Management with a copy of current shot vaccination records. Exceptions to pet restrictions will be made to accommodate the needs of disabled persons with Management's approval.

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8. Breeding of animals is not permitted. Feeding and watering stray or wild animals, including but not limited to cats, is prohibited.

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9. Quiet time: 10 pm-8 am. Note: this excludes park maintenance.

Initial: \_\_\_\_\_

10. No smoking is allowed within 20 feet of any building, or inside any building on the property. No cigarette butts are allowed on the ground (this is considered trash and it is unsafe for pets).

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11. Speed limit inside the park is 5 MPH at all times for the safety of the community.

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12. Vehicles must be operated in a safe, courteous, and cautious manner at all times. Pedestrians, electric carts, bicycles, strollers, etc. are granted the right of way. No motorized vehicle may be operated within the park by any unlicensed persons. All vehicles operated in the park must be properly licensed with current registration.

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13. Management reserves the right to prohibit the use of any noisy vehicles within the park. Operating a vehicle in the park under the influence of drugs or alcohol will be deemed a material and irreparable breach of the tenant's rental agreement and will constitute cause for immediate eviction.

Initial: \_\_\_\_\_

14. Postal service is available only for residents in the buildings. There are many places in Casa Grande that provide PO Boxes for temporary guests.

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15. Employees are prohibited from working on all guest units. The repair and maintenance of your unit are your responsibilities.

Initial: \_\_\_\_\_

16. Storage: No boats, utility trailers, truck beds, etc. can be stored in the park at this time. There are storage facilities located throughout Casa Grande.

Initial: \_\_\_\_\_

17. No tent camping is allowed. All units must be fully self-contained.

Initial: \_\_\_\_\_

18. For all emergencies, please call 911. We are located in Pinal County and are serviced by the county.

Initial: \_\_\_\_\_

19. Upon receiving a notice of violation of the park's rules and regulations, you will have 24 hours to respond to Management. A maximum of 3 notices will be given. If you do not remedy the violation within the first 24-hour notice or after the third notice, the appropriate eviction notice or rate change may be served at Management's discretion.

Initial: \_\_\_\_\_

20. Failure to pay or comply with the rules and regulations is grounds for eviction. Any non-compliance with payment or violation will result in the removal of your RV/trailer after the service of a 72-hour notice, pursuant to Arizona Civil Code Section 799.58 and Section 1162 of the Code of Civil Procedure.

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21. Limitations on Park's liability: Unless caused by the fraudulent, illegal or willful act of Way West RV Park, you agree that Way West RV Park is not liable for any injury, including death, to any person caused by any use of the park or arising from any accident, fire, or casualty thereon, or from any other cause whatsoever. The park shall not be liable for any loss of or damage to the RV/trailer or any property or article belonging to any guest or located in the park or other facilities under the control of the park. You agree to defend, indemnify and hold Way West RV Park harmless from all claims, demands, liabilities, expenses (including attorney's fees, court, and other fees), injury or loss, or damage to persons or property.

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22. You agree that all invitees and licensees you have will comply with the rules and regulations of the park and that you agree that you are liable for and to defend,

indemnify and hold harmless Way West RV Park from any claim, demand, loss, cost, expense (including attorney's fees, court, and other fees), liability, damage or injury caused in whole or in part by a guests invitee or licensees while in the park. Offensive or inappropriate conduct will not be tolerated and is grounds for termination of tenancy. All guests are not permitted to bring pets into the park. All guests are limited to a total of seven (7) days in a calendar month and not more than thirty (30) days in any twelve (12) month time period. After that, they become unauthorized occupants and are subject to Management's approval per park qualifications.

Initial: \_\_\_\_\_

23. Way West RV Park reserves the right to require you to move your RV/trailer/unit from site to site within the park at any time for any reason whatsoever.

Initial: \_\_\_\_\_

24. All illegal activity will be reported to the police and immediate eviction will be given.

Initial: \_\_\_\_\_

25. Late Rent Payments: A \$75 late fee will be imposed three days after the due date and will be due and payable on the 6th day rent is late. If rent is unpaid after a 5-day notice is issued, a \$200 administration fee, all court fees, filing fees, constable fees, attorney fees, and towing fees will also be charged. If rent is still unpaid on the 5th day after rent is due, a daily space rental rate will also be charged in the amount of \$35.

Initial: \_\_\_\_\_

26. Any vehicles that are not working are subject to towing. All vehicles must be parked in your designated spot or it is subject to towing.

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27. Motorcycles, belonging to the tenant only, may be permitted provided they do not, in the opinion of park Management, emit excessive noise and provided that they are used solely for transportation and which are licensed to be operated on the highways of Arizona. Absolutely no ATCs, ATVs, dirt bikes, go-carts and the like shall be operated in the park at any time.

Initial: \_\_\_\_\_

28. Water and sewer are included in your monthly rent. Electricity is not included. A \$100 electric deposit will be charged at the time of entry. The electric bill will be billed on the 1st of the month and is due immediately. It is considered late on the 5th of the month and will be charged a \$25 late fee. Only septic-safe toilet paper can be flushed into our system. Any wipes and/or non-septic-safe products clog our system. If a plumber is needed to unclog or repair any lines due to this issue, the appropriate and reasonable cost will be charged to the guest. All septic connections should be inspected monthly to make sure the connection is sound. If your unit leaks any septic drainage, you will be held responsible for the plumber and/or any cleanup. If you do not have the appropriate sewer connection and your connection becomes loose or clogs our system, you will be responsible for the charges incurred to fix the issue.

Initial: \_\_\_\_\_

29. Loud parties, excessive volume of radios, televisions, musical instruments, or any other excessive noise, will not be tolerated.

Initial: \_\_\_\_\_

30. No private business or sub-leasing may be conducted on-site.

Initial: \_\_\_\_\_

31. Management has the right to prevent access to the park and to remove anyone other than approved residents deemed objectionable. Objectionable persons include but are not limited to persons previously denied residency at the park for

reasons of prior evictions (unrelated to non-payment) or criminal history, persons who have previously materially violated park rules and regulations, or have been disruptive in the park. Tenants permitting guests who are objectionable to be on the premises are subject to a notice of termination of tenancy for material non-compliance with park rules and regulations.

Initial: \_\_\_\_\_

Guest represents and warrants that all statements herein are full, true, and correct. Guest acknowledges that Way West RV Park has fully relied upon these statements in executing these rules and regulations. Guest agrees that by signing, you are giving Way West RV Park permission to perform a background and credit check.

By signing below, you acknowledge that you have read and agree to comply with all rules and regulations stated herein.

Guest Signature and date:

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