

41-94398

**ELK RIVER CAMPGROUND**

Received  
Feb 4 2024  
Cross Connection

**RECREATIONAL VEHICLE SPACE RENTAL AGREEMENT**

This Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_ by and between \_\_\_\_\_, (LANDLORD)  
and \_\_\_\_\_, (TENANT). The following individuals will  
occupy the premises: \_\_\_\_\_.

This agreement and the attached Park Rules constitute the entire  
understanding between the parties and supersede all other agreements  
and understandings. THIS IS A LEGALLY BINDING DOCUMENT AND  
SHOULD BE READ CAREFULLY.

**LOCATION RENTED**

LANDLORD hereby rents to TENANT space No. \_\_\_\_\_, located in the  
facility known as: The Elk River Campground, Address: 93363 Elk River  
Rd. Port Orford, OR 97465. The RV Park is owned and operated by  
Steven Wagner and his daughter, Miranda Wagner. TENANT is owner of  
the recreational vehicle located upon Space No. \_\_\_\_\_ The recreational  
vehicle is described as follows: (Make/Model/Year & Plate No.)

\_\_\_\_\_  
\_\_\_\_\_.

**TERM OF TENANCY**

The term of this Agreement is **Month-to-Month** at the rate of  
\_\_\_\_\_ every month plus electricity.

**RENT**

TENANT agrees to pay the base rent of \_\_\_\_\_ every month plus  
electricity payable the \_\_\_\_\_ day of each month commencing on the  
\_\_\_\_\_, \_\_\_\_\_.

LANDLORD and TENANT agrees that LANDLORD may increase the rent upon giving tenant no less than 90 days' advanced written notice informing the effective date of the increase.

The day your rent is due, it is your responsibility to read your electric meter and tell the management the meter reading. Management will subtract the meter number from the previous month's meter number to get the amount of kilowatts used. That number is then multiplied by .095 to get the amount TENANT owes in electricity used for that month. Rent includes the following utilities: water, sewer, TV, and garbage. We offer free WIFI and several other amenities such as: showers/restrooms, boat launch, mailboxes, fish cleaning station and ice. Additional amenities that are on-site for your convenience are: coin operated laundry machines, pop machine, and propane.

### **RV AND SPACE**

TENANT may not make any improvements or erect additional structures anywhere in their space without LANDLORD'S prior written approval. Tree, shrub, and brush trimming or removal is prohibited without LANDLORD'S prior written approval. TENANT is responsible for always keeping their space clean and free of any garbage, debris, or clutter. LANDLORD has the right to inspect site and request changes to be made to ensure the cleanliness and overall appearance of the Park.

### **ELK RIVER CAMPGROUND RULES**

TENANT will receive a copy of Park rules at the time of the agreement and must sign both documents. Upon signing the rules TENANT agrees to understand them and to comply with them. TENANT agrees to be responsible for the acts of their household members, pets, visitors, and visitor's pets. Violation of any of the Park Rules or this Agreement may be cause for termination.

## **WATER ENABLING AUTHORITY**

We as Owners, have the authority to discontinue water service to the premises for any of the following reasons:

- Failure to remove or eliminate and existing unprotected or potential cross connection.
- Failure to install a required approved backflow prevention assembly.
- Failure to maintain an approved backflow prevention assembly.
- Failure to conduct the required testing of an approved backflow prevention assembly.

## **ASSIGNMENT AND SUBLETTING**

TENANT shall not assign this Agreement nor assign, sublet, or transfer possession of the Space or Recreational vehicle or any part thereof, without LANDLORD'S written consent prior.

## **ABANDONMENT**

Any RV or, other individual property abandoned by the TENANT will allow LANDLORD to sell as permitted by Oregon Laws and may be used towards reimbursement for certain cost associated with the sale.

## **TENANT AGREEMENTS**

Upon signing this document, TENANT agrees to the following:

- To be responsible for the cost of any damage caused by the acts of TENANT, other occupants of TENANT'S space, TENANT's visitors, TENANT/visitors pets.
- To notify the LANDLORD of any absence from the premises more than 7 days, prior to the absence, and pay all rent which may become due during the absence.

- To hold LANDLORD harmless for loss or damage to TENANT'S property unless caused by LANDLORD'S gross negligence or willful misconduct.
- To receive written approval from LANDLORD prior to allowing anyone to occupy TENANT'S RV other than household names listed in this Agreement. Any adult of 18 years of age or older, who desires to occupy the RV more than 7 calendar days, must fill out a rental application and be approved by LANDLORD. LANDLORD shall have the right to reject the applicant based on existing screening criteria. Acceptance of the applicant will result in the requirement to sign this agreement along with Park Rules.
- Maintain RV in good/operational condition and keep free from hazards of fire and other casualty in accordance with all Oregon Law's and regulations.
- Refrain from deliberately, recklessly, or negligently destroying, damaging, impairing, or removing any property owned by the Community, tenants, guest, or knowingly permit any guest/visitor from doing so.
- Do not disturb the quiet, peaceful, enjoyment of your neighbors. Do not allow your pets or visitors to disturb your neighbor's peaceful enjoyment either.

### **TERMINATION OF TENANCY**

TENANT may terminate this Month-to-Month agreement following a 30- day written notice to LANDLORD.

### **SECURITY**

The LANDLORD has security cameras placed throughout the Park for the help in preventing and identifying problems. TENANT may place their own security cameras outside their RV if the cameras only view the TENANTS space and no roads or other surrounding property. This is

for the privacy of other TENANTS. LANDLORD has the right to inspect the cameras at any given time to ensure the privacy of others.

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year first written above.

TENANT: \_\_\_\_\_

DATE: \_\_\_\_\_

TENANT: \_\_\_\_\_

DATE: \_\_\_\_\_

OWNER/LANDLORD: \_\_\_\_\_

DATE: \_\_\_\_\_

OWNER/LANDLORD: \_\_\_\_\_

DATE: \_\_\_\_\_