

LEASE

This Lease ("Lease") is made and entered into as of this _____ day of _____, 20 __, by and between Sun Cities RV Compound, Inc., an Arizona nonprofit corporation (the "Operator") and _____ (collectively and singly "Occupant").

All terms, including rent and other charges are subject to change upon 30 days prior written notice to Occupant. Continued occupancy after the effective date of any change constitutes Occupant's agreement to be bound by the change.

1. TERM: This Lease creates a year to year tenancy beginning on the Lease Start Date and renewing on each January 1st thereafter until terminated.

2. RENT: The Annual Rent is paid in advance and must be received by December 31 for the next annual calendar year Term, without notice or invoice to Occupant.

3. DISHONORED PAYMENT FEE: Occupant agrees to pay this fee if any form of non-cash payment (e.g., check) is defective or dishonored.

4. LATE FEE: **Operator may charge a Late Fee for each month that the Occupant does not pay rent when due. The Rent Due Date and the date on which the Late Fee accrues are as stated herein.**

5. OTHER FEES: If one or more Other Fees are specified, each such fee is a one-time, non-refundable fee unless otherwise specified.

6. PAYMENTS: Operator reserves the right to demand payment of rent or other charges by cash or check. Operator may accept or reject partial payments at its sole discretion. Operator's acceptance of a partial payment is not a waiver of its right to full payment, nor does it limit the exercise of Operator's rights and remedies for lack of full payment.

7. USE OF SPACE: No bailment is created under this Lease. Occupant agrees not to store collectibles, heirlooms, jewelry, works of art or any property having special or sentimental value to Occupant in the Leased Space. Occupant agrees not to use the Leased Space as living quarters. Occupant agrees to not modify or damage the Leased Space, and to return it in the same condition as delivered, reasonable wear and tear excepted. Occupant agrees to comply with all applicable laws, ordinances and regulations and not to disturb the peace. Occupant agrees not to store any food; perishables; fertilizers; pesticides; fuels; explosives; ammunition; contraband; batteries; infectious, flammable or odorous materials; hazardous or toxic materials (as defined by law); or living things or organisms in the Leased Space ("Prohibited Materials"). Occupant shall be liable for all costs arising from the presence of Prohibited Materials in the Leased Space, including the costs of removal and disposal.

8. ACCESS: Unless in default, only Occupant shall have access to the Leased Space during Operator's normal hours of operation as may be reasonably adjusted from time to time, except that Operator may place reasonable restrictions on Occupant's access for health, safety, security, maintenance and other good reasons. Any access to the Leased Space granted to persons other than Occupant shall be deemed to be for the use and benefit of Occupant, and such persons are not considered tenants or users of the Leased Space.

9. OPERATOR INSPECTION: Occupant hereby grants Operator the right to inspect the Leased Space and anything contained in it at any time and without prior notice to Occupant for the purpose of repair, maintenance, improvements, to determine compliance with the terms of this Lease or for any other reasonable purpose. Operator reserves the right to remove property from the Leased Space as necessary for any of the above purposes.

10. INSURANCE: **Any insurance protecting the personal property stored within the Leased Space against fire, theft or damage must be provided by the Occupant.** Operator carries no insurance protecting property stored in the Leased Space. Occupant agrees that any insurance company shall not be subrogated to any claim of Occupant against Operator or its agents, guests, employees, principals and other representatives.

11. RELEASE OF LIABILITY FOR PROPERTY DAMAGE: Property stored in the Leased Space shall be at Occupant's sole risk. Operator and its agents, guests, employees, principals and other representatives shall not be liable, even if they are negligent, for any loss or damage to Occupant's property from fire, flood, mold, theft, vandalism, defects in the premises or any other cause whatsoever. If an employee of Operator handles Occupant's property as an accommodation to Occupant, neither the employee nor Operator shall have any liability for loss or damage to such property.

12. RELEASE OF LIABILITY FOR PERSONAL INJURY: Operator and its agents, guests, employees, principals and other representatives shall not be liable, even if they are negligent, for any personal injuries arising out of Occupant's use, access and occupancy of the Leased Space.

13. INDEMNITY AND LIABILITY: Occupant agrees to defend, indemnify and hold harmless Operator and Operator's agents, guests, employees, principals and other representatives, even if any of them are negligent, against all claims and demands, including ones for personal injury or property damage, arising out of Occupant's use, access and

occupancy of the Leased Space and facility, and that of Occupant's agents, guests, employees, principals and other representatives. Occupant acknowledges that Operator does not represent or warrant the safety or security of the Leased Space and facility.

14. OPERATOR'S LIEN: A lien accrues in favor of the Operator on all property stored in the Leased Space as of the date the rent is unpaid and due. The property stored in the Leased Space may be sold or otherwise disposed of to satisfy the lien if the Occupant is in default.

15. DEFAULT: Occupant is in default if (s)he fails to meet any obligation in the Lease, including the timely payment of rent and other charges. Occupant is in default if (s)he made any misrepresentation in the Lease. Upon a default by Occupant, Operator may 1) deny Occupant access to the Leased Space, 2) sell the contents of the Leased Space, or if the contents are Protected Property, destroy such property, all in accordance with Operator's lien rights under Arizona law, the cost of which removal and destruction being charged to Occupant, and/ or 3) pursue any other rights and remedies legally available to it.

16. TERMINATION: **Either party may cause this Lease not to renew for the next annual term by giving written notice to the other at least 10 days prior to the end of the current annual term, except that Operator may also immediately terminate this Lease if Occupant is in default. Upon termination, no refund of prepaid rent is available. Occupant's termination is only effective if Leased Space is vacated.**

Occupant's Initials _____

17. LEFTOVER PROPERTY: Any property left in the Leased Space or at the facility after a lien sale or after Occupant has moved out shall be deemed abandoned by Occupant, and Operator may discard, destroy or otherwise dispose of such property as it sees fit.

18. RULES: Occupant agrees to comply with all rules published, from time to time, by Operator related to the use, access and occupancy of the Leased Space and facility, which rules constitute a part of this Lease and by this reference are incorporated herein.

19. NO SUBLETTING: Occupant shall not assign or sublet any portion of the Leased Space.

20. CHANGE OF INFORMATION: Occupant shall notify Operator in writing of any change to Occupant's personal and vehicle information in a document created expressly for the purpose of such notification. Occupant certifies to Operator that any and all personal information provided by Occupant to Operator is true, correct and current and Occupant assumes all responsibility for updating any such personal and vehicle information provided to Operator.

21. ENTIRE AGREEMENT: This Lease, including any written addenda, the Operator's Articles of Incorporation, Bylaws, the Operator's rules and the Vehicle Information sheet, all as amended from time to time by the Operator, constitute the complete and entire agreement between the parties and Occupant is bound by the terms and provisions of all of the foregoing documents. There are no separate oral agreements between the parties, and Occupant acknowledges that (s)he is not relying on any oral representations by Operator purporting to modify or add to this Lease. Notwithstanding any provision contained herein to the contrary, this Lease may be amended from time to time by Operator and Operator shall give Occupant notice of such amendments. If Occupant, following notice of such amendments, continues to pay rent on the Leased Space, then Occupant shall be deemed to have approved and accepted the Lease amendments and to be bound thereby.

22. NON-WAIVER: No term or condition of this Lease shall be deemed waived except by written consent of the party against whom the waiver is claimed. The effect of any waiver of a term that is granted shall have no effect in the future nor upon any other provision of the Lease.

23. **All space sizes are approximate.** The Leased Space may be smaller than stated. Occupancy of the Leased Space confirms that its size is satisfactory to Occupant.

24. OTHER: Taxes will be added to any amount owed under the Lease subject to taxation at the then applicable tax rate. Occupant shall give any notice or demand to Operator in writing. Time is of the essence as to all of Occupant's duties under this Lease. This Lease shall be subordinate to any other lien or encumbrance now or hereafter placed on the facility by Operator. Any lease provision found to be unenforceable or in violation of applicable law is severable. No party shall be deemed the drafter of this Agreement for purposes of the rule of construing against a document drafter. Operator may assign this Lease, in which event Operator shall no longer be liable under it and the assignee shall be liable. If there are multiple occupants for the Leased Space, they shall be jointly and severally liable under this Lease. This Lease shall be governed by Arizona law. In the event this Lease is executed by more than one person or a husband and wife, then the obligations and liabilities set forth herein for the Occupant shall be joint and several and bind both the sole and community property of the husband and wife. Occupant agrees that any notice to Occupant (at Occupant's address on file with the Operator) may be sent by Operator using regular United States mail delivery, postage prepaid, and deposit of any such notice in the U. S. mail by the Operator shall be deemed delivery to the Occupant.

POLICE CRIME-FREE PROVISION

Occupant and any guest, invitee or other person authorized by Occupant shall not engage in, facilitate or permit the Leased Space or facility to be used in connection with any criminal activity, including drug-related activity. Occupant agrees only to use the type of padlock authorized by Operator. Violation of this provision is grounds for immediate termination of the Lease, regardless of whether Occupant is criminally prosecuted. Occupant authorizes Operator to release rental information in the event of a police investigation.

The parties to this Lease have executed this Lease on the date first set forth above.

OPERATOR:

SUN CITIES RV COMPOUND, INC., an Arizona nonprofit corporation

By: _____

Its: _____

OCCUPANT:

Name:

Name:

Name:

Name: