

RENTAL AGREEMENT FOR SPACE

RENTAL AGREEMENT made this ___ day of _____ 202__, between Cottonwood Springs Holdings LLC, the "Landlord" and _____, the "Tenant" whether one or more persons.

Landlord and Tenant agree that Tenant will rent Space No. _____, the "premises" in Cottonwood Springs Park, the "Park" located at 27653 Highway 6 & 24, Rifle CO 81650 in Garfield County, Colorado on the following terms and conditions:

1. TERM. The month-to-month tenancy shall commence on _____, 202__.

2. RENT. Tenant shall pay rent to Landlord for the premises at the Park office as follows: \$ _____ on the execution of this Agreement as rental for the first month and \$ _____ per month on the first day of each month thereafter commencing _____, 202__. Time of payment is of the essence of this Agreement and if rent is not received by Landlord by the 1st day of the month, Tenant shall be in default and a late fee of 5% of past due rent shall be assessed after the 10th day of the month. Tenant also agrees that bad check charges, charges for utility services and excess trash collection, charges for additional tenants, vehicles, dogs, cats, and other fees as well as fines for violation of Park Rules (all of which fees may be raised from time to time upon due notice) shall be payable as additional rent with Tenant's next monthly rental payment. Pursuant to statute late fees are distinct from rents.

3. SECURITY DEPOSIT. In addition, Tenant shall pay to Landlord at the time of signing of this Agreement, \$ _____, one month's rent, as a security deposit and further assurance Tenant will faithfully keep and perform all covenants and agreements contained in this Agreement. Upon termination of tenancy, the security deposit shall be returned to Tenant, without interest, within sixty (60) days provided that Landlord may deduct therefrom any sums due and owing Landlord under the terms of this Agreement or as provided by law.

4. USE OF PREMISES. The premises shall be used only for placement of a manufactured home, housing not more than _____ persons and used for residential purposes only. The manufactured home is described as follows:

Make _____ Model _____ Year _____ Width _____ Length _____ Serial No. _____
Financed with _____

5. ENTRY. Tenant agrees that Landlord and Landlord's employees and agents may enter the surface of the premises for inspections, repairs or for any other reasonable purpose. The emergency contact number for the Park is 970- 625-2069.

6. UTILITIES. Domestic water, irrigation water, sewage and trash collection services using one supplied standard container will be furnished by Landlord as part of this Agreement at no additional costs. Water usage above 4,500 gallons per month and additional trash collection services will be subject to published surcharges. Gas, electricity, telephone, internet, and television services must be contracted for by Tenant from the appropriate utility company and Tenant shall pay all costs of the same.

7. ASSIGNMENT AND SUBLETTING. Tenant shall not sublet all or any part of the premises; assign this Agreement; sell or otherwise transfer Tenant's manufactured home in place; or rent all or any part of the premises to any other person, without Landlord's prior written consent, which consent may be withheld in the absolute discretion of Landlord. A proposed buyer of Tenant's manufactured home who seeks to become a successor tenant of Landlord shall be subject to the same standards and criteria as any other person. Landlord's acceptance of any such buyer as a successor tenant may be conditioned on the completion of such improvements and repairs to the manufactured home as Landlord shall determine in Landlord's sole discretion. Without limiting the foregoing, in the event Tenant seeks to sell Tenant's manufactured home on the premises and such manufactured home is more than twenty five (25) years old at the time of intended sale, such manufactured home shall be removed from the Park at the sole discretion of the Landlord. Tenant specifically acknowledges this removal requirement is reasonable to preserve the value of Landlord's and other tenants' property. It is acknowledged Landlord may enforce less restrictive standards from time to time and place in Landlord's sole discretion.

8. PARK RULES. Tenant understands and agrees the Cottonwood Springs Park Rules are a part of this Agreement, are incorporated herein by this reference and any breach of said Rules shall constitute a default under this Agreement.

9. DEFAULT. Tenant understands and agrees that if Tenant fails to pay rent or any part thereof due under this Agreement, or fails to observe any term, condition, or covenant of this Agreement or any Park Rule now or hereafter established, or any law or government regulation, or if Tenant vacates the premises, it shall be the right of Landlord at any time thereafter, at Landlord's option, to declare the tenancy ended and to re-enter the premises, and to repossess and enjoy the premises as before this Agreement, without prejudice to any other remedy which may be available to Landlord for arrears of rent or other breach by Tenant. Any Park Manager's decision may be appealed to Tom Triplat, 27653 Highway 6 & 24, Box 100, Rifle, Colorado, 81650. Phone No. 970-625-2069

10. ENFORCEMENT COSTS. In the event of a default in any of the terms and conditions of this Agreement, all reasonable costs, attorney's fees and expenses shall be awarded to the prevailing party in any court dispute concerning this Rental Agreement.

11. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties and no modification hereof shall be valid unless written and signed by all parties.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year written above. Tenant acknowledges receiving a signed copy of this Rental Agreement, the Park Rules, and the Home Owner Notice from the Division of Housing, 8 CCR 1302-15.

TENANT:

LANDLORD: COTTONWOOD SPRINGS HOLDINGS LLC

By: _____