

## RENTAL AGREEMENT FOR SPACE

This RENTAL AGREEMENT is 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 "Space" 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.** A month-to-month tenancy shall commence on \_\_\_\_\_, 202\_\_ and for not less than a one (1) year term.
2. **RENT.** Tenant shall pay rent to Landlord for the Space 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. If rent is not received by Landlord by the 10<sup>th</sup> day of any month, Tenant shall be in default and a late fee of the greater of 5% of the past due rent or \$50 shall be assessed. Tenant also agrees to the following fees and charges, as and when applicable: a fee of \$20 for each returned bad check, fees for utility services and excess trash collection services, a fee of \$50 for each additional person; a fee of \$30 for each excess vehicle; a fee of \$30 for each excess dog or cat; and fines for violation of Park Rules: ranging from \$15 to \$100 (all of which are described in detail in the Park Rules) and which shall be payable 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, \$ \_\_\_\_\_, equal to 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 this 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 applicable law.
4. **USE OF SPACE.** The Space shall be used only for placement of a home to be used for residential purposes and housing not more than \_\_\_\_ persons, all of which have been approved by Landlord. The home is described as follows:  
Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_ Width \_\_\_\_ Length \_\_\_\_ Serial No. \_\_\_\_\_ Financed by \_\_\_\_\_
5. **ENTRY.** Tenant agrees that Landlord's employees and agents may enter the surface of the Space for inspections, repairs, or for any other reasonable purpose. The emergency contact number for the Park is 970-625-2069.
6. **UTILITIES.** A domestic water allotment of 4,500 gallons per month, un-metered irrigation water, and waste water treatment are included in the base rent. Domestic water used in excess of the monthly allotment will be charged as additional rent as follows: \$1.00/ each additional 100 gallons up to 1,000 additional gallons, \$2.00/ each additional 100 gallons, for the next 1,000 additional gallons, and \$3.00/ each additional 100 gallons for any water used in excess of 6,500 gallons. Trash collection services using one supplied standard waste container furnished by Landlord is included in the base rent. Additional waste containers will be charged at \$15 per month and extra collection services provided by the Park vendor will be charged at the Park's cost. Gas, electricity, telephone, internet, and television services must be separately obtained by Tenant from the appropriate utility company.
7. **ASSIGNMENT AND SUBLETTING.** Tenant shall not sublet all or any part of the Space; assign this Agreement; sell or otherwise transfer Tenant's home in place; or rent all or any part of the Space to any other person, without Landlord's prior written consent, which consent may be withheld in the absolute discretion of Landlord subject to applicable law. A proposed buyer of Tenant's home who seeks to become a successor tenant of Landlord shall be subject to the same standards and criteria as any other person subject to applicable law. Landlord's acceptance of any such buyer as a successor tenant may be conditioned on the completion of such improvements and repairs to the home as Landlord shall determine in Landlord's sole discretion subject to applicable law.

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 subject to applicable law, 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 Space, it shall be the right of Landlord at any time thereafter, to declare the tenancy ended, re-enter the Space, and repossess and enjoy the Space as before this Agreement, and without prejudice to any other remedy which may 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 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. No modification hereof shall be valid unless written and signed by all parties.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date written above. Tenant acknowledges receiving a signed copy of this Rental Agreement, the Park Rules, and the Home Owner Notice provided by the Colorado Division of Housing.

TENANT:

LANDLORD: COTTONWOOD SPRINGS HOLDINGS LLC

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

The undersigned does not require a Spanish translation of this rental agreement. \_\_\_\_\_(Initials)

[In Spanish] The undersigned does require a Spanish translation of this rental agreement. \_\_\_\_\_(Initials)