

Hello Monthly Applicant,

Welcome to Black bear Rv Park & Motel

Thank you for your interest in staying in our park or Motel on an extended Stay or long term. Attached you will find an rental application, crime free lease agreement/addendum, rental agreement and park rules.

Please fill out the rental application and crime free lease addendum & return it to us as soon as you are able so that we might have it approved & get you a site as quickly as possible. Applicants will be placed in a space or on the waiting list in the order the applications are received. We may ask that you provide us with a criminal background check and references as well.

We are a Cannabis Friendly Only and a Drug Free establishment . If no monthly sites are available a temporary site may be available at the weekly rate. If you have any questions or would like more information, please feel free to ask.

Thank you,

Black Bear RV Park
7528 US Hwy 50
Howard, CO 81233
719-207-5194

blackbearrvresort@gmail.com

Black Bear RV Park

1. Applicant: _____
Extended Stay Agreement

Last First M.I. Birth Date
Social Security No: _____ Drivers License No: _____ State: _____
Phone No. _____ Email Address: _____ Marital Status: _____

Spouse: _____
Last First M.I. Birth Date
Social Security No: _____ Drivers License No: _____ State: _____
Phone No. _____ Email Address: _____ Marital Status: _____

2. **Additional Occupants:** List Name, age and relationship of all persons who will occupy the premises.
A separate application is required for all applicants 18 years or older, except spouse.

<u>Name</u>	<u>Age</u>	<u>Social Security Number</u>	<u>Relationship</u>
_____	_____	_____-_____-_____	_____
_____	_____	_____-_____-_____	_____
_____	_____	_____-_____-_____	_____
_____	_____	_____-_____-_____	_____

3. Address

A. Present Address: _____ City: _____ State: _____ Zip Code: _____

Owner/Manager: _____ Phone (Required): _____

From/To: _____ Reason for leaving: _____ Rent amount: _____

B. Previous Address: _____ City: _____ State: _____ Zip Code: _____

Owner/Manager: _____ Phone (Required): _____

From/To: _____ Reason for leaving: _____ Rent amount: _____

C. Present Location of RV (If different from present address): _____

Address _____ City: _____ State: _____ Zip Code: _____

Owner/Manager: _____ Phone (Required): _____

4. Pets (Additional charges and restrictions apply)

Will you have any pets with you? _____ Yes _____ NO

A. Type: _____ Breed: _____ Weight: _____ Age: _____ Name/License No: _____

B. Type: _____ Breed: _____ Weight: _____ Age: _____ Name/License No: _____

5. Vehicles: List all vehicles, motorcycles, and RV that will be parked in your RV space. Parking is limited and you may be asked to find alternate parking arrangements for certain vehicles. Maximum of 2 vehicles and 1 RV per site.

A. RV Yr: _____ Length: _____ Make/Model: _____ Color: _____
State: _____ License No: _____
RV Registered Owner: _____ Phone Number: _____

B. Vehicle 1 (Included in rent) Yr: _____ Make/Model: _____ Color: _____
State: _____ License No: _____

C. Vehicle 2 (additional charges apply for additional vehicles, both vehicles must fit in site) Yr: _____
Make/Model: _____ Color: _____ State: _____ License No: _____

6. Applicant Employment History:

A. Present Employer: _____ Employers Phone No: _____ Supervisor: _____
Employer Address: _____
Street Address City/State Zip Code
Position: _____ Length of employment: _____ Monthly Salary: _____

B. Previous Employer: _____ Employers Phone No: _____ Supervisor: _____
Employer Address: _____
Street Address City/State Zip Code
Position: _____ Length of employment: _____ Monthly Salary: _____

Spouse Employment History:

A. Present Employer: _____ Employers Phone No: _____ Supervisor: _____
Employer Address: _____
Street Address City/State Zip Code
Position: _____ Length of employment: _____ Monthly Salary: _____

B. Previous Employer: _____ Employers Phone No: _____ Supervisor: _____
Employer Address: _____
Street Address City/State Zip Code
Position: _____ Length of employment: _____ Monthly Salary: _____

7. Character References:

A. _____ Address: _____ Phone No: _____
B. _____ Address: _____ Phone No: _____
C. _____ Address: _____ Phone No: _____

9. Additional Questions: Have you or any person who will occupy the premises ever (Questions A-I must be answered)

- (A) Broken a Rental Agreement.....Yes No
- (B) Been Evicted.....Yes No
- (C) Received a non renewal notice.....Yes No
- (D) Filed for bankruptcy.....Yes No
- (E) Had Judgment filed against you.....Yes No
- (F) Been sued for nonpayment of debt.....Yes No
- (G) Been convicted of a felony.....Yes No
- (H) Been or currently involved in illegal activity.....Yes No
- (I) Been convicted for dealing or manufacturing illegal drugs..... Yes No

If yes to above questions please explain:

10. Emergency Contact:

Name: _____ Phone No: _____ Relationship: _____

Agreement & Authorization Signature

I believe that the statements I have made are true and correct. I hereby authorize a credit and/or criminal check to be made, or I may be asked to bring in one of my own, verification of information I provided and communication with any and all names listed on this application. I understand this is an application to rent an RV space /Room and does not constitute a rental or lease agreement in whole or part. That this is not a permanent residence and only an extended stay reservation. If application is approved and I decide to rent a space or room at Black Bear RV Park I agree to be bound by the terms of the attached agreement and by the park rules and regulations. Any questions regarding rejected applications must be submitted in writing and accompanied by a self-addressed stamped envelope.

Applicant Signature: _____ Date: _____

Spouse Signature: _____ Date: _____

Non-Refundable Application Fee:

\$ _____

Refundable Reservation Deposit:

\$ _____

Site Preference: River Pull Thru Back In

Expected Arrival Date: _____

Expected Departure Date: _____

CRIME FREE LEASE ADDENDUM

In consideration of the execution or renewal of a reservation or extended stay or lease of the unit identified in the lease, Owner and Resident agree as follows:

1. Resident, any members of the resident’s household or a guest or other person under the resident’s control shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. “Drug-related activity” means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, distribute, or use of a controlled substance as defined by the Colorado substance laws re guarding drugs or use of..
2. Resident, any member of the resident’s household or a guest or other person under the resident’s control shall not engage in any act intended to facilitate criminal activity, including drug-related activity, or use on or near the said premises.
3. Guests or members of the reservation will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
4. Guests, or any member of the guests extended stay or reservation or a guest, or another person under the guests’ control shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in Health & Safety Cod of the State of Colorado et seq.,at any locations, whether on or near the dwelling unit premises or otherwise.
5. Guests, any member of the guests’s household or a guest, or another person under the resident’s control shall not engage in any illegal activity, including: prostitution as defined in Colorado Penal Code(b); criminal street gang activity, as defined in Penal Code et seq.; assault and battery, as prohibited in Penal Code burglary, as prohibited in Penal Code § the unlawful use and discharge of firearms, as prohibited in Colorado State Penal Code sexual offenses, as prohibited in Penal Code and, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other tenant or involving imminent or actual serious property damage.
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.** A single violation of any of the provisions of this added addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for termination of the IReservation, Extended Stay or any lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. In Case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

_____ Date: _____
 Resident Signature

_____ Date: _____
 Resident Signature

_____ Date: _____
 Resident Signature

_____ Date: _____ Property: Bakersfield River Run RV Park
 Property Manager’s Signature

Black Bear RV Park & Motel

Extended Stay agreement: We do not do a full Month-To-Month Stay Agreement

 15 days(Bi-weekly) 21 days
For Recreational Vehicle Or Motel Guests

Guests who are listed on this application agree to lease the space or Room in Black Bear RV RV Park, referred to in the Balance of this document as "Park", according to the term set forth in this agreement.

TERM: This Extended stay Agreement shall establish a 15 day (bi-weekly) or 21 day stay # weeks or a 28/29 day stay known as but not as a month to month tenancy. Guests acknowledges and agrees that he or she will vacate the space which is the subject of this Agreement no later than the date specified herein. or re-new the reservation on the of every month to keep the space or the room. I agree that this is a reservation only and not

RENT: Guest s) shall pay rent in full on the 1st day of each month, commencing on the start of the term of this Rental Agreement. The rent and all other charges ~~must be paid without~~ deduction or offset and in advance on the 5th day of each month. A late charge may be assessed by management in the amount of \$ 10/Day whenever rent is paid more than five (5) days after it is due. A check return charge may be assessed by management in the amount of \$ 35.00 whenever a check for rent or any other charge is returned unpaid from a bank or financial institution.

All rent and utility charges due and owing herein shall be made payable to: Black Bear RV Park by check or money order and be delivered either personally or by U.S. Mail to the park office at the following address: Address 7528 US HWY 50 City Howard State CO Zip 81233

In addition, the following utility services or other charges will be billed by the Park to the Tenant(s) on a monthly basis:

Overage of: Electricity Phone Additional Guests
Pets Additional Vehicles

The charges for these services are due and payable on the 1st day of each month following the billing under the same terms and conditions as the payment of rent. In the event that these charges are changed by any governmental or quasi –governmental agency, the increase or decrease for such charges shall be billed directly to the Tenant(s) at the same time as they become effective.

ADDITIONAL SERVICES: Additional services to be provided by the Park are:

Basic Cable TV
If rent payment is to be made personally, the Park Office is usually open from 9 A.M. to 5 P.M.

SECURITY DEPOSIT: Tenant(s) shall pay the amount of \$ for a security and/or utility deposit, which shall be refunded upon termination of the Tenant(s)'s tenancy in the Park to the extent that the amount is not necessary to remedy the Tenant(s)'s default in the performance of this Rental Agreement and/or to repair damages to the space or Park caused by the Tenant(s), not including ordinary wear and tear.

PARK RULES: The Park Rules are incorporated herein by reference as though fully set forth at this point. Tenant(s) agrees to comply with all Park Rules that now exist and such additional rules as may be promulgated by the park from time to time.

CHANGES IN RULES, STANDARDS OF MAINTENANCE, SERVICES, and EQUIPMENT OR PHYSICAL IMPROVEMENTS:

The Park's rules and regulations, standards of maintenance of physical improvements in the park, together with services (including utilities), equipment and physical improvements within the park may be changed from time to times as provided by any law then in effect.

ENTRY UPON RESIDENT'S SPACE: The Park shall have a right of entry upon the land on which a recreational vehicle is situated for maintenance of utilities, maintenance of premises if the occupant fails to do so, and the protection of the Park at any reasonable time. However, such entry shall not be in a manner at a time which would interfere with the occupant's quiet enjoyment. The Park may enter a recreational vehicle without the prior written consent of the occupant in the case of an emergency or when the occupant has abandoned the recreational vehicle.

TERMINATION OF RENTAL AGREEMENT BY TENANT: Tenant(s) understands that this Rental Agreement will remain in effect and Tenant(s) will be liable to pay rent as set forth in this Agreement whether or not the Tenant(s) occupies the space or maintains a

recreational vehicle at the space for the term of this Rental Agreement, unless the Guests) sells the recreational vehicle to a purchaser who is approved by the Park and who executes a new Guest stay or Rental Agreement or unless the Guests) removes the recreational vehicle from the Park.

NO RENTING OR SUBLETTING: Guests(s) shall not sublease or otherwise rent all or any portion of Guests (s)'s recreational vehicle , Room or the premises. Guests(s) shall not assign or encumber his or her interest in this Guest stay agreement/Rental Agreement or the premises. No consent to any assignment, encumbrance, sublease or other renting shall constitute a further waiver of the provisions of this paragraph. If Tenant(s) consist of more than one person, a purported assignment, voluntary, involuntary, or by operation of law, from one person to the other shall be deemed an assignment with the meaning of this paragraph.

PETS: Special Permission to keep a house pet in the Park or room must be obtained from Park Management. A house pet is defined as a pet that spends its primary existence within the RV or room. Park Management reserves the right to deny a Resident a pet if a proposed pet would pose a threat to the health and safety of Residents of the Park. The Pet Rules are incorporated herein by reference as though fully set forth at this point. Guest(s) agrees to comply with all Pet Rules that now exist and such additional Rules as may be promulgated by the Park from time to time.

USE PROHIBITED: The recreational vehicle and premises shall be used only for an active reservation private vacation purposes and no business or commercial activity of any nature shall be conducted thereon. No Residency to be established.

WAIVER: The waiver by the Park or, of the failure of the Park to take action in any respect because of any breach of a term, covenant or condition contained herein of the violation of a Park Rule or Regulation shall not be a waiver of that term or rule. The subsequent acceptance of rent by the Park shall not be a waiver of any preceding breach of this Rental Agreement by the Guest(s) or any violation of Park Rules or failure of Tenant(s) to pay any particular rent, regardless of the Park's knowledge of the preceding breach or violation of Park Rules or Regulations or failure to pay rent.

ATTORNEY'S FEES AND COSTS: In any action arising out of Guest (s) Tenant(s)'s tenancy or failure to comply with this Agreement the Black Bear Resort is entitled to reimbursement of all court costs.

INTERPRETATION: Each provision of this agreement is separate, distinct, and individually enforceable. In the event any provision is declared to be unlawful or unenforceable, the validity of all other provisions shall not be affected.

EFFECT ON THIS AGREEMENT: Guests agrees that this Stay or Extended Stay Rental Agreement contains the entire Agreement between the parties regarding the rental of space within the Park or a room at the motel. All prior negotiations or stipulations concerning this matter which preceded or accompanied the execution of this Agreement are conclusively deemed to have been superseded by this written Agreement. This Agreement completely supersedes any prior Agreement of the parties, whether in writing or oral.

SUCCESSORS AND ASSIGNS: This Agreement and each and all of its terms, provisions, covenants, conditions, rights and obligations shall be binding upon the time and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, executors, and administrators.

ALTERATION OF THIS AGREEMENT: This Agreement may be altered by Guests/Tenant only by written agreement signed by both of the parties or by operation of law. This Agreement may be altered by owner by written agreement signed by both of the parties, by operation of law or in any manner provided by the Recreational Vehicle Park Occupancy Law or other applicable law.

ACKNOWLEDGMENT: Tenant(s) acknowledges that he and/or she have read, understood and received copies of this Rental Agreement, together with a copy of the Park Rules and Regulations, and further, that he and/or she have read and understand each of these documents. Tenant(s) understands that by executing this Rental Agreement, he and/or she will be bound by the terms and conditions thereof.

Guests agree to pay space or rental unit rent on time. \$25 late fee applies on the 1st day late plus 10.00 a day thereafter, Upon the 5th day the Guests /tenant agrees to make payment and late fees to the management in full by 5pm on 5th day or to vacate the space RV site or room without any issue. I agree that I will not cause Black bear to proceed with an eviction , as I will and do agree that if I cannot pay the rent payments or if I break the rules or policies, than I will vacate the premises upon the 5th day _____ without any issues or eviction procedures, as I will surrender and waive my rights to the tenancy laws of Colorado and agree that this is not a lease or residency but a reservation and I am to leave the property.

___ I agree to pay electric use at .17 per kwh for anything over \$100 of use in summer : May-Sept. and 150 in winter Oct-May 1st.Due and payable with rent and on rent date.

___ I agree that this is a reservation extended stay at that at no time will or am I taking residency at Black bear RV Park & Motel. That my stay is based upon the reservation only, and calendar of said reservation. Once my reservation ends I may ask to re-new or extend depending upon the availability.

___ I agree that if I make an extended stay for a certain amount of time that I will follow through with that stay and its length of time, If I fail to full fill the term than I am still responsible for the payments of that reservation stay and time period. I also agree that my deposit will not be refunded if I cancel the term of the reservation early.

___ I agree to abide by all park rules and policies . I have read the policies on the website. www.blackbearrvpark.com and any rules stated herein.

___ I agree to leave the RV site in just as good of condition as it was upon my arrival. any damage to the site, property or utilities is my responsibility and I agree to the charges that Black Bear will bill to me.

___ I agree that any and all communication via texts from management is just as good as a written notice.

___ I agree to supervise my children and Pets at all times and pay for any damages caused by them.

___ I agree that Me and my party(are here at our own risk and will not Hold Black Bear Resort RV Park / Motel responsible for any injury, slips, falls or accidents to me, myself, children, visitors, pets or others in my party. I waive my right to sue as I am here at my own Risk and am responsible for all in my party. ___ X _____

___ I agree to the Trash & Dumpster rules. \$25 -\$150 disposal fee of things other than household trash.

___ I agree not to excessively stream on the Internet and that if I need better service I will contact Management and get my own service.

I agree to leave the room in a clean and orderly fashion. Or pay a \$75 cleaning fee and to leave all belongings and inventory of the Motel in my room and to pay for anything missing.

My debit/credit card will be on file for any and all damages or missing items and I agree to not cancel the card until I have had room inspection.

___ deposit will not be recovered to me if any damage or missing items are found, I will allow 5 to 7 business days for deposit refund if deposit is granted back to me.

___ I agree to get a PO box and not use the parks mailbox for my mail. I can use the Fed-x Ups delivery station for packages but I am responsible for breaking down cardboard boxes.. Cardboard boxes do not go into the Dumpster.

___ I agree that if the Dumpster is full I will hold my trash back and not place it on top of or beside the dumpster. Wednesdays are trash day so I agree to wait until dumpster is emptied.

___ I agree to NO Glass Bottles on the Park/Motel premises.

___ I agree that any violent behavior or unruly drunkenness or vulgar words or actions to other guests or the staff, owner or others is immediate grounds for termination without further warning or notice or refund.

___ I agree to scoop the poop and keep it off of the proeperty and premises and to dispose of into the dumpster. I also agree not to put food, cans, drinks or trash of any sort into any other container other than the dumpster.

___ I am aware of security system on premises and I am in acceptance and agreance of such.

No open fires except in barbeque grills or in small fire pits that are at least six inches above the ground. Homemade fire pits, washing machine drums etc. are not allowed. Call Howard VOL fire dept for permission.

Please respect your neighbor and do not cut through their site. or allow your pet to poop or go into their site. Or children in their site.

Each RV will use one space and hookups for that assigned space only.

A maximum of 2 pets per RV are allowed. All pets must be registered with office prior to bringing pet into park. Additional pet restrictions apply, see management for pet rules.

Visitors are not allowed to bring any pets into the park.

No tents. Also before driving stakes of any unless pre-approved or a designated tent site

Sewage and gray water must not run on the ground. A positive sewer seal is required at both ends of your sewer hose.

All RV's and other vehicles must have current license, registration and insurance at all times.

No Soliciting or any commercial activity.

Absolutely No Sub-Leasing. No outbuilding unless approved in writing, No plywood skirting on RV;s or decks.

No fireworks allowed. Fireworks may be allowed in a designated area on the 4th of July only. Additional restrictions will apply, see office for details prior to lighting any fireworks.

Renters and all other users of this property are liable for all property damages.

All Local, State and Federal laws are applicable to all persons on the premises.

Rowdiness, loud music, abusive language, violent behavior, and drunkenness, possession or use of drugs will not be tolerated at any time.

Objectionable conduct of any kind or violation of any park rule or anyone causing a disturbance will immediately be asked to leave the premises and will forfeit all fees.

Vandalism in any form will not be permitted.

Smokers please do not throw cigarette butts on the ground. No Smoking in ANY park building. Please advise your guest. High desert and very easy to start a fire here. \$50 fee for cig or trash pick-up. This is loitering.

Please help us keep our restrooms clean. If restroom is in need of attention please make management aware of the problem.

Off road, all terrain or unlicensed vehicles are not permitted to be ridden in the park.

Management reserves the right to evict or refuse entry to any person who has evidenced a disregard for the rules without a refund. Guests and their visitors use the site at their own risk.

Rent is due on your due date. Five days grace period will be given for late rent payments. Anyone later than five days will be charged \$10.00/day. Anyone later than five days may be evicted.

Occupants and their vehicles may be removed without a judicial hearing by law enforcement officers upon 72 hours written notice for failure to pay full amount of space rental when due or for failure to comply with written rules and regulations of the park.

Management assumes no responsibility for accidents, injuries, or losses from any cause. The camper agrees to carry and maintain in full force and effect adequate property and liability insurance on any vehicle or recreational unit brought into the park. We are not responsible for your losses due to theft, fire, storms, accidents, or rushing or rising water.

We reserve the right to make changes to the rules, regulations and fees that we deem necessary. We reserve the right to refuse service to any one we deem.

We cannot strongly enough emphasize the necessity of each tenant's conformance with the rules. Your cooperation will make this park a better and neater place for you and your neighbors to live.

Special permission to keep a house pet in the Park must be obtained from Park Management. A house pet is defined as a pet that spends its primary existence within the RV. Park Management reserves the right to deny a Resident a pet if a proposed pet would pose a threat to the health and safety of Residents of the Park. No more than two (2) dog or cat is permitted in addition, resident may keep a maximum of two (2) birds and/or (1) aquarium.

- A) The types of pet permitted are: a domesticated bird, cat, dog, or aquatic animal kept within an aquarium. Only medium sized cats or dogs (which, at maturity, do not exceed 50 pounds in weight) are permitted. Pit Bulls, Chow Chows, Rottweilers, Doberman Pinschers and other aggressive breeds are expressly prohibited.
- B) Non-house pets (including farm animals) are prohibited under any circumstances. Strange and exotic pets are not permitted.
- C) After moving into the Park, a pet may not be acquired without written permission from the Park Management. Park Management must approve all pets before application to rent is accepted.
- D) If a pet is lost or dies, written permission to acquire a new pet must be obtained from Park Management.
- E) If any of the rules regarding pets is violated, and such violation is noted by Park Management or a valid complaint is made by another Resident, the Resident owner of the pet will receive an official notice in writing stating that the right to keep a pet within the Park is terminated.

The following rules must be strictly followed by all pet owners:

- 1) Each pet must be licensed and inoculated in accordance with local law. Evidence of licensing and inoculation shall be submitted to Park Management within seven (7) days of receipt of written request for such information.
- 2) All pets must be registered with office prior to bringing pet into park
- 3) Maximum of two (2) quiet well-mannered pets are allowed per site.
- 4) Pets must be on a leash when not inside the RV.
- 5) All pets are to be kept inside at night and are never to be left unattended.
- 6) Any pet running loose in the Park will be turned over to local authority. Recurring violations of this rule will lead to the loss of the privilege to maintain a pet.
- 7) Pets will not be allowed in the clubhouse or any park building at any time.
- 8) Pets will not be allowed to cause any disturbance which might annoy neighbors, including, but not limited to, barking, growling, biting or any other unusual noises or damage. Under no condition is a pet to invade the privacy of anyone's site, flower beds, shrubs, etc. Pet owners are responsible at all times for their pets, including injury, destruction, and annoyances to other Residents, and the Park and Park Management shall not be liable for any loss, damage or injury of any kind whatsoever caused by Guest(s) pet.
- 9) No exterior pet housing is permitted in the Park. This includes, but is not limited to, any type of confining barricade or structure. Small temporary pet pens may be used as long as they are stowed inside or under RV while not in use.
- 10) Visitors are not permitted to bring any pet into the Park.
- 11) Feeding of stray cats and other animals is prohibited.
- 12) The tying up of pets outside the RV and/or leaving them unattended outside is prohibited.
- 13) No tying up of pets to any park property at any time.
- 14) If Resident's pet is allowed to exercise in Resident's yard or elsewhere, all excrement must be picked up, wrapped in paper and placed in the trash immediately (bags are available throughout the park).
- 15) Park Management encourages pets to be spayed or neutered. However, in the event of offspring, Park Management must be immediately notified and written permission of Park Management must be obtained for the offspring to stay in the Park for a temporary period not to exceed eight (8) weeks.

16) X _____ X _____ I agree to all.

March 30, 2017

