

Site _____



Vista View Resort

526 S. Clubhouse Lane, Sierra Vista, AZ 85635

RV Contract

Arrival Date: _____ Departure Date: _____

Name (please print): _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Vista View only accepts checks. Please make checks payable to VISTA VIEW RESORT. Upon arrival you will be given the opportunity to pay online.

Please read and initial the following:

_____ I understand the space rent is due the first of each month. Any late fees will be charged \$5.00 per day.

_____ I understand I will be provided information to use free Wi-Fi and a code to get into the RV gate. I agree to not share this information.

_____ I understand that the rules for Vista View Resort must be followed at all times and failure to do so may result in eviction from the resort.

_____ I understand I will be given a pool key, fitness center key, clubhouse key, laundry room key and gate remote upon arrival. Failure to return any, or all keys, will result in a fee.

_____ I understand my insurance and registration must be current and copies provided to the office, along with a copy of my ID.

All forms must be completed. Copy of rules will be given upon request.

Signature: _____ Date: _____

Thank you for choosing VISTA VIEW RESORT

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Vehicle ID Form

All vehicles must have current registration, insurance and be operative.

Occupant Name: _____

Insurance Company: _____

Policy Number: _____

Policy Expiration: _____

Description of Vehicle:

Type of vehicle: (5th wheel, travel trailer, coach, car, etc.) _____

License Plate Number: _____

State: _____ Tag Expiration: _____

Make: _____ Model: _____

Year: _____ Color: _____ Length: _____

Description of Vehicle:

Type of vehicle: (5th wheel, travel trailer, coach, car, etc.) _____

License Plate Number: _____

State: _____ Tag Expiration: _____

Make: _____ Model: _____

Year: _____ Color: _____ Length: _____

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Mail Authorization Form

I/We _____ hereby give permission for the Vista View Resort Staff to receive/collect my mail until instructed otherwise. For mail service use the following address: 526 S CLUBHOUSE LANE SIERRA VISTA, AZ 85635.

A mail key will be provided and you will be assigned a mailbox outside the Clubhouse. If there is a key in your box, you have a package in one of the parcel lockers. In the event a package is too big to fit in the parcel locker, your package will remain in my office. I will not notify you of any deliveries. You may collect any deliveries Monday-Friday 8:00 am to 5:00 pm. Fed Ex, UPS and USPS will not deliver to RV sites. Please do not order large packages if you are going out of town. Your mail key must be returned upon departure. A fee will be added to your account if not returned.

PLEASE NOTE: USPS will NOT forward mail from a business address. Vista View will forward mail for 2 weeks after your departure, if you provide a forwarding address to us.

- I/We WILL be using Vista View Resort to collect our mail.
- I/We WILL NOT be using Vista View Resort to collect our mail.

Vista View Resort is not responsible for lost or damaged packages.

Print Name: _____

Signature: _____

Print Name: _____

Signature: _____

VVR Agent Name: _____

VVR Agent Signature: _____

Date: _____

For office use only

Mailbox # _____ Key given on: _____

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Age Verification

In 1995, Congress passed the Housing for Older Persons Act. The Federal Fair Housing Act (the "Act") prohibits discrimination in renting to families with children under eighteen (18) years of age. The 1995 law, however, permits an exception for residential properties (including manufactured home communities) that allows for a Senior Status Exemption. If a community qualifies in terms of the ages of its residents under the allowable ratios contained in the Act, it may declare itself a Seniors Community (of an Age Qualified Community) and thereby **legally** exclude families with young children.

The law requires documentation to support the Seniors Exemption. To preserve the Seniors Exemption Status of your community, we ask that you complete this brief questionnaire. In order to protect the Seniors Status, we will screen any prospective purchasers of the project homes or subsequent subleases.

INFORMATION

<u>Name of Resident</u>	<u>Date of Birth</u>	<u>Age</u>	<u>Own/Rent</u>	<u>Date Moved to Vista View</u>
_____	___/___/___	___	_____	___/___/___
_____	___/___/___	___	_____	___/___/___
_____	___/___/___	___	_____	___/___/___

Proof of Age

The law also requires that the community have and enforce effective age verification procedures. To comply with s, we ask that you attach a copy of the drivers license or other government issued photo ID issued to the residents listed above. Thank you for your cooperation.

Response

The information listed above and copy of ID attached is true and accurate.

Resident Signature: _____ Date: _____

I have viewed the ID and have a copy for our records.

Vista View Resort Agent: _____

Vista View Resort Agent Signature: _____

Recreational Vehicle Rules and Regulations

A. Reference to the “Management” is to the on-site manager and/or to the management company that is employed by the Project owners.

B. Residency and Rents:

1. All RV Users are required to acquaint themselves and their guests and visitors with these Vista View Recreation Vehicle Rules and Regulations, and all other guidelines for occupation of the Vista View Estates Project.
2. No loud talking, radio, TV or other noises capable of disturbing a neighbor in any manner will be permitted at any time, and especially between the hours of 10:00 pm and 6:00 am.
3. Offensive conduct, including interferences with other Residents, their guests or the operation of the Project by Management, the disturbance of the peace and quiet, and/or the willful or careless destruction to property or injury to persons or animals within the Project, is strictly prohibited.
4. All Residents are required to maintain their own casualty, fire and liability insurance coverage on their recreational vehicle.
5. Rents, utility charges, late charges, charges for returned checks, and other fees, are due and payable on the first (1st) of the month. A late fee of \$5.00 per day will be added if rent is not paid by the fifth (5th).
6. No refund of rents shall be made for a partial month’s occupancy and no transfer of credit from one User to another will be made.
7. If a unit is intended to be left unoccupied for any period of time, Management should be advised of such an absence. Each User shall be held responsible for maintaining their Recreational Vehicle including the maintenance of the lot, patio, driveway, etc. while the vehicle is left unoccupied.

C. Subletting or Use by Others Than Users:

1. No subletting of an RV space will be permitted unless authorized in writing by the Management. Rental spaces shall be used only for Recreational Vehicles purposes.
2. A Space must be regularly occupied by its “registered” User unless otherwise proved by separate addendum duly excluded by the Management.
3. Auctions or yard sales are not allowed within the Project.

D. Space Usage & Maintenance:

1. Recreational Vehicle Users shall maintain their lots in a clean and orderly condition. The exterior of the Recreational Vehicle Unit must be kept clean. Patios must be properly maintained in good repair and orderly at all times. No storing of any items unit the unit will be allowed.
2. No furniture, except patio furniture is permitted on any patio. Major appliances (i.e., refrigerators) are not allowed outside of a unit except within the confines of approved storage structures.
3. The storage of tools, motors, fans or parts, trash or junk on rented spaces outside of any Recreational Vehicle and/or outside an approved storage shed is not allowed.
4. Spaces not clean and maintained by the User are subject to clean-up by management with the Users being financially responsible.

5. The Management will provide a trash container. Do not put things next to the dumpster. All trash is to be placed inside the dumpster.
6. Washing of Recreational vehicles is not allowed without prior approval by Management. No clotheslines are allowed.

E. Vehicles:

1. Safe and careful driving is the responsibility of all Users, their visitors, guests, and invitees.
2. All posted traffic and pedestrian signs must be obeyed. If not posted, the maximum speed limit within the project is 15 miles per hour.
3. No parking shall be done in any designated fire lanes. All parking and street usage must comply with all Fire Department regulations.
4. No on-street parking is allowed in the project. All vehicles are to be parked in the "on-lot" driveways only.
5. Commercial vehicles and trailers are not allowed to park inside the Project. This includes parking on any Recreational Vehicle space. This provision shall not be interpreted to include 5th wheel tow vehicles, passenger cars and ¾ ton or smaller pickup trucks owned by any Recreational Vehicle Users.
6. There shall be no parking of any type of vehicles on any vacant lot or space.
7. The construction, repair, and maintenance of vehicles, including trailers, recreational vehicles and boats, shall not be done on any User's RV space, in the driveway or on the street. Any car dripping gasoline or oil must be fixed. Users must clean spillage and pay for any damages to driveways and street.
8. Management shall not be held responsible for any damage, theft or loss that occurs.

F. Other Common Facilities:

1. No lifeguard is on duty at the pool facilities, and each User and all their guests and invitees shall use the pool and spa facilities at their own risk, and shall indemnify and hold the Management and/or the Owner from all personal injuries or losses from the use of said facilities.
2. The common facilities, similar to the recreational facilities, are subject to a separate set of regulations and procedures, and when such regulations are posted in a common area, those regulations hereby become a part of these Vista View Community Rules and Regulations with equal force and effect.

G. Recreational Facilities:

1. The rules posted in the recreational areas are also considered to be a part of the Recreational Vehicle Rules and Regulations and are incorporated herein by this reference as if fully set forth in this document.
2. Recreational facilities are provided for the exclusive use of Community Residents and their guest when accompanied by the Resident. If unaccompanied by the User (Resident), the guest must first check in with the Management. Boisterous activity and unnecessary noises are strictly forbidden in and around the recreational and common areas.
3. No glass containers of any kind are permitted in the pool area.
4. Unless due to gross negligence on the part of the Management and/or the Owner, each Resident, and all of their guests and invitees, shall indemnify and hold the Management and the Owner harmless from any personal injuries or losses therefrom for their use and enjoyment of the fitness center facilities and exercise equipment. Residents shall notify

each of their guests and invitees to use the equipment properly and further that said equipment is used at their own risk.

5. Damage caused to the project Common and Recreational areas by Residents, Occupants, Guests, Visitors, or Invitees of Residents will be the responsibility of the Resident (User).

H. Pets:

1. Subject to the Pet Agreements, pet is allowed in the community but are limited to a reasonable amount as determined at the sole discretion of the Management.
2. Assistive animals reasonably required to assist Residents with handicaps are allowed without exception. Users must register all assistive animals with Management and may be required to document the need for the animal if it is not apparent. All residents are responsible for the conduct of pets or assistive animals in their home and for cleaning up after them.
3. No pets are allowed in any Common Area except the Nature Trail.
4. All animal wastes must be immediately cleaned up by the pet's owner and/or handler.
5. Pets (including cats) must be on a leash or restricted at all times when outside and shall not be left unattended. Cochise County has a Leash Law and you could be fined by the county and/or the Project.

I. Complaints & Emergencies:

1. All complaints, other than emergency complaints, must be presented to management in writing during regular office hours.
2. In Case of any after hours emergencies, the User must call the proper authorities.
3. Neighborhood disputes and personal conflicts are not the concern of Management unless the peace and safety of the Project is involved.
4. Users should notify Management at any time they have requested police, fire department, ambulance or any other emergency vehicle.

J. Injury & Loss:

1. Users shall assume and bear the risk of injury and/or damage for themselves and their guests, visitors, or licensees while using any recreational or other common facilities of the Project.
2. Owner's insurance does not cover Users, their guests, or visitors unless a claim is due to Management/Owner gross negligence.

K. Violations of Recreational Vehicle Guidelines:

1. A violation of the Recreational Vehicle Rules and Regulations is subjected to the User to reasonable actions to correct said violations.
2. Violations of local, state or federal law that relate to residency in the Project shall also constitute violation of these Rules and Regulations.

L. Waiver of Default:

1. The acceptance of rent payments or any other charges due under the RV Space Rental Agreement or other documents shall not be construed as a waiver of any breach of any term, covenant, or condition of the rental agreement or the Recreational Vehicle Rules and Regulations, nor shall it reinstate, continue or extend the term of the parties rent agreement or affect any notice, demand or suit hereunder, unless written approval by management is obtained by the User. Furthermore, the Management waives, inability or failure in one or more instances to insist upon compliance with the terms, conditions or

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provisions of the Rules of the law shall not be construed as a waiver or relinquishment of any rights to enforce to the Rules or applicable laws.

M. Attorney Fees:

1. Should either the Management or a User be required to seek legal remedies through the courts to enforce the terms, conditions and covenants of the RV Space Rental Agreement or these Rules and Regulations, the prevailing party shall recover all reasonable attorney fees incurred in any court proceeding commenced.

N. Revisions:

1. The Management reserves the right to periodically amend and revise These Rules and Regulations from time to times as, in its discretion, is in the best interests of the Community, and/or is necessary to bring these Rules and Regulations into conformance with the laws of the State of Arizona. The Management also reserves the right to make exceptions and exemptions to the Rules and Regulations as may be necessary to accommodate persons with disabilities or impairments or to otherwise advance the best interest of the Project.

O. Additional Rules:

1. All signs, notices or directives that are posted in the Community are made a part of these Rules and incorporated herein by this reference.

P. Headings:

1. The section headings and titles contained in these Rules are for the purposes of convenience and reference only, and do not limit or define the scope of coverage under these Rules. In the event of any conflict between the Community Documents, the Rules and Regulations shall control over all documents and the Rental Agreement shall control over all other documents.

Q. Severability:

1. Invalidation of any one or more of these Rules by a tribunal of competent jurisdiction shall in no way affect any other provisions, which shall remain in force and full effect.

Complaints about your pets will be handled as follows:

If there are two written complaints about your pets, you will be asked to leave the RV park.

Accepted and Agreed:

Name (please print): _____

Signature: _____ Date: _____

Delivery of Rules and Regulations Acknowledged Hereby: VISTA VIEW RESORT AGENT

_____ Date: _____

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In Case of Emergency/Pets

Guest Name: _____

In Case of Emergency

Contact Name: _____

Contact Phone Number: _____

Contact Address: _____

Relationship to Guest: _____

Pets

All pets must be current on shots. All pets must be on a leash when outside. You must pick up any waste immediately.

Do you have any pets? YES or NO

How Many? _____

Name: _____ Type: _____ Weight: _____

Breed: _____ Color: _____ Age: _____

Name: _____ Type: _____ Weight: _____

Breed: _____ Color: _____ Age: _____

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RELEASE, ASSUMPTION OF RISK, PERMISSION, AND INDEMNITY AGREEMENT

Release and Waiver of Lawsuit/Liability. In consideration of being permitted to use the Pickleball Courts on the Vista View Resort Property with the office address of 526 S Clubhouse Lane Sierra Vista AZ 85635.

I, for myself, my heirs or guests, **hereby release, waive, discharge and covenant not to sue VISTA VIEW RESORT**

Printed Name

Printed Name

, and their officers, directors, employees and agents, sponsors, volunteers, and/or other representatives (collectively, the "Released Parties") for liability from fault in connection with any personal injuries, death, accidents, illnesses (such as communicable diseases including COVID-19), and property loss arising from, but not limited to, participation in the Event. I understand that this release means that I give up my right to bring negligence claims against the Released Parties, including for personal injuries, death, disease or property losses, or any other loss, whether known or unknown, foreseen or unforeseen.

Assumption of Risk. Participation in the Event carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary but include 1) minor injuries such as bruises, sprains and dehydration, 2) major injuries such as eye injuries, joint or back injuries, heat stroke, heart attacks, and concussions, and 3) catastrophic injuries such as paralysis and death. By my signature below, I certify that I am physically fit for participation, and that if there are any questions about whether my participation is suitable, I will consult a health care provider prior to participating. I also understand that the use of protective equipment, including protective eyewear, is recommended during my participation, and that should I choose to forego wearing protective equipment I assume the risk of any injury resulting therefrom. **I have read the previous paragraphs and I know, understand and appreciate these and other risks that are inherent in playing pickleball. I assert that my participation is voluntary and that I knowingly assume all such risks.**

Indemnification and Hold Harmless. I also agree to indemnify and hold **VISTA VIEW RESORT and all Released Parties harmless** from any and all claims, actions, suits, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in using the pickleball court.

Use Permission. I also give **VISTA VIEW RESORT** and its agents and designees permission to use or distribute, without limitation or obligation, my image, name, voice, and words for any purpose, including promotional, marketing, informational, and archival uses.

By my signature below I acknowledge that I have read and fully understood all provisions above and freely and knowingly assume the risk and waive my rights concerning liability as set out above. I also agree that the law of the State of Arizona shall apply to this agreement.

Print Name of Participant Signature of Participant Date

Print Name of Participant Signature of Participant Date

Print Name of Vista View Resort Agent Signature of Vista View Resort Agent Date