

Sun Vista RV Resort

New Owner Check List

Name: _____ Space#: _____

- ____1. Check for 86.73 **per person** in US funds
- ____2. Check for Annual Rent in US funds
- ____3. Copy of Driver(s) License(s)
- ____4. Complete packet signed, initialed and dated
 - ____2. Authorization for Credit and Background
 - ____3. Application form
 - ____4. Disclosure Statement
 - ____5. Agreement to Comply
 - ____6. Age Verification form
 - ____7. Ownership transfer
 - ____8. Purchase Offer
 - ____9. Waiver of Liability
 - ____10. Form for Directory
 - ____11. Pet Form
 - ____12. Pre-Sale Inspection From
 - ____13. Addendum to Home Space Lease
 - ____14. Signed MAR Statement
 - ____15. Signed Cable Agreement

After approval:

- 1- Purchase mail key from mailroom

Sun Vista RV Resort

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SUN VISTA RENTAL NOTIFICATION 55+ COMMUNITY

7201 E. 32nd Street

Yuma, AZ 85365

Phone (928)726-8920

Fax (928)726-1629

Email: sunvistaoffice@earthlink.net

Space # _____

If this form is not completed, signed and returned to the Office, by fax, email, or hand delivery, before the renter arrive/s will be responsible for any and all charges that are incurred.

This is to notify Sun Vista that I (we) _____ are renting our park model or permanently set RV, located at Space # _____ in Sun Vista Resort to:

Name: _____ D.O.B. _____ Companion _____ D.O.B. _____

Address: _____ Phone: _____

City: _____ State/Prov: _____ Zip/Postal Code: _____

E-Mail Address: _____

Make of Vehicle: _____ License: _____

Emergency Contact: _____ Phone: _____

Relationship: _____

Arrival Date: _____ Departure Date: _____

Electric Paid By Owner: Yes () No () Gate Opener Used By Renter: Yes () No ()

Mail Box Used by Renter: Yes _____ No _____ Pet: _____ Yes _____ No Dog: _____ Cat: _____

I (we) assume responsibility for all acts or expenses incurred by the above named renters, including, but not limited to, guest fees, electric charges, or damages caused by the intentional or negligent acts of the above, their guests, residents or others, during the period of their occupancy in Sun Vista Resort. We indemnify Sun Vista for all such expenses, fees and or damages. I(we) fully understand that during the above rental time period, I (we) relinquish the privilege of using the Sun Vista and all other charges. I(we) fully understand that during the above rental time period, I (we) relinquish the privilege of using the Sun Vista facilities.

Signature of Rental Agent/Permanent Park Model Owner

Date

Signature of Renter

Date

Sun Vista RV Resort

7201 E. 32nd St.
Yuma, AZ 85365
480-982-4173

I/We _____, do hereby authorize Sun Vista
Prospective Resident's Name(s)

to receive a copy of my/our credit report(s) as well as any and all background
information available.

Date

Prospective Resident's Signature

Date

Prospective Resident's Signature

NON-REFUNDABLE APPLICATION FEE: \$86.73 PER PERSON

Pursuant to State and Federal Fair Credit Reporting Acts, this is to inform you than an investigation involving the statements made on your rental application of the above-mentioned community, as well as inquiries regarding public records, your character, general reputation, personal characteristics and mode of living may be initiated. You have the right to dispute information reported. Upon written request, you are entitled to a complete and accurate disclosure of the investigation's nature and scope as well as a written summary of your rights and remedies under the Fair Credit Reporting Act. Inquiries should be directed to Resident's Data Inc., PO Box 850454, Richardson, TX 75085-0454. We certify that, to the best of my/our knowledge, all statements are true and complete. False, fraudulent or misleading information may be grounds for denial of tenancy or subsequent eviction, I/we authorize Resident Data, Inc. to obtain all reports verifications necessary to verify all information put forth in the above application to the management of Lost Dutchman.

SUN VISTA RV RESORT 7201 E 32nd st. Yuma, AZ 85365

Lot # _____

Park Manager _____

Home Owner _____

Estimated Move-in Date: _____

Estimated Departure Date: _____

APPLICANT INFORMATION

PRIMARY:

Name: _____ Phone _____
(Last) (First) (MI) (Home) (Cell)
Current Address: _____
(Street Address) (City) (State) (Zip)
Marital Status Single _____ Married _____ Separated _____ Maiden Name _____ Birth Date _____
SS#: _____ Driver's License #: _____ State: _____
Email _____

SPOUSE:

Name: _____ Phone _____
(Last) (First) (MI) (Home) (Cell)
Current Address: _____
(Street Address) (City) (State) (Zip)
Marital Status Single _____ Married _____ Separated _____ Maiden Name _____ Birth Date _____
SS#: _____ Driver's License #: _____ State: _____
Email _____

OTHER OCCUPANT:

Name: _____ Phone _____
(Last) (First) (MI) (Home) (Cell)
SS# _____ Birth Date _____

NEAREST RELATIVE:

Name: _____ Phone _____
(Last) (First) (MI) (Home) (Cell)
Current Address: _____
(Street Address) (City) (State) (Zip)

EMERGENCY CONTACT (other than above)

Name: _____ Phone _____
(Last) (First) (MI) (Home) (Cell)
Current Address: _____
(Street Address) (City) (State) (Zip)

VEHICLE DESCRIPTION

Vehicle #1 Make _____ Model _____ Year _____ License _____ State _____

Vehicle #2 Make _____ Model _____ Year _____ License _____ State _____

PETS:

Do you have a pet in the home? Yes _____ No _____ If Dog, what breed? _____

Qualifying Question:

1. Have you or your spouse ever been evicted from rental housing? If yes, list state Yes _____ No _____ State _____
2. Will there be any other occupants over 21 years of age than those listed above? Yes _____ No _____

EQUAL HOUSING OPPORTUNITY

I am aware that an incomplete application causes a delay in processing and may result in denial of tenancy.

Future Resident Signature _____

Date _____

Future Resident Signature _____

Date _____

Sun Vista RV Resort Disclosure Statement

The person(s) authorized to manage the premises is:
Sun Vista RV Resort, LLC

The owners of the premises are: Sun Vista RV Resort, LLC
7201 E. 32nd St. Yuma, AZ 85365

By initialing each line below, I have acknowledged that I have received the following:

_____ The latest copy of the Arizona Recreation Vehicle Long Term Rental Space Act.

_____ A Disclosure of Management and Ownership of the premises.

_____ A current copy of the Rules and Regulations of the premises.

Resident Signature

Date

Resident Signature

Date

Home Owners and Renters Rental Agreement

AGREEMENT TO COMPLY WITH THE RULES AND REGULATIONS

I/We acknowledge that I/We have received a copy of the Rules & Regulations of Sun Vista RV Resort, Dated _____, 20____. I/We agree to abide by the terms and conditions of these Rules & Regulations. I/We understand that non-compliance with any of the above could be cause for my/our eviction from the property and/or legal action of collection of funds owed or other damages.

I/We also agree not to remove our home from Sun Vista RV Resort or to sell our home to anyone who intends to remove the home from Sun Vista RV Resort without first notifying Park Manage and complying with all Park Rules & Regulations as stated.

- The Term of this Agreement will be for 12 months, renewable on a 12-month basis unless other terms are agreed upon by Landlord and Tenant.
- The Rental Rate will be the posted rate as of the date of the agreement.

Resident _____

Resident _____

Date _____

Date _____

Space Number _____

Cell Number _____

Home Number _____

SUN VISTA EMERGENCY NOTIFICATION

In case of an emergency, we need someone to call on your behalf. Please list someone other than you or your spouse.

Name: _____

Address: _____

City, State, Zip: _____

Phone Number(s): _____

Sun Vista RV Resort, 55+ COMMUNITY

AGE VERIFICATION FORM

BACKGROUND

In 1995 Congress passed the Housing for Older Persons Act. The Federal Fair Housing 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 recreational vehicle communities) that allows for a Senior Status Exemption. If a community qualifies in terms of the ages of its residents, it may declare itself a Seniors Community and thereby legally exclude families with young children.

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

INFORMATION

Names of Full Time Residents*	Date of Birth	Age	Do you own/rent your RV	Date you moved in park-Month/Year
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

*Resident means the person(s) entitled to occupy the RV space under the terms of the Rental Agreement. This includes persons with a valid, approved sublease Agreement; it does not include guests or visitors.

PROOF OF AGE

The law also requires that the community have and enforce effective age verification procedures. To comply with us, we ask that you **attach a copy of the driver's license or other government issued photo ID** issued to one of the residents listed above, showing that resident to be more than 55 years of age.

Thank you for your cooperation.

The undersigned understands and acknowledges that this Park is a "housing for older person" park with minimum age requirements as set forth in its Statements of Policy. The undersigned hereby represents that the person(s) making application to reside in the park meet the age requirements.

Applicant's Signature

Dated

Applicant's Signature

Dated

Sun Vista RV Resort Ownership Transfer

To be completed only if purchasing a home

This is to certify that I, _____

Have sold my unit on space # _____.

Anniversary Date _____ (Date Rent is Due)

Year _____

Make _____

Size _____

VIN # _____

To: New Owner(s)

Name _____

Address _____

City, State _____

Zip _____

Phone _____

Ownership is to be transferred effective as of _____.
Date of Sale

PURCHASE OFFER

Date: _____

I (we), _____ are accepting the offer
(owner)

on unit _____ for \$ _____.

Sign: _____

Sign: _____

I (we), _____ Offered \$ _____
(Buyer)

For unit _____.

Sign: _____

Sign: _____

AMENITIES ASSUMPTION OF RISK, RELEASE, AND WAIVER OF LIABILITY

CAUTION: This is a release of legal rights. Read and understand it before accepting these terms.

THIS RELEASE AND WAIVER OF LIABILITY (the "Release") is executed on this _____ day of _____, 20____, by _____ ("Resident") in favor of _____ **SUN VISTA RV RESORT LLC** [NAME OF LEGAL ENTITY THAT OWNS COMMUNITY], and its employees, successors, assigns, representatives, agents, attorneys, officers, directors, shareholders, members, beneficiaries, heirs, management company, managers, contractors and their successors and assigns (collectively, the "Community").

IN CONSIDERATION OF RESIDENT BEING PERMITTED to use the Community's facilities and equipment, and subject to the limitations of A.R.S. § 33-1414, Resident hereby freely and willfully executes this Release under the following terms:

1. Community offers amenities for residents' use. This includes (without limitation) the clubhouse, pool, gym, billiards room if any, and facilities and equipment within the clubhouse and other areas of the Community. These amenities and facilities are collectively referred to herein as the "Facilities."

2. **RISKS:** Resident is aware of the Coronavirus (COVID-19). Community strongly advises Resident to visit <https://www.cdc.gov/coronavirus/2019-nCoV/index.html> for information about COVID-19. COVID-19 may cause severe illness and even death. Arizona has community spread of COVID-19. COVID-19 is a viral illness that spreads from person to person via various methods, including but not limited to touch and airborne particles. Symptoms can range from mild (or no symptoms) to severe illness. A person can become infected by coming into close contact (about 6 feet) with someone who has COVID-19. A person may become infected from respiratory droplets when an infected person coughs, sneezes, or talks. A person may also become infected by touching a surface or object with the virus on it, and then touching the person's face. There is no vaccine for COVID-19. The best protection is to avoid being exposed to the virus that causes COVID-19. The U.S. Centers for Disease Control and Prevention's ("CDC") COVID-19 Guidance suggests, in relevant part: (a) staying home as much as possible and avoiding close contact with others; (b) wearing a cloth face covering over your nose and mouth in public settings; (c) cleaning and disinfecting frequently-touched surfaces; (d) washing your hands often with soap and water for at least 20 seconds or using an alcohol-based hand sanitizer containing at least 60% alcohol; (e) completing activities online as much as possible (rather than in person); (f) if you must go somewhere in person, staying at least 6 feet away from others and disinfecting items you must touch; (g) getting deliveries and takeout and limiting in-person contact as much as possible; and (h) staying home if you are sick, except to get medical care. *Everyone* is at risk of getting COVID-19. Older adults and people with serious underlying medical conditions may be at higher risk for more severe illness. Community has made Resident aware of the risk of contracting COVID-19. Resident understands that if Resident uses Facilities, Resident may contract COVID-19. Resident will review the CDC's Guidance and website and the Arizona Department of Health's website and guidance regarding COVID-19, available at <https://www.azdhs.gov>, before using any Facilities. Resident has reviewed those sources and is willing to accept the risk of contracting COVID-19 in using any Facilities. Resident uses any Facilities at Resident's own, sole risk.

3. **HEALTH/SAFETY:** Resident should consult with a medical doctor regarding Resident's use of Facilities. Resident should have and maintain health insurance. Resident will not use any Facilities if Resident has COVID-19 symptoms, a fever, cough, or feels ill.

4. **WAIVER, RELEASE, INDEMNIFICATION:** To the fullest extent allowed by law, Resident, on behalf of Resident's self and Resident's heirs, successors, and assigns, hereby releases and forever discharges and holds harmless the Community from any and all liability and any and all claims, demands, rights of action, or actions, of whatever kind of nature, either in law or equity, which arise or may hereafter arise from Resident's use of Facilities, which relate to COVID-19 or any related illness. Resident understands and acknowledges that Resident's execution of this Release discharges and will discharge the Community from any liability or claim that Resident may have against the Community with respect to any bodily injuries, personal injuries, illnesses, contraction of COVID-19, death, death from COVID-19; injury from COVID-19, property damage, or any and all other claims that may result from Resident's use of Facilities. Resident hereby agrees to indemnify, defend, and hold harmless Community and its officials, officers, employees, agents, volunteers, sponsors, and contractors from and against any claim that Resident, Resident's guests, visitors, legal guardian, heirs, successors, assigns, or any other person may have for any losses, damages, death, or injuries arising out of or in connection with Resident's use of Facilities. **ALL USE OF THE FACILITIES IS AT RESIDENT'S OWN AND SOLE RISK.**

5. **BROADEST RELEASE POSSIBLE:** This Release is intended to be as broad as permitted by Arizona law, subject to the provisions of A.R.S. § 33-1414. If any provision of this Release is held invalid, the remaining provisions shall not be affected.

IN WITNESS WHEREOF, Resident agrees to this Release and executes it as of the date first written above.

RESIDENT:

Printed Name: _____ Signature: _____

NEW RESIDENT

This Agreement is made by and between (herein after "Sun Vista RV Resort" or 'Disclosing Party') and Resident, Phone Number and Site #.

Name & Site #: _____
Please Print First Name Last Name Site #

Please Print First Name Last Name

Phone Numbers: _____
Home Phone Cell Phone

Today's Date: _____ State: _____

Email Address: _____

Resident hereby agrees to the use of Resident Name, Site#, and Phone number, to be used by the Sun Vista RV Resort for **Directory** purposes only

Jurisdiction and Governing Law. Both Parties hereby agree and consent to personal jurisdiction and service and venue in any federal or state court within the State of Arizona having subject matter jurisdiction, for the purposes of and action, suit or proceeding arising out of or relating to this Agreement. The venue of the court shall be within or, as close as possible to Yuma, AZ. This Agreement is governed by, and shall be construed in accordance with, the laws of the State of Arizona (except the laws of that jurisdiction that would render such choice of laws ineffective).

IN WITNESS WHEREOF the Parties have executed this Agreement in the manner appearing Below, the day and year first above written.

We are required by law to maintain the privacy of, and provide individuals with, this notice of our legal duties and privacy practices with respect to protected information. If you have any objections to this form, please speak with our Main Office or Activity Office in person or by phone at our main office number (928) 726-8920.

This signature is that you agree for your Phone Number to be used in the Sun Vista RV Resort Directory, Policies and Guidelines.

Signature

Signature

Welcome to Sun Vista RV Resort!

Space# _____

We are pleased to have you and your pet(s) enjoy our resort and all it has to offer.

There are designated areas for those who have pets traveling with them, please observe the signs around the Resort and where indicated on the provided maps.

We have three Pet Parks for your convenience. The South Dog Park is the largest, then there is the North Park and Northwest Park which are smaller but available to all pets. Each area has doggie bag dispensers and collection deposit facilities. Please use these to help keep our pet parks clean for all users.

The Resort has rules regarding aggressive dogs, and they will be enforced. If your pet is reported as being aggressive, you will be given a warning. If it is reported again, you will be required to restrain your pet (i.e.-muzzle your animal). Any further complaints could result in being asked to leave the Resort all together. All pets must be current on shots and veterinary care. All pets must be on a 6-foot leash outside the dog park.

We ask that you agree with this arrangement and understand that you are responsible for all actions that may come about concerning your pet. For your peace of mind, we recommend that your insurance carrier for your unit is aware of your traveling companion.

I have read and agree to the Pet Rules imposed by Sun Vista Resort.

Signature _____ Date _____

Print Name _____

Breed _____ LBS _____ Color _____ Name _____

Breed _____ LBS _____ Color _____ Name _____

PRE-SALE INSPECTION

Space # _____ Owner: _____

Serial #: _____ Year & Model _____

This form is to be completed by the Sun Vista RV Resort inspector prior to the sale of your unit. The inspection is only to establish that the unit follows Government regulations and with Sun Vista RV Resort requirements. This document does not constitute a guaranty of any type regarding this unit. Letter of Lien Release must be filled out and approved by Sun Vista's Manager before sale of the unit can be completed. This form expires 90 days from accepted date.

Conditions:

Fence:

Shed:

Deck/ Az. Room:

Driveway:

Electric Pedestal:

(Sun Vista is only responsible for a 50-amp 2 pole & a single 30-amp receptacle)

Accepted as is _____ Date: _____

Sun Vista Inspector

☐ The unit must be removed from the park prior to any future sale.

Sun Vista RV Resort reserves the right to remove barriers that impede or affect utilities. Barriers such as trees, stairs, fencing, pavers, and decks will be removed. Restoration of such barriers are to be replaced by the owner with management approval.

Accepted with the above provisions: _____ Date: _____

Sun Vista Inspector

I have received a copy of this Inspection Report and agree to comply with any required modifications or provisions. I will advise the current buyer of all modifications or provisions pertaining to this unit.

Owner

Date: _____

Signature of the buyer states that he/she has been advised of all modifications or provisions listed above

Date: _____

Sun Vista Sales Office

Date: _____

**Sun Vista RV Resort
7201 E. 32nd St.
Yuma, AZ 85365
928-726-8920**

ADDENDUM TO HOME SPACE LEASE RENTAL AGREEMENT

THIS ADDENDUM TO THE HOME SPACE LEASE RENTAL AGREEMENT (the "Addendum") is made and entered into as of this day of _____, 20 ____, by and between the Landlord listed above ("Landlord") on the one hand, and the Resident(s) identified below, jointly and severally (if applicable), on the other hand. This Addendum amends the Home Space Lease Rental Agreement (the "Lease") between those Parties (the "Parties") first dated _____, regarding the request by the Resident(s) to modify the home, utility connections and/or any additional structures located on the premises identified in the Lease.

This Addendum is intended to modify and supplement the Lease. To the extent that the terms of the Lease and this Addendum conflict, the terms of the Addendum shall govern the rights of the Parties. This Addendum is made part of, and is incorporated into, the Lease.

The Lease is amended as follows. The Parties hereby acknowledge and agree to the following: The Residents are obligated to request written approval from the Landlord for any additions, modifications, installations, attachments or any other alterations to the premises or the home that is identified in the Lease (herein collectively referred to as "Alterations"). Alterations to the premises identified in the Lease shall be the sole responsibility of the Resident(s) and Landlord makes no representations that approval for the Alterations are in compliance with any town, city, county or state codes. The Resident(s) agrees that the Landlord shall not be liable for knowing the ordinances of the town, city, county, or state where the Alterations are completed. Further, if any Alterations result in replacement or upgrade of any park provided utility, the Resident(s) shall be solely responsible for the costs of such upgrades or replacements, and Landlord shall not be responsible for any such costs. This includes, but is not limited to, any electrical connections and plumbing connections. The Resident(s) shall notify the Landlord if an upgrade or replacement is required and provide all contact information for the contractor that shall be used to do the upgrade or replacement. The Landlord reserves the right to reject or approve the contractor used to complete the upgrades or replacements. This Addendum is intended as a complete release of any possible obligation of Landlord to know and/or to advise the Resident(S) regarding the ordinances of the town, city or county where the Alterations are to take place, regardless of whether Landlord has provided written approval for any Alterations.

The Parties hereby acknowledge and agree that this Addendum shall be binding.

Landlord:

Authorized Agent: _____

Signature: _____

Date: _____

Resident(s):

Print Name: _____

Signature: _____

Date: _____

Print Name: _____

Signature: _____

Date: _____

New Sun Vista Homeowners-

I have received information on MAR communities, and I understand going forward that the MAR payment system is what Sun Vista uses for all rent and bill pay, and that I need to make an account through MAR for bill/rent as soon as possible upon the close of the sale. If you need help accessing your MAR account, you may call MAR or come into the office for help. We understand the challenges of doing business with Canadian residents and guests, and the problems associated with foreign banking. Please understand that you will need to make arrangements with your financial servicer to present U.S. Funds that can be processed.

Print Name: _____

Sign Name: _____

Date: _____

Site: _____

Print Name: _____

Sign Name: _____

Date: _____

Site: _____

Sun Vista Owner-

MAR Communities is the resident billing and accounts receivable provider for Sun Vista RV Resort. This means that they will be in charge of everything related to rent/billing collection. The main way they provide service is through the online resident portal. This service is available on any computer or smart phone through a web browser or dedicated smartphone app.

All payments will need to be paid via the online resident portal, over the phone by calling the phone number listed below, or by mailing a US check or money order to the following address:

New owners need to sign up for MAR upon new or change of ownership

MAR Communities

10115 E Bell #107-611

Scottsdale, AZ 85260

MAR's dedicated team will be available to answer any questions you may have about signing up for the resident portal and anything related to rent/billing payment. You can reach MAR the following ways:

Call: (480) 282-6014

Text: (480)351-2312

Email: payments@marcompanies.com

Monday -Thursday: 8:00am-5:00pm

Friday: 8:00am-12:00pm

If you have any questions, please do not hesitate to call MAR at the phone number listed above. If you need help with signing in to your portal, you may come to the office at Sun Vista to help you set up billing or account information.

If you would like to download the MAR app on your phone it is called rmResident and the company code is MAR

Payments accepted will be US checks or checking only, Debit/Credit, money order, or you can inquire in the Sun Vista office on using the payment card at the Walmart location for check free pay. Canadian checks, Amex or American Express is not accepted.

CABLE AGREEMENT

By signing below, you are agreeing that you understand, Sun Vista RV Resort is NOT responsible for providing services including, but not limited to: cable television, satellite television, Internet connectivity or any other type of electronic or broadcast media to my RV site located in Sun Vista RV Resort, at 7201 E 32nd St. Yuma AZ 85365.

I do hereby hold harmless and free of any encumbrance, suit, or claim: Including but not limited to: Sun Vista RV Resort, Sun Vista Ownership or Management of any and all claims related to such services or lack thereof at my RV site. This agreement will be transferable to any subsequent owners of my RV located at Sun Vista RV Resort. I hereby acknowledge that it is my responsibility to notify the buyer of this agreement at the time of sale or before.

Site: _____

Date: _____

Name: _____

Signature: _____

Name: _____

Signature: _____