

LEASE AGREEMENT FOR CITY OF MOUNDSVILLE RV LOT

This Agreement is made and entered in this _____ day of _____, 20____, between The City of Moundsville, hereinafter referred to as "Landlord" and _____, hereinafter referred to as "Tenant".

WHEREAS, Landlord desires to lease to Tenant and Tenant desires to lease from Landlord the premises generally described as Lot number _____, at the City's Recreational Vehicle Park, 1409 Thompson Avenue, Moundsville, WV 26041.

It is herein agreed as follows:

1. Landlord hereby leases to Tenant, the Lot described above from month to month, at a monthly rent of \$650.00 until this lease is terminated.
2. The described premises are leased furnished with hookups for utilities, for electric, water, sewage, and garbage, and wi fi which shall be supplied by and paid for by the Landlord.
3. Tenant agrees to pay the rent herein provided subject to the terms and conditions set forth herein.
4. Rent shall be payable in equal monthly installments on or before the 1st day of each month, at the Moundsville City Building or at such other address as Landlord may, from time to time, require. **A late penalty of \$25.00 dollars PER DAY** will be added for any rent not paid within 5 days after due.
5. Tenant shall pay for any fuel oil and gas during the term of this lease and any extension or renewal thereof.
6. Landlord covenants that the leased premises are, to the best of its knowledge, clean, safe, sound and healthful and that there exists no violation of any applicable housing code, law or regulation of which Landlord is aware.
7. Tenant agrees to keep his/her RV legally registered in Tenant's name, to keep it in safe condition and carry liability and comprehensive insurance on it. Tenant agrees to comply with all sanitary laws, ordinances and rules affecting the cleanliness, occupancy and preservation of the RV and the premises during the term of this lease.

Initial: _____

8. Tenant shall use the leased premises exclusively for placement of a recreational vehicle (RV) approved by Landlord, to be used as a private residence for occupancy and Tenant shall not make any alterations to the land, or grounds, or attachments thereto without written consent of Landlord.
9. Tenant shall keep the premises in good order and repair.
10. Tenant agrees that he/she will deliver up the lot to Landlord in good condition at the end of the term of this lease, normal wear and tear excepted.
11. Tenant shall repair or replace, at Tenant's expense, all loss or damage to any effects of Landlord, utility providers, or to the land, whenever such damage or loss shall have resulted from Tenant's misuse, waste or neglect of said premises.
12. Tenant shall not keep or have in or on the mobile home, outbuildings or grounds any article or thing of a dangerous, flammable or explosive nature that might be pronounced "hazardous" or "extra hazardous" by any responsible insurance company.
13. Tenant shall give prompt notice to Landlord or his agent of any dangerous, defective, unsafe or emergency condition in or on the leased premises, said notice being by any suitable means.
14. Landlord covenants that the Tenant and Tenant's family shall have, hold and enjoy the leased premises for the term of this lease, subject to the conditions set forth herein.
15. Tenant covenants that he/she shall not commit nor permit a nuisance in or upon the premises, and that he shall not engage, nor permit any roommate, member of family, or others on the premises to engage in conduct so as to interfere substantially with the comfort and safety of residents of adjacent lots or adjacent properties.
16. Tenant agrees to place a security deposit with Landlord in the amount of \$100.00, to be used by Landlord at the termination of this lease for the cost of replacing or repairing damage, if any, to the ground or effects of Landlord resulting from the intentional or negligent acts of Tenant. Landlord agrees to return said security deposit to Tenant within ten days of the Tenant's vacating the leased premises subject to the terms and conditions set forth herein. **Deposit will not be refunded if site not occupied.** Deposit will only hold space for thirty (30) days. At the end of this time, monthly rent is due to maintain reservation.
17. **Landlord must be notified immediately upon Tenant vacating premises or security will NOT be refunded. Any RV questions or concerns after hours can be left at 304-845-3394. Please leave a message including name and phone number.**

Initial: _____

18. Tenant shall, at reasonable times, give access to Landlord or his agents for any reasonable and lawful purpose.

19. In the event of default by Tenant, Tenant shall remain liable for all rent due or to become due during the term of this lease.

20. Tenant shall permit Landlord or agents to show the premises at reasonable hours, to persons desiring to rent same, prior to the expiration of this lease.

21. In the event of any breach by the Tenant of any of Tenant's covenants or agreements herein, Landlord may terminate this lease upon five days' notice to the Tenant, with said notice being in writing. Upon terminating this lease as provided herein, Landlord or agent may commence proceedings against Tenant for removal as provided for by law.

22. In the event of any breach by Landlord of any of Landlord's covenants or agreements herein, Tenant may give Landlord ten days' notice to cure said breach, setting forth in writing the manner in which said covenants and agreements have been breached. If said breach is not cured within said ten-day period, or reasonable steps to effectuate said cure are not commenced and diligently pursued within said ten-day period and thereafter until said breach has been cured, rent hereunder shall be fully abated from the time at which said ten days' notice expired until such time as Landlord has fully cured the breach set forth in the notice provided for in this paragraph.

23. In no case shall any abatement of rent hereunder be affected where the condition set forth in the notice provided for herein was created by the intentional or negligent act of the Tenant, but Landlord shall have the burden of proving that rent abatement may not be affected for the foregoing reason.

24. Where there is no breach of this agreement, either party may nevertheless terminate this lease upon a notice of thirty (30) days or greater. Rent shall be due for the prorated period of the month the Tenant vacates the premises.

25. Landlord agrees to deliver possession of the leased premises at the beginning of the term provided for herein. In the event of Landlord's failure to deliver possession at the beginning of said term, Tenant shall have the right to rescind this lease and recover any consideration paid under terms of this Agreement.

26. Unless otherwise provided for elsewhere in this lease, any notice required or authorized herein shall be given in writing, mailed via U.S. certified mail, return receipt requested or in the alternative may be hand-delivered. Notice to Tenant may be posted at or on the RV at the leased premises.

Initial: _____

27. The campground is located along the Ohio River and is subject to possible flooding by rising river levels. Flood plain Regulations must be followed:

- Recreational Vehicles must remain Fully Licensed and Road Ready for Highway Use.
- A Recreational Vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanently attached additions or structures.
- Skirting to block the air flow from underneath the camper must be firmly attached with quick release devices, tape, staples, etc. Screws, nails and other permanent fasteners as well as bails of straw are prohibited.
- Propane Tanks need to be secured.

28. This lease constitutes the entire agreement between the parties hereto. No changes shall be made herein except by writing, signed by each party and dated. The failure to enforce any right or remedy hereunder, and the payment and acceptance of rent hereunder, shall not be deemed a waiver by either party of such right or remedy in the absence of a writing as provided for herein.

29. In the event legal action is required to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

30. Landlord and Tenant agree that this lease, when filled out and signed, is a binding legal obligation.

31. Tenant agrees he/she has received and read the Rules and Regulations of the RV Park; agrees to comply with them; and agrees that the same are a part of this lease as if fully set forth herein.

32. Landlord does not take responsibility or liability for any Tenants pets. Tenant is liable for any damages your pet causes to property or individuals.

33. Landlord requires all campers to have winterized insulated water hoses. Tenant will be liable for any damage caused to Landlord's water lines due to improper hoses.

34. Tenant shall heat with **PROPANE ONLY**. Electric heaters are prohibited.

35. Tenant shall provide landlord with valid credit card upon signing lease.

Initial: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

By: Richard P. Healy
Landlord

By: _____
Tenant

Phone: _____

(Photo I.D. must accompany lease)

Landlord must be notified immediately upon Tenant vacating premises or security deposit will NOT be refunded.

WIFI USERNAME: CBC1-6CEF-2.4
WI FI PASSWORD: cabin7005become

Revised 4/13/2022

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