

BeachComber Estates

601 Beachcomber Blvd. , Bldg. A
Lake Havasu City, AZ 86403
Phone (928) 855-2322 Fax (928) 855-3707
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Sublease Agreement

Owner: _____

(Name(s))

(Address)

(City, State, ZIP)

Tenant: _____

(Name(s))

(Address)

(City, State, ZIP)

1.) **Premises:** Owner hereby rents to tenant the premises commonly known as the mobile home on Space #: _____, at BeachComber Estates, located at 601 Beachcomber Blvd. Lake Havasu City, AZ 86403.

Owner hereby rents to Tenant and Tenant hereby rents from Owner the above described Premises which is located in the Mobile Home Park identified above, on the terms and conditions set forth below.

Tenant must register at the front office or at the guard house (after office hours) upon arrival to the Park. Failure to comply will result in action taken by BeachComber Security and possible denial of Park stay.

2.) **The Term of Rental Agreement:** The rental term shall commence on _____ and will remain in effect until _____, unless renewed or extended, pursuant to the terms herein and shall be based on a monthly term. The minimum rental duration is as shown above. Either party shall terminate the tenancy by the giving of written notice to the other of intention to terminate at least thirty (30) days prior to the date of termination. Termination sooner will result in a _____ penalty.

3.) **Rent:** The tenant agrees to pay owner a monthly rent for the premises listed above as follows:

a.) The rent shall be \$ _____ per month.

b.) Other fees and charges which the tenant will pay each month as additional rent are:

\$ _____ for monthly electric
\$ _____ for monthly gas
\$ _____ Pet Charge
\$ _____ Other - _____
\$ _____ Other - _____

c.) In all instances, rent shall be payable on the first day of each month, or on the same day the term of the rental agreement began, to the owner of the specified unit without notice or demand.

4.) **Security Deposit:** Owner hereby requires a security deposit in the amount of \$ _____ to be paid in advance with returned acceptance of this agreement signed by tenants, which is refundable at the end of said rental term, with consideration taken into the condition of unit after departure.

Security deposit received _____.

5.) **Late Charges:** If rent is not received by payment due date of the _____ of each month, tenant is to pay a late charge of \$ _____.

6.) **Pets:** Owner agrees that the tenant can keep _____ cat(s) or _____ dog(s) on the premises. Tenant shall take full responsibility for any damage or replacement of loss. Tenant must also abide by BeachComber Rules and Regulations regarding pets.

7.) **Mail:** No mail will be held at the office. If tenant has arranged to have their mail forwarded to BeachComber Estates, they must obtain a mailbox for use during their stay. The owner will provide a mailbox key for use during your stay. A \$ _____ charge will be applied (taken out of security deposit) if key is not returned upon departure.

8.) Use, Occupancy, Park Rules, and Maintenance of Premises:

Tenant shall use the premises for residential purposes only. Please list all persons occupying the rental unit. Only the parties listed as tenants herein shall use the premises. Occupancy by guests staying more than **fourteen (14) days** without the written consent of management shall be considered a breach of this agreement.

Number of Adults to occupy the unit: _____ Number of Children to occupy unit: _____

Tenant(s) shall agree to keep the dwelling in a clean and sanitary condition and to take proper care of the surrounding grounds to keep the same clear of debris, rubbish, and unsightly materials. Owner agrees to maintain premises in a decent, safe, and sanitary condition prior to the commencement of the rental term. All

parties agree to comply with all state, local, and BeachComber Estates rules, laws, and regulations concerning use.

9.) **Rules and Regulations:** Tenant(s) hereby agree to abide by BeachComber Estates Rules and Regulations as currently written and as amended, including special rules posted at the Park's facilities, to the extent they are applicable to Tenants renting a mobile home from an Owner in the Park. Tenant agrees not to allow any excessive noise or activity which disturbs the peace and quiet of the neighbors. Tenant(s) hereby acknowledge that they have received a copy of said Rules and Regulations. Any rule may be added, deleted, or amended by Landlord in accordance with law.

10.) **Damage to the Premises:** Tenant shall be liable for the cost of repairs of any damage to the premises caused by tenant, or any person on the premises with tenant consent. The tenant may make repairs at his/her own expense, or the owner may cause repairs to be made at the tenant's expense. All repairs under this section shall be completed at a reasonable cost.

11.) **Entry Inspection:** Owner may enter the premises with consent of tenant upon prior reasonable written notice, or prior telephone approval to tenant. Twenty-four hours shall be deemed reasonable advance notice for the purpose of making repairs, and shall be made during normal business hours. In the event of an emergency such as fire or a plumbing leak, owner may access the premises without consent or prior notice.

12.) **Subleasing-Assignment Liens:** Tenant shall not sublet the premises or assign this agreement without the prior written consent of owner. Tenant further agrees not to allow any lien or encumbrance to be placed upon the rented premises arising out of any transaction to which tenant is a party.

13.) **Destruction of Premises:** If the premises were to become totally or partially destroyed during the term of this agreement, which may seriously interfere with tenant occupancy, either party to this agreement may terminate immediately upon delivery of written notice to the other. Owner shall have the right of re-entry pursuant to the laws of the State of Arizona. Upon termination of this agreement by written notice pursuant to Arizona law, tenant shall, without further notice from owner, remove all personal property belonging to tenant and leave the premises in a good and clean condition.

14.) **Legal Fees:** If the tenant is in breach of this contract and owner deems necessary to enforce this agreement, or collect rental or other damages through an attorney, or in a legal action, the tenant shall be responsible for reasonable attorney fees and out of pocket costs incurred by owner which were precipitated by the breach of this agreement by the tenant.

15.) **Insurance:** Tenant acknowledges that owner's Mobile Home Insurance Policy incurrence does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of other and/or any other causes, nor shall owner be held liable for such losses. Tenant is hereby advised to obtain his own insurance policy to cover any personal losses.

16.) **Rights and Remedies:** The parties to this agreement shall have all the rights and remedies afforded them by the laws of the State of Arizona, or any local government therein. Upon material breach of this agreement or default by tenant, owner reserves the right of re-entry pursuant to legal proceedings required by the current prevailing laws of the State of Arizona.

17.) **Severability:** If any provision of this agreement or its allocation is held invalid, it will not affect other provision or allocations herein.

18.) **Notice/Address for Payment of Rent:** All notices to owner and all rent payment shall be delivered to owner at the following address:

OWNER:

Name: _____

Address: _____

Home Phone: _____

Cell Phone: _____

TENANT:

Name: _____

Address: _____

Home Phone: _____

Cell Phone: _____

The signature below constitutes concurrence to the above Rental Agreement.

Owner Date

Owner Date

Tenant Date

Tenant Date