

Edgewood Hospitality Group
Monthly Rental Agreement for Recreational Vehicle Space

This Monthly Rental Agreement for Recreational Vehicle Space (“Agreement”) is entered into by and between **Edgewood Hospitality Group**, Limited Liability Corporation, d.b.a. Trailer Lane Campground referred to hereinafter as (“Landlord”) located at 27535 Edgewood Rd, Weed, California 96094 and the County of Siskiyou, a political subdivision of the State of California (“Tenant”), for the benefit of the Siskiyou County Administration Department (“Department”) located at 1312 Fairlane Road, Yreka, California 96097, and together the (“Parties”). This Agreement becomes effective on the date signed by all parties to it.

THE PARTIES AGREE AS FOLLOWS:

- 1. PREMISES.** For and in consideration of the payment of the rents and the performance of the covenants contained on the part of the Tenant, Landlord hereby demises and lets unto Tenant, and Tenant hires from Landlord, those certain Recreational Vehicle Spaces (“RV Spot(s)”), hereafter known as the “Premises”, as described in Exhibit “A”, and incorporated by reference.

- 2. TERM; OPTION TO EXTEND TERM.** The Agreement commences on the date this Agreement becomes effective, and terminates at 11:59 p.m. on December 1st, 2023, unless otherwise terminated by the Parties as provided for in this Agreement. Upon termination of this agreement, any individuals remaining at the RV Spots formerly leased by Tenant, shall be directly responsible for entering into new Monthly Rental Agreements with the Landlord and shall pay rent and utilities payments directly to Landlord. The Tenant has the option to extend the term of this Agreement in writing upon mutual agreement of the Parties, each time for a period of one-month. To exercise its option, the Tenant must provide 30 days written notice to the Landlord prior to this Agreement’s expiration.

- 3. RENT.** Tenant will pay Rent to Landlord for use of the Premises. Tenant agrees to pay a monthly rental amount of SEVEN HUNDRED and NO/100 DOLLARS (\$

700.00) per month for each Recreational Vehicle Space (“RV Spot(s)”) as described in Exhibit “A” beginning October 21, 2022, through December 1, 2023, payable without demand, on the 1st day of each month. Rent shall be prorated to TWENTY FOUR DOLLARS and NO/ 100 (\$24.00) per day if Tenant does not occupy the Premises for the entire month of the lease. Tenant shall pay rent to Landlord until such time as the recreational vehicle is removed from Premises. The cost of rent includes grounds maintenance, garbage, water, and sewer costs. Each RV Spot has metered electricity and shall be billed separately from garbage, water, and sewer. Tenant shall be responsible for the cost of electricity payments.

4. PETS. No pets shall be brought on the Premises without the prior written consent of the County and the RV Park owner. No exotic, endangered, or illegal pets will be allowed. Certain dog breeds will be forbidden from the RV Park by the RV Park owner. Upon approval of animal(s)/pet(s) by the RV Park owner and County, the individual pet owners residing in each RV Spot will be charged a onetime, refundable pet deposit by the RV Park owner in the amount of \$0.00 for each pet. The individual pet owner(s) shall be responsible for paying pet deposits directly to the RV Park owner. The individual pet owner(s) is to inform the County immediately if pet(s) is/are no longer in residence of an RV Spot. No more than two (2) small pets, weighing 25 pounds or less, or one (1) large animal, weighing 70 pounds or less, will be permitted per RV Spot. The individual pet owner(s) agree to follow all rules concerning pets as outlined in the Sheltering Agreement for Mill Fire Victims which is attached hereto as Exhibit “A” and incorporated herein by this reference.

5. GOVERNING LAW, ORDINANCES, AND STATUTES. Tenant and Landlord shall comply with all applicable rules, statues, ordinances, laws, regulations, and requirements of all municipal, County, state, and federal authorities now in force, or which hereafter may be in force, pertaining to the use of and conduct on the Premises, including abiding by all the Landlord’s rules listed in the document attached hereto as Exhibit “B” titled “Rules and Regulations”. Failure to do so will result in eviction.

6. CONDITION OF PREMISES. Tenant stipulates, represents, and warrants that Tenant has examined the Premises, and that they are at the time of this Agreement in good order, repair, and in a safe, clean, and tenantable condition.

7. SECURITY DEPOSIT. The security deposit in the amount of \$ 0.00 for RV SPOT Nos. A1, A3, A6, B2, B3, B4, C2, C3 and C5 receipt of which is hereby acknowledged by Landlord, shall secure the performance of Tenant's obligations hereunder and as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Tenant, without interest, and less any set off for damages to the Premises upon the termination of this Lease.

8. ALTERATIONS. Tenant shall make no alterations or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed, or placed on the Premises by Tenant shall become the property of Landlord and remain on the Premises at the termination of this Agreement.

9. UPKEEP OF PREMISES. Tenant shall keep and maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy shall surrender the premises to Landlord in as good condition as when received, ordinary wear and damage by the elements excepted.

10. REPAIRS. Tenant shall notify the Landlord **immediately** of any repairs needed. Failure to reasonably notify Landlord of needed repairs can result in the Lease being terminated and Tenant being held financially responsible for repairs. Tenant shall also be financially responsible for damages caused by Tenant's negligence and that of Tenant's invites and guests.

11. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Agreement, or sub-let, or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. Consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting, or license. An assignment, sub-letting, or license without the prior written

consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.

12. RIGHT OF ENTRY. Tenant will provide Landlord reasonable access to the Premises to fulfill Landlord's obligations under this Agreement. Landlord may also enter the Premises, during reasonable business hours, provided that Landlord has given Tenant 24-hour notice of Landlord's intent to enter the Premises for purposes of inspecting the Premises to ensure Tenant's compliance with Tenant's obligations under this Agreement.

14. PERSONAL PROPERTY OF TENANT. All fixtures and equipment installed on or about the Premises by Tenant, or owned by Tenant, continue to be the property of Tenant, and may be removed by Tenant at the expiration of this Agreement.

15. DEFAULT. If Tenant fails to pay rent when due or perform any term hereof, after not less than three (3) days written notice of such default given in the manner required by law, Landlord, at its option, may terminate tenancy unless Tenant cures such default within said time. If Tenant abandons or vacates the property while in default of the payment of rent, Landlord may consider any property left on the premises to be abandoned and may dispose of the property in any manner allowed by law.

16. TERMINATION. This Agreement and the tenancy hereby granted may be terminated at any time by either party hereto by giving the other party not less than one full month's (30 days) prior notice in writing.

17. ATTORNEY'S FEES. In the event of the institution of any proceedings to enforce this Agreement or any part thereof, the prevailing party in such proceeding shall be entitled to a reasonable attorney fee.

18. INDEMNITY. Each party agrees to indemnify, defend, and hold the other harmless from liability, penalties, losses, damages, costs, expenses, causes of action, claims, or judgments, including, attorney fees and costs, arising by reason of any death, bodily injury, personal injury, or property damage that results from the negligence or willful misconduct of that party or its agents, employees, invitees, licensees, contractors, and subcontractors.

19. INSURANCE. Tenant is self-insured and will cover its liability and damage risks under its self-insurance program. Landlord must maintain general liability coverage in amounts satisfactory to Tenant. Landlord must provide Tenant a certificate of insurance, prior to the execution of this Agreement, as evidence that Landlord has obtained, or maintains the satisfactory coverage. In the event of cancellation, non-renewal, or material alteration effecting coverage required by this Agreement, the party suffering cancellation, non-renewal, or alteration must immediately provide notice to the other. The party receiving notice may terminate this Agreement.

20. HAZARDOUS MATERIALS. Landlord represents that, with respect to the Premises and the land upon which the Premises is located; Landlord does not know of and has not received notice from any governmental agency with respect to any hazardous materials or substances. If Landlord learns of, or receives notice of, any hazardous materials or substances, Landlord must immediately notify Tenant and act as necessary to bring the Premises into compliance with applicable law. If Landlord chooses not to cure, or fails to timely cure, the, Tenant may choose to terminate this Agreement.

20. WAIVER. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing so specifies.

21. NOTICE. All notices must be provided in writing and must be given by personal delivery, by mail or by a reputable delivery service (i.e., FedEx, etc.). Notices sent by mail or delivery service must be addressed to:

If to Landlord: Trailer Lane Campground
Attention: Jason and/or Karen DiEugenio
27535 Edgewood Rd,
Weed, California 96094

If to Tenant: County of Siskiyou Administration
1312 Fairlane Road, Suite 1
Yreka, California 96097

Notices, if properly addressed, are deemed given upon deposit in the United States mail, postage prepaid or with a reputable delivery service, payment provided. In all other instances, or as specified in this Agreement, notices are deemed given at the time of actual delivery. Changes may be made in the name and addresses of the person to whom notices are to be given by giving notice under this provision.

IN WITNESS WHEREOF, Tenant and Landlord have executed this Agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made. By signing this Agreement, all parties involved agree to abide by all the conditions a listed above. This will include abiding by all the rules listed in the document known as "Rules and Regulations," attached hereto as Exhibit B.

Date: 10/24/2022

Landlord: Edgewood Hospitality Group, LLC

DocuSigned by:

4835EDD35C6C405...

Jason DiEugenio, Owner

TAXPAYER I.D. ON FILE

Date: 10/25/2022


Tenant: COUNTY OF SISKIYOU

DocuSigned by:

F3698EA8068C43D...

Angela Davis, County Administrator

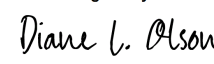
APPROVED AS TO LEGAL FORM:

DocuSigned by:

8D73D704E9C1484... 10/24/2022
Edward J. Kiernan, County Counsel (Date)

APPROVED AS TO ACCOUNTING FORM:

	FY22/23	FY23/24
Fund: 1001-207020-728000	\$0.01	\$0.01

Encumbrance number (if applicable):

DocuSigned by:

3EB34D72668C410... 10/24/2022
Diane L. Olson, Auditor-Controller (Date)

APPROVED AS TO INSURANCE REQUIREMENTS:


DocuSigned by:

C12D6E73E92D4F2... 10/25/2022
Melissa Cummins, Risk Management (Date)

EXHIBIT A Premises

Tenant will lease Recreational Vehicle Spaces (Premises) numbers A1,A3, A6, B2, B3, B4, C2, C3, and C5 from the Trailer Lane Campground , located at 27535 Edgewood Rd, Weed CA 96094, as identified in the map below:

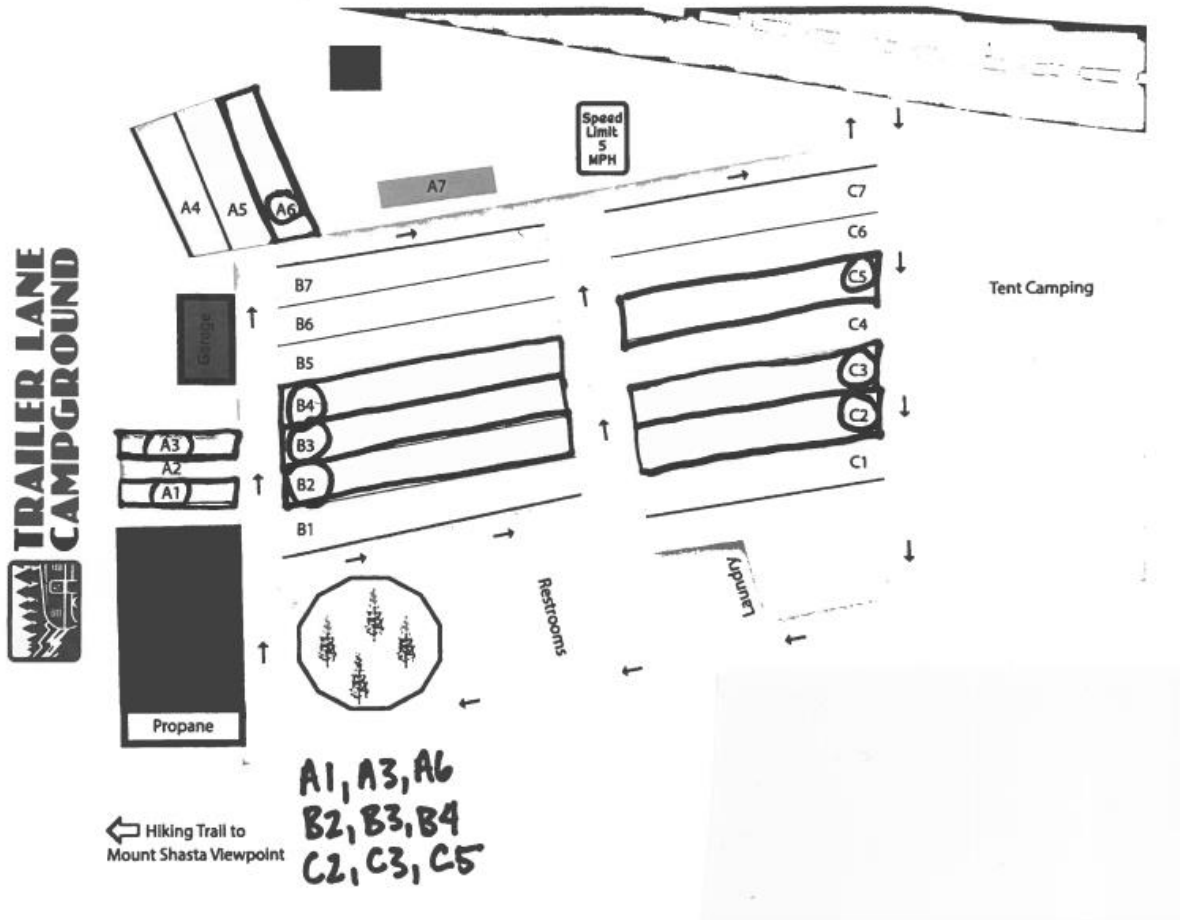


EXHIBIT B Rules and Regulations

1. Monthly Sheltering Stays:

- a. Monthly stays include water, sewer, electric, and trash.
- b. Our sheltering residents are responsible for conserving their electric and water usage and agree to use both services responsibly.
- c. Sheltering residents are responsible for the upkeep of their trailer and site (keep it clean, remove pine needles and pinecones; no trash or debris outside of your vehicle).
- d. Properly installed temporary skirting may be allowed during winter months for the purpose of insulation.
- e. Shelter Stays will be for one calendar month duration, and will be reevaluated by county staff for extensions.
- f. Maximum of 6 sheltering residents per site.

2. Site Vehicles:

- a. Due to space limitations, sheltering residents will be allowed two (2) passenger vehicles per site. Second vehicle will be assigned an overflow parking space.
- b. Washing vehicles is not permitted in your campsite.

3. Site Location:

- a. Sheltering residents are required to maintain their space and trailer in a clean, attractive, and well-kept manner.
- b. **No wood or charcoal firepits or barbecues and no campfires/bonfires. Propane barbecues only.**
- c. Community grills/smokers may be available for use with permission from Park owner.
- d. No washing or working on cars, trucks, or any other vehicles inside the park (including your site).

- e. Large mats, area rugs, etc. (anything that can possibly leave a dead area on the lawn) are not allowed under any circumstances. A small foot mat is allowed under trailer steps.
- f. No free-standing awnings or carport covers are allowed. Awnings attached and part of the trailer's body are the only awnings that are allowed.

4. **Guests:**

- a. Sheltering residents will be responsible for their guest's conduct and actions. Sheltering resident's guests are to be familiarized with the park's rules and regulations by the sheltering resident during their stay.
- b. Park owners reserve the right to restrict the number of visitors and length and/or frequency of visits.

5. **Children:**

- a. Children are to remain within the area of your assigned trailer space and are not allowed to loiter around park common areas without the presence of their parents.
- b. Children are always to be supervised and accompanied by a parent or guardian and parents/guardians must assume full responsibility for all actions of their children and their guests' children.
- c. Skateboards, scooters, and in-line skates are not permitted inside the Park or at the entrance of the Park. This is for the safety of all.

6. **Pets:**

- a. No more than two (2) small pets, weighing 25 pounds or less, or one (1) large animal, weighing 70 pounds or less, will be permitted per space. Social Services reserves the right to deny a pet if the pet proves a threat to the health and safety of sheltering residents in the park. Current licenses and rabies certificates must be available for inspection upon request.

- b. Dogs must always be on a leash. Leashes must be a maximum of 6' in length.
- c. Pets may **not** be kept outside of your site's boundaries or in common areas of the park. They **must** be on your site and your site only.
- d. Only indoor cats are allowed in the Park and they must always remain inside the trailer.
- e. Animal waste must be picked up immediately! Any person caught not picking up after their pet will be issued a warning.
- f. Pets cannot be left unattended outside the sheltering residents' trailer at any time.
- g. Pets shall not be left unattended inside your trailer without letting Park Owners know. In case of an emergency, Park owners should have access to your trailer to remove pet in your absence.
- h. No pets allowed inside campground buildings: bathrooms, laundry room, store, office, etc.
- i. Each pet must be licensed and inoculated in accordance with local law.
- j. Pet owners are responsible at all times for their pets, including injury, destruction, and annoyances to other sheltering residents; and Social Services shall not be liable for any loss, damage, or injury of any kind whatsoever caused by sheltering resident's pet.
- k. Non-house pets (including farm animals) are prohibited under any circumstances. Strange and exotic pets are not permitted.
- l. Pets are not allowed to run loose in the park and will be picked up by Animal Control at the expense of the pet owner.
- m. No aggressive, destructive, or noisy dogs allowed.

7. Speed Limit / Park Signs:

- a. Park speed limit is five miles per hour (5 mph) and will be strictly enforced.
- b. Please obey all Park signage (e.g., stop signs, speed limits, no park zones, one-way directional arrows).

8. **Vehicles, Registration & Insurance:**

- a. All trailers and vehicles must be kept clean, in running condition, and be in overall presentable condition.
- b. All vehicles not operational will be considered abandoned and will be removed and impounded at the vehicle owner's expense (CA Vehicle Code: 22523).
- c. Vehicles leaking oil or fluids are prohibited in the Park and must be repaired off Park property.
- d. You must be able to provide proof of Registration and Insurance on your vehicles if requested, and both must always be current.
- e. All drivers must have a valid drivers license
- f. Keep vehicles on gravel roads and parking areas

9. **Parking:**

- a. All vehicles must fit within your space or in the space directly in front of your space and "designated" for your space. Parking in others' spots or in fire lanes is not permitted. Illegally parked vehicles may be cited and/or towed at the owner's expense (CA Vehicle Code: 22523).
- b. Additional vehicles and guest vehicles may only be parked in designated areas. Illegally parked vehicles may be cited and/or towed at the owner's expense.

10. **Trailer Sites:**

- a. Social Services will conduct site inspections of ALL sites on a regular basis.
- b. Nothing but outdoor patio furniture in good condition is allowed on your site. Outside water heaters, refrigerators, washers, dryers, other appliances, permanent or indoor furniture, indoor carpet, and "For Sale" signs are not allowed outside your trailer.

- c. The Park prohibits the storage of any materials under and around your trailer.
- d. Unsafe, cluttered, or unsightly trailer sites will not be tolerated.
- e. Site cleanliness is required for aesthetic, sanitary, and safety purposes.
- f. Rope, wire, or string may not be attached to trees, vegetation, poles, or County property at any time. Clotheslines are not permitted.
- g. The following items are prohibited on trailer sites: Excessive firewood, indoor furniture, boxes, refrigerators, appliances, animal cages, trash bags, or recyclable items.
- h. Trash bags shall be disposed of in the dumpsters only. Trash cans & restroom trash are for individual items.
- i. Sheltering residents are required to maintain their site and keep it neat and clean with only outdoor furniture and an approved BBQ allowed outside your trailer.
- j. The construction or installation of permanent structures at your site is strictly prohibited. No enclosed awnings are allowed (only awnings attached to the trailer are allowed).

11. Landscaping & Fencing:

- a. Sheltering residents are NOT allowed to plant or remove any trees, bushes, or flowers without the written consent of Social Services.
- b. Sheltering residents are not allowed to install any kind of fencing without written approval by Social Services. All other fencing is strictly prohibited (no exceptions)!

12. Behavior & Conduct:

- a. Disorderly conduct, drunkenness, drugs, obscene language, or rowdy behavior are not allowed and will not be tolerated.

13. Quiet Hours:

- a. Quiet Hours are from 10:00 pm through 7:00 am daily and must be observed by everyone within the Park.
- b. Outside of the above listed quiet hours, unnecessarily loud, intrusive, or disruptive noise is prohibited. Please be courteous to the other guests and sheltering residents of the park.
- c. Please ensure that speakers, radios, televisions, or any other machinery do not emit sound beyond your space during Quiet Hours.

14. Courtesy:

- a. We strive to provide courteous and respectful service therefore profanity, violence, or threats towards our staff will not be tolerated and are grounds for immediate eviction from the Park.
- b. Please respect the privacy of your fellow sheltering residents within the Park and do not walk through other sheltering resident's sites.

15. Street Lights & RV Lights:

- a. Sheltering residents shall not tamper with lights, remove light bulbs, or modify lights in any way. Such conduct is prohibited and will result in eviction from the park.
- b. Dark hours are 12:00 PM until 6:00AM. Please be respectful of your neighbors by keeping light usage low and to a minimum between those hours.

16. Safety & Security:

- a. The County and Social Services are not responsible for lost, stolen or damaged articles.
- b. Always keep your valuables locked up.
- c. Please report any problems to Siskiyou County Social Services immediately at 530-841-2700.

- d. Please notify Social Services of any incident or accidents as soon as possible. For emergencies dial “911”.

17. Smoking:

- a. Smoking is prohibited anywhere on the property.

18. Trash:

- a. Garbage dumpsters are in the Park for your convenience (see “Park Map” for locations). Please place all your everyday trash in the dumpsters and close lids after use.
- b. All trash is to be bagged and disposed of in the trash bins located in the Park.
- c. Items prohibited from being put in or around the trash bins include: furniture, appliances, electronics, wood, concrete, any building materials, batteries, BBQs, carpeting or rugs, metals, any hazardous, combustible, or flammable materials or substances.
- d. For health and safety reasons, all persons are prohibited from sorting through refuse containers inside the park.

19. Park Utilities & Pedestals:

- a. Sheltering residents damaging our electrical system due to improper cords or plugs used will be responsible for the repair of our system.
- b. If the sheltering resident damages any park property including but not limited to our electrical pedestals, sheltering resident will be liable for all repair or replacement costs.
- c. Only one (1) trailer shall be hooked up to the utilities on each site. No other vehicle or trailer shall be hooked up or connected to the same pedestal as the primary trailer. No trailer at any time shall be connected to any other site except the site they are registered to. This is strictly prohibited and is grounds for immediate eviction.

20. **Water:**

- a. Sheltering residents shall undertake all necessary actions to conserve water and prevent waste, including repairing any leaky fixtures, hoses, etc.
- b. No black or gray water is to meet the ground.

21. **Sewer/Septic System:**

- a. Do not put any objects down the sewer lines. Bodily (human) waste and trailer approved biodegradable toilet paper are the ONLY things that should be put through and dumped into the sewer system. Any other items including but not limited to: Feminine products, hay, rags, ashes, clothes, diapers or wipes, foreign objects, grease, oil, or other improper items shall NOT be placed into the sewer system.
- b. The cost of repairing clogs or clearing stoppages and all other damages caused by such improper items put into the sewer system shall be the sole responsibility of the sheltering resident and not the park.
- c. The Park is ONLY responsible for sewer problems associated with tree roots, normal pipe wear and tear or the normal deterioration of pipes.
- d. The spilling, dumping, or other discharge onto the ground of any water or waste, including but not limited to human or animal, is prohibited by law.

22. **Vehicle Abandonment:**

- a. Sheltering residents shall not abandon their cars, trucks or trailer or leave for an extended period without notifying Social Services.
- b. Sheltering residents shall be responsible for all damages suffered by the County in the event of abandonment of any vehicle.

23. **Other Prohibited Acts:**

- a. Fireworks of any kind are not permitted on park property.

- b. No weapons shall be discharged on the grounds and all weapons shall be kept in compliance with all applicable state and federal laws.
- c. Campfires or open fires are strictly prohibited. Outdoor cooking and charcoal fires are permitted in your space inside an approved (fully contained) outdoor BBQ only!
- d. Propane, wood, pellet, or otherwise fueled firepits are strictly prohibited.
- e. Excessive use of alcohol, public drunkenness, use of profanity, loud, obnoxious, or threatening behavior, or the use of recreational drugs will not be tolerated and will result in immediate ejection from the campground.
- f. Drinking alcohol while driving or driving while under the influence of recreational drugs or alcohol on campground property will result in immediate ejection from the campground.
- g. Riding any engine-powered vehicle in the Park for recreation is not permitted. No golf carts, rhinos, or ATV's allowed. No motorized or electric scooters or off-road vehicles are allowed.
- h. Bicycles must be ridden at a safe rate of speed within the campground. Helmets must be worn at all times and as required by law.
- i. No business or commercial activity of any nature shall be conducted within the park or at your site.
- j. No persons shall engage in any criminal or drug-related activity in or near the Park.
- k. No littering is permitted in the Park. This includes your site and park common areas.
- l. No overnight outdoor sleeping is permitted.
- m. Absolutely no Sub-Leasing is allowed.
- n. Harassment – Conduct which threatens, harasses, or intimidates others is prohibited. The Community encourages any sheltering residents who feel as though they have been the subject of improper harassment to promptly report such incidents to Social

Services and any other property authority so that they can be investigated.

- o. Damage to Park property (e.g., restrooms, utilities, landscaping, vehicles, or signage) is strictly prohibited and grounds for eviction. Sheltering residents will be held responsible for the repair of any damages made by them and will be prosecuted.
- p. You shall not park any vehicle on any site you have not registered and paid for.
- q. Door codes and WiFi passwords are for registered guests only, do not share.
- r. No trespassing. All visitors must register at the office and park where directed.
- s. Laundry room is open all hours for the convenience of sheltering residents only. Door code are not to be shared with anyone.
- t. Laundry should be promptly removed when the wash/dry cycle is complete.
- u. Restrooms are for use by sheltering residents only.

24. Laws:

- a. Sheltering residents and their guests agree to abide by all local City, State, and Federal Laws during your stay in the Park. The owners, the County, and Social Services will not be responsible for accidents, injuries, or loss of property caused by fire, theft, floods, other sheltering residents, or any acts of God.