

CITY OF CORDOVA / PARKS AND RECREATION DEPT
Odiak Camper Park (2020)



Month-To-Month Lease Agreement:

The rules and regulations used to govern Odiak Camper Park are included in the in the lease agreement below. These rules and regulations are set forth by the COC, Parks and Recreation Department. Compliance to rules and regulations is mandatory. The COC reserves the right to either evict a tenant or decline service to a tenant, if a tenant is non-compliant.

This Month-To-Month Lease agreement (hereinafter referred to as the “Agreement”), is made and entered into, and shall be effective on, ____/____/____, by and between City of Cordova (hereinafter referred to as the “Landlord”), whose address is P.O. Box 1210, Cordova, Alaska 99574; email: bidarki@cityofcordova.net; and contact number is (907)424-7282 and _____, (hereinafter is referred to as “Tenant”), whose current home address is _____

and contact number is (____)-____-_____.

WITNESSETH:

WHEREAS, The Landlord of the real estate property being, lying situated at 1451 Whitshed Road, Cordova, located in the State of Alaska with the ZIP code of 99574 (hereinafter referred to as the “Premises”

1. RENT

The monthly rent will be \$26.00 a day + electrical usage charges (20 cents per kWh) that are furnished to the Premises, presently metered separately and included on the Tenants monthly bill. Rent and electrical usage fees are due on the 5th day of each calendar month. The Tenant’s payment shall be made payable to the City of Cordova and sent to the aforementioned Landlord address. In addition, a Security Deposit in the amount of \$950.00 shall be paid in advance prior to the Tenant taking possession of the assigned rental space within the property. The Landlord can also take credit card payment M-F 10-6pm, at Bidarki Recreation Center, located at 103 Council Street, Cordova, Alaska 99574, as well as, direct input, credit card payment, via telephone, M-F 10am-6pm (907)424-7282.

The rental premises shall be on a seasonal month to month basis, commonly known as a ‘Month-To-Month Tenancy’ and may be terminated by providing advance written notice of at least 7 days, to

become effective on the last day of the next rental period. A Month-To Month Lease will automatically renew itself unless you terminate 7 days prior to the next rental period (month), making the tenant responsible to pay the entire month's rent.

If the Tenant does not pay on time, you will be subject to a 20% late fee. Repeated late payments may result in cancellation of tenancy

If the Landlord does not receive payment prior to the next rental period, the Landlord will terminate your tenancy. If the Landlord requires the services of an attorney to enforce the terms of this lease agreement, recover possession of the rental space or recover for damages, the tenant shall be liable to pay the Landlord reasonable attorney's fee incurred and all costs whether a summary process action or other civil action is commenced, or judgment obtained.

2. UTILITIES

The Tenant shall pay, as it becomes due, electricity, that is furnished to the Premises and presently metered separately. The Landlord agrees to furnish reasonably hot and cold water and reasonable heat to the bathhouse, all in accordance with the applicable laws, but the failure of the Landlord to provide any foregoing items to any specific degree, quantity, quality or character due to any cause beyond the reasonable control of the Landlord, such as an accident, mechanical failure, restriction of City, State or Federal regulations, during times of maintenance or repair to the apparatus shall not (pursuant to applicable law) form a basis for any claim for damages against the Landlord.

No Tenant shall plug into a vacant electric meter pedestal that is not their own without prior authorization of the Landlord. A Tenant that is caught doing this, will be liable for the cost of electrical usage metered on the pedestal used. The Landlord may also terminate this Agreement as a result.

3. POSSESSION OF PREMISES

Upon the signing of this Agreement, and the payment aforementioned Security Deposit and first month's rent (as it applies to the Tenants eligibility status), the Landlord shall deliver full possession of assigned space in said Premises to the Tenant on this date ____/____/_____. The assigned space shall be free of all occupants and of all personal property, except any such property which may be included within the Agreement. If despite reasonable efforts the Landlord is unable to deliver full possession on the date that the Agreement shall begin, the Landlord shall not be held liable to the Tenant for any loss or damage, and the Tenant shall not be liable to the Landlord for any rent or electrical fees until possession of the assigned rental space on the Premises is delivered. Either Party may terminate the agreement with written notice if possession has not been delivered within 10 days after the beginning of this Agreement. Upon delivery of such notice all payments made by the Tenant pursuant to the Agreement shall be immediately returned, all obligations of the Tenant and Landlord shall terminate, and this Agreement shall become null and void and neither the Tenant nor the Landlord shall have any further recourse or remedy against each other. The Tenant authorizes the Landlord to commence any necessary proceedings in the name of the Tenant to recover Possession.

4. OCCUPANCY, USE, ASSIGNMENT & SUBLETTING

The Premises shall be solely used for residential purposes for the occupancy of _____ persons. The number of occupants shall not exceed limits established by law, manufacturer, regulation or ordinance. Should the Tenant desire or anticipate a change in occupancy of the Premises due to adoption, birth of a child, or otherwise, the Tenant shall notify the Landlord at least 5 Business Days in advance of the changing event. The Tenant shall not assign any of said Tenant's rights under this Agreement and shall not sublet all or any part of the Premises without written approval of the Landlord. If the Premises are part of a condominium, apartment building, multiple rental space dwelling, the Tenant agrees to abide by all rules and regulations governing such dwelling. The Tenant agrees not to use or permit the Premises to be used for any improper or unlawful purpose and agrees to limit the use of the Premises so that it does not disturb or interfere with the comfort, safety, or enjoyment of other tenants living nearby.

List of those living in the trailer:

1. _____
2. _____
3. _____
4. _____
5. _____

5. SPACE ASSIGNMENT / PARKING / SECURITY

Space assignment will be based upon eligibility status. The trading of spaces between residents is prohibited. A tenant can request moving to another space. The landlord can provide a form. The form will require the signature of both tenants involved, and who concur with the trade. The Landlord reserves the right authorize the trade, if the trade causes unreasonable duress to other tenants, for any reason, the trade request may be denied. Disregard to this condition may result in the Landlord terminating this Agreement.

Motor vehicles cannot, for any reason, be parked in an unoccupied rental space. The Tenant must always be cognizant that an open rental space is available for occupancy at any time. If a Tenant chooses to routinely park the Tenant's motor vehicle in an unoccupied rental space; the Tenant will be liable for the cost of occupying the rental space. Disregard to this condition may result in the Landlord terminating this Agreement.

Tenants are advised to keep their vehicles locked. The Landlord assumes no responsibility for any damage to Tenant's possessions from any causes, including, but not limited to, fallen limbs, wind damage, trespassers, or theft.

6. VEHICLE REQUIREMENTS

- 1) Any commercially manufactured motor home or trailer which meets all conditions listed under this section is eligible for consideration for a space in the park. Tents, tent trailers, buses, slide in truck mounted campers, vans, and autos; may as well be permitted.
- 2) It is expected that all vehicles within the park will be properly registered, titled and insured by the owner or resident of the vehicle.
- 3) The length of the unit shall include any extensions, awnings or other attachments, as well as hitches or other mounting devices.
- 4) No part of the residence vehicle or its equipment or attachments may extend beyond its allotted parking space or intrude upon the space of another resident's vehicle or encroach on the surrounding flora or fencing.

- 5) All vehicles and or sleeping spaces must be structurally sound and must be adequately sealed against the weather. Adequate space suited for habitation must be provided. All vehicles must always be kept in working order.
- 6) It is expected that a drivable vehicle other than the motor home will be a tenant's primary means of transportation; your motor / RV / trailer home should be rarely moved from the park.

a) STRUCTURAL INTEGRITY AND MOBILITY OF MOTOR HOME /RV/ TRAILER HOME

- 1) Roof must be weather tight.
- 2) Floor must be in good condition, without dry rot or holes.
- 3) Vehicles waste and supply plumbing must not leak.
- 4) Doors and windows must be intact.
- 5) All vents must be unobstructed.
- 6) Vehicles structure must not be damaged, nor modified to reduce its structural integrity.
- 7) Vehicle must be capable of being taken out on the road.
- 8) Wheel bearings and brakes must be functional.
- 9) Tires must be safe and road worthy. Road lighting (brakes, running lights) must be operational.

b) COOKING FACILITIES FOR THE PREPARATION OF FOOD

Permanently installed liquefied propane (LP) gas-powered cooking facilities (stove/range) are recommended. All gas appliances must be properly vented to the outside of the vehicle. Electric appliances with exposed heating surfaces (electric ranges and hot plates) are to be used at your own digression and risk. Microwave ovens or toaster ovens are preferred (see "electricity")

c) PROPANE

Plumbing must be in good repair. Hoses and pipes must be in good condition and free of leaks. Propane bottles must be properly secured. Gas pressure regulator must work properly. Propane appliances such as stove tops, ovens, water heaters and space heaters must function properly. It is advised that vehicles using propane have approved propane leak detectors properly installed and fully operable.

d) ELECTRICAL SYSTEM

All electrical systems and outlets must be grounded. Wiring, outlets, electrical devises and appliances must be in good repair. Electrical loads must not exceed rated capacity of wiring. Extension cords must not exceed 15ft and must be safely run as to avoid any tripping or falling hazards. Electrical cords should not be run out of any open windows or doors. (See cautions under "Electricity").

e) LIGHTING

Adequate electric interior and entry way lighting is required. No LP or gas lighting systems will be permitted. The use of portable gas lanterns is not permitted. It is advisable that at least one flashlight is kept within your camping area.

f) HEATING

Adequate heating must be provided with either an LP gas catalytic heater, permanently installed, and properly vented, or a portable electric heater drawing no more than 1500 watts. Electric space heaters, where used, must have tip-over shut offs and must be placed away from combustibile materials per manufacturers recommendations.

g) SMOKE DETECTOR AND FIRE SAFETY

Tenant must have at least one smoke detector, with test button, and one fire extinguisher, with current certification tag displayed. The smoke detector must always be installed in an appropriate location and remain operable. Smoke detectors should have silencer buttons.

h) WATER ACCESS, DISPENSE AND STORAGE

As of the beginning of 2020 camper season, the Parks & Recreation Department is requiring a simple filtration system for your gray water, we will have an example of such filtration system available at the front desk of Bidarki Recreation Center. Those who are deemed uncompliant will receive a verbal or written warning and could be fined as low as \$50.00 or up to &150.00. After three (3) warnings, you will be considered uncompliant and found in breach of lease agreement. No black water can be dumped on the ground it must be dumped at the dumping station. The Maintenance staff will be making random checks to ensure that black and gray water is properly handled. Those caught dumping gray or black water on site will be reported to the authorities and could be given 7 days written notice to vacate the premises. Domestic water and black & gray water holding tanks must not leak. All connections must be water tight.

i) HEATED WATER

Hot water heaters are not required (they are recommended), but the unit must have some method for heating water for sanitary purposes.

j) TOILETS

Toilets are not required, but if installed, must have adequate and operable brown water storage system. There is a dumping station at the park for your use. There is a community bathroom that you may use in accordance with the rules.

k) SHOWERS

Showers are not required, but if so equipped, the unit should have adequate gray water storage capacity. All disposable hoses must be clearly water tight. All unit sites must use the dump station to empty gray and brown water systems. There is a community bathroom that you may use in accordance with the rules.

l) VEHICLE STABILIZING AND PARKING

At least one wheel on each side of the vehicle must always be adequately blocked front and rear to prevent rolling. All trailers must have enough jacks or jack devices to stabilize the unit on a long-term basis. Blocking or jacks should be securely and properly placed to be stable and not damage vehicle undercarriage.

7. CLEANLINESS, ALTERATION & REPAIRS

The Landlord should repair and maintain all the fixtures and equipment included in the lease of the Premises at the time the Agreement was made. The Tenant shall notify the Landlord or his/her designated maintenance custodian at (907)424-7282 of any maintenance or repair issues which require attention.

The Tenant shall always maintain the Premises in a clean and sanitary condition and in the same conditions as it was at the beginning of the tenancy, reasonable use and wear expected.

- No additional storage is available. Nothing may be placed or stored beyond the confines of the residents allotted space.
- Tenants are required to remove outside items or clean up their site when asked by staff.
- Recreational equipment may be placed outside providing the items usable.

- Quantities of outdoor items should be limited, and residents may be asked to remove excess items. Only furniture designed for outdoor use is permitted outside the Tenant's vehicle. Upholstered furniture, and other items intended for indoor use must be kept indoors.
- Anything stored on the roof of the residence must be tied down due to prevailing weather patterns.
- No net mending or boat storage is permitted.
- Tenants are responsible for the removal from the park and the proper disposal of any hazardous materials, including paints, pesticides, household cleaners and other materials.

Tenants and their guests are expected to use the community facility with due care and respect. sleeping or cooking is permitted inside the restroom portion of the community facility. The Tenant shall not make any interior or exterior alterations or changes to the Premises. The Tenant shall not install any fixture without prior written authorization of the Landlord. Unless otherwise specified, any permanent fixture installed on the Premises with authorization of the Landlord shall become the property of the Landlord upon termination of this agreement.

The Tenant shall not place or store any personal item(s) or property in any common area. Storage of personal items not fit in the boundaries of the Tenants rental space. No personal item(s) can be stored on the Premises after a Tenant has vacated. The personal items left behind will become the property of the Landlord.

The Tenant shall be liable for the misuse of any electrical pedestal, plumbing fixture, equipment or appliance, including the disposal of any rubbish or trash that damages any fixture or clogs any pipes. The Tenant shall maintain any surrounding grounds for which the Tenant is given exclusive use, including any trees shrubbery free of rubbish.

At the termination of this Agreement, the Tenant shall surrender to the Landlord the Premises in the same condition as when they moved in, except for normal use and wear expected. The Tenant shall be responsible for all damages or losses caused to the Premises by or through any willful or negligent act or actions of the Tenant, the Tenants guests or invitees, except for any acts of God or any injury or loss caused by the Landlord or for which the Landlord is statutorily liable.

8. LEAVES OF ABSENCE

The Landlord requires notification if the Tenant is absent for more 10 days. The Tenant shall provide the Landlord with written notice of absence 24 hours prior to the absence. The Landlord will not be liable for any loss or damage to the Tenants property in their absence, except for loss caused by the Landlord or for which the Landlord is statutorily liable.

9. NOISE

In general, every attempt should be made to keep noise from carrying beyond the Tenants own residence. Tenants must significantly reduce or eliminate noise when asked to do so. Tenants are encouraged to talk to each other before making a complaint to the Landlord.

10. FIRE AND CASUALTY

In the event the Premises or any common area providing a necessary egress/access to the Premises are damaged by fire or any other casualty which materially interferes with the Tenants use of or access to the Premises, the Landlord may terminate the Agreement. If the Landlord has not

exercised the option to terminate, the rent shall be reduced to the fair value of the Premises until the said Premises is restored to its former condition. If the Landlord has not restored the Premises or egress/access within 10 days, the Tenant may give notice of termination of this Agreement to become effective at the end of the then current month.

11. PETS

The Tenant may bring a maximum of Two pet(s) onto the Premises with the written consent of the Landlord.

- 1) Dogs must always be kept on a leash, and their noise level and behavior must not disrupt or offend other Tenants.
- 2) The Tenant will be responsible for any damages the animal may cause to park property or that of another Tenant.
- 3) The Tenant also must remove and dispose of any of their pet(s) waste.

12. BREACH AND ABANDONMENT

If the Tenant breaches this Agreement by failure to pay rent when due or by non-compliance with any term or condition of this agreement, the Landlord may terminate this Agreement by providing the Tenant with an advance **7** days written **Notice to Quit** for nonpayment of rent pursuant to applicable law. Entry by Landlord is not required before termination. Issuance of a notice pursuant to this paragraph shall be without waiver or prejudice to any other right or remedy of the Landlord. In the event of such termination the Tenant shall be obligated to pay the Landlord a sum equal to the balance of rent due together with (i) all costs and expenses reasonably incurred by the Landlord to restore the Premises to the same condition as they were at the beginning of the Month-To-Month Tenancy, including hauling rubbish; (ii) moving and storage charges for any personal items of Tenant either required by law to be moved and stored or in the discretion of the Landlord to be moved and stored; (iii) any other damages permitted to be recovered; and (iv) interest at the legal rate from the date of the breach, cost and attorney's fees. Delay or failure of the Landlord to commence legal proceedings shall not constitute a waiver of any right remedy.

13. INDEMNIFICATION

The Tenant agrees to indemnify, defend and hold harmless the Landlord from injury, loss or damage suffered by the Tenant or by any person visiting the Premises, or any common area during this Agreement, except for any injury, loss or damage which may have been caused by the direct negligence or unlawful act of the Landlord or for which the Landlord may be statutorily liable.

14. ATTORNEYS' FEES

If the Landlord reasonably requires services of an attorney to enforce the terms of this Agreement or to seek to recover the possession of the Premises or recover for damages, the Tenant shall be liable to pay the Landlords reasonable attorneys' fee incurred and all costs. Whether or not a summary process action or civil action is commenced, or judgement obtained.

15. NOTICES

All notices required or permitted to be made under this Agreement, including any notice of violation of any terms and conditions, of the law or the need for care, maintenance or repair, shall be done so in writing and may be delivered by hand, sent in certified mail, return receipt requested, or sent by the United States Postal Service overnight Express Mail or other overnight delivery service, addressed to the Landlord or the Tenant or their authorized representative as set forth within this section or to the Tenant at the Premises during the term of the tenancy.

Said notice shall be deemed to have been given delivery, or if sent by certified mail on the date of delivery set forth in the receipt or in the absence of a receipt to be three (3) business days after deposit or if sent by Express Mail or overnight mail delivery, the next business day after deposited with the overnight or delivery service, whether or not a signature is required or received. Acceptance of any notice, whether by delivery or mail, shall be enough if accepted by a person having express or implied authority to receive same. Notice shall also be deemed adequate if given in any other form permitted by law.

LANDLORD

City of Cordova / Parks and Recreation Dept.
bidarki@cityofcordova.net
Cordova, Alaska 99574
907.424.7282

TENANT

NAME:

ADDRESS:

EMAIL:

PHONE NUMBER:

IN WHITNESS WHEREOF, the Parties hereto, individually or by their duly authorized representatives, have executed this agreement as of the Effective Date;

LANDLORD SIGNATURE

LANDLORD PRINTED NAME

TENANT SIGNATURE

TENANT PRINTED NAME

