

Mountain Cactus Ranch
10667 S Avenue 10 E , Yuma, AZ 85365
(928) 342-5855 / EMAIL: mountaincactusranch@gmail.com

2024/2025 RV RESERVATIONS

To reserve an RV space for the 2024/2025 season, complete this form and sign the last page. A deposit of \$450.00 is required at the time of reservation for stays that are 1 month or more. Daily and weekly stays will require the total amount of the reservation to be paid in full at the time of reservation. Utility fee includes Electric, Water, Septic and Trash. This document applies to all new Reservations made on, or after 02/01/2024.

The Total Balance Due for the site rental is due at time of Check-In. An RV may not be placed on the home site if the total balance due has not been paid in full. Guests planning to take advantage of our rates for stays exceeding one (1) month must specify at the time of making the Reservation. All RV site-rentals will be taken on "First come, First served" basis." **PLEASE NOTE: We do not accept RV Space Reservations over 179 days.**

Daily \$46.00 +3.09 tax = \$49.09

4Month \$2600.00 + \$300.00 utility fee = \$2900.00

Weekly \$285.00 + 19.12 tax = \$304.12

5Month \$2650.00 + \$375.00 utility fee = \$3025.00

**1Month \$650.00 + \$75.00 utility fee = \$725.00
(31days)**

179 days \$3042.00 + \$450.00 utility fee = \$3492.00

2Month \$1300.00 + \$150.00 utility fee = \$1450.00

3Month \$1950.00 + \$225.00 utility fee = \$2175.00

Space#: _____ Name(s): _____ Phone: _____ Email: _____

Address: _____ City: _____ State: _____ Zip _____

Arrival Date: _____ Length of Stay: _____ Months (**NOT TO EXCEED 179 DAYS**) Departure Date: _____

TOTAL: \$ _____

DEPOSIT: \$ _____ Date Paid: _____ Check #: _____ Credit-(VS/MC): _____ (3% Deposit C/C Surcharge) \$ _____

BALANCE: \$ _____ Date Paid: _____ Check #: _____ Credit-(VS/MC): _____ (3% Balance C/C Surcharge) \$ _____

DUE AT CHECK-IN

(*A 3% Credit Card Charge will apply to all Credit/Debit Card payments).

EXTRA TRAILER FEE: \$ _____

Extra Trailer Fee \$100.00 / Cancellation Processing Fee \$150.00 Advised : _____

- Monthly rentals are based on a 30-day Month only The total amount of rental days must **NOT** exceed 179 days, which is the ‘179-Day Plan’.
 ***Please Note:** Your reservation **DOES NOT** guarantee the **specific** space **listed** or the **rent charge** shown above. Space rent rate charge may change at any time before **move-in**. Call before your arrival to confirm the space to be occupied and the rent rate .
- All RV’s must be self-contained. No Tent Trailers of any type are permitted. All RV’s are subject to **prior** Management Approval. RV’s older than 10 years need **prior written** Management Approval.
- Mountain Cactus Ranch has large RV sites, typically 50’ wide and 80’ deep. There are **NO PULL THROUGH SPACES**. Each space has a Patio.
- Mountain Cactus Ranch is a 55+ Community. At least one Resident at each space must be at least 55 years of age. All other Residents must be at least 40 years of age.
- All Rates are based on Total Occupancy of Two (2) persons per site. The fee for any additional person(s) is \$4.00/day, with a maximum occupancy limit of Two (2) persons per Bedroom, plus one additional person per home/space. An RV unit is presumed to be a One-Bedroom Unit. Guests may visit a Resident no more than 14 Days in a 12-Month period. After that, the Guest becomes an Unauthorized Occupant who must vacate the RV and space, and if they wish to reside in the Resort, must submit an application for residency and pay any required application fee, along with meeting all qualifications for residency. The fee for any Guest is \$4.00 per Guest per day.
- One small Pet, 30 pounds or less, is allowed. Your Pet must remain in your home unless being walked on a leash. **Any leash must NOT be more than 6 feet in length. IMMEDIATE CLEAN UP AFTER YOU PET IS REQUIRED. Pets cannot be taken around the Clubhouse area. Pursuant to ‘State’ and ‘Federal Fair Housing Laws’ and the ‘ADA’, exceptions to these pet restrictions are made for Service Animals and Assistance Animals. Residents with such animals remain responsible for their care, control and clean-up unless a reasonable accommodation is required in relation to any rule.**
- Reservation deposits are Refundable upon a **60 Day Advance Written Notice**. All written cancellations must be mailed to the Mountain Cactus ranch Office. Refunds will be issued in the form of a check or credit card refund from Mountain Cactus Ranch after receipt of the refund request. **A \$150.00 Processing Fee will be withheld from any refund due.** Any reservation deposits or Rent on RV sites are **Non-Refundable** if tenant buys a mobile home or park model in our community. Mountain Cactus Ranch reserves the right to evaluate any refund. **REFUNDS ARE NOT ISSUED FOR EARLY DEPARTURES.**
- In the event a site has been selected for the permanent placement of a manufactured home or park model, the RV Resident will be provided with another RV site. We do not guarantee specific site #'s, however, we will do our best to accommodate your requests. Should a situation arise that necessitates changing the Resident’s space, and at the sole discretion of the Management, we reserve the right to honor your reservation on a different site. Mountain Cactus Ranch will not be held responsible for any connect or disconnect fees charged by the telephone or cable television companies.
- RV Residents are required to sign and meet all conditions set forth in the Mountain Cactus Ranch Standards and Rules at time of Check-In.
CHECK IN TIME IS 12:00 NOON. ARRIVALS ARE DURING DAYLIGHT HOURS ONLY. NO ARRIVALS AFTER 5:00 PM. CHECK OUT TIME IS 11:00 A.M.
**** Unless a Customer provides a ‘Written Notice’ PRIOR to the Check-In date, Reservations are ‘Canceled The Day After a Missed Check-In’, and the customer ‘Forfeit’s the Entire Deposit’.**

- RV Space Rental charges may change without prior notice before Check-In.
 *****Please Note:** Your reservation **DOES NOT** guarantee or lock-in the rental rate charge printed on the opposite side of this document. Please call before your arrival date to confirm what the new rental rate charge will be at the time of your Check-in.
- Management reserves the right to cancel this reservation and require guest(s) to leave the premises at any time.
- Small luggage trailers or the like, may be permitted to stay on the RV space while rented for an additional charge of \$100.00 per trailer per month. This will be at the Landlord's sole discretion and in addition to the original RV space rental amounts.
- RV Residents are required to keep their space clean and weed free.
- Jury Trial Waiver: The parties to this Agreement hereby waive their rights to a Trial by a Jury and agree that any dispute arising out of, or relating in any way to this Agreement, shall be tried before a Judge sitting without a Jury.
- This Agreement is governed by Arizona law.
- In any dispute arising out of this Agreement, the prevailing party shall be entitled to an award of its reasonable Attorneys' fees and Court costs.
- Force Majeure: If the performance by Landlord of any of Landlord's obligations or undertakings under this Agreement is interrupted or delayed by any occurrence not occasioned by the conduct of either party to this Agreement, whether that occurrence is an act of God or public enemy, or whether that occurrence is caused by war, riot, storm, earthquake, epidemic, pandemic, or other natural forces, or by the acts of anyone not party to this Agreement, then Landlord shall be excused from any further performance for whatever period of time after or during the occurrence is reasonably necessary to remedy the effects of that occurrence. Tenant's obligation to pay rent and any other amounts due hereunder shall not be abated by any such occurrence. Further, any Resort common areas and facilities are not guaranteed and such facilities may be temporarily or even permanently closed for renovations, remodeling, change in use, meetings, Management use, training, maintenance, national emergencies, epidemics, pandemics, acts of God, due to force majeure, and the like, without any modification or change to the amount of rent paid pursuant to this Agreement.
- Any Landlord-Tenant relationship created upon Tenant's move-in to the Resort is governed by A.R.S. §§ 33-301 through 33-381, as this is a short-term RV space rental. It is not governed by the Arizona Mobile Home Parks Residential Landlord and Tenant Act and it is not governed by the Arizona Recreational Vehicle Long Term Space Rental Act (since the tenancy created upon actual move-in is for less than 180 days).
- This reservation is not transferable. Spaces at the Resort may not be assigned, sublet, or transferred without prior written permission of Resort Management.
- Only Residential use of the space is permitted.
- By signing this form, I (we) have received a copy of the Rules/ Regulations and agreed to abide by the said Rules/Regulations of the park, in addition to the provisions set forth herein.

Signature _____

Date _____

Signature _____

Date _____