

Fountain of Youth Spa
1500 Spa Road, Niland, CA 92257
(760) 354-8240

LONG TERM GUEST AGREEMENT

Fountain of Youth Spa (hereinafter "Park"), and _____
(hereinafter "Homeowner") who resides at 1500 Spa Road, Space # _____
Niland, California, 92257, and _____ (hereinafter "Guest") agree that:

WHEREAS, Homeowner wishes to share his/her mobilehome with Guest, under Civil Code Section 798.34; and

WHEREAS, Park is agreeable to the accomplishment of this objective by allowing Homeowner to share his/her mobilehome with Guest,

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Term. The term of this agreement for the above space begins on _____ and ends when either (1) written notice is received by Park that Guest will be vacating the premises, (2) the tenancy is terminated by the Homeowner, (3) the tenancy of the Homeowner is terminated by Park, or (4) the right of the guest to reside at the subject home is terminated by the park.
2. No Rights of Tenancy. It is important that both the Guest and Homeowner understand that despite the Guest's occupancy of the home, this Agreement does not establish any type of Homeowner-landlord relationship between the Guest and the Park. This means the Park does not owe any responsibilities or obligations to the Guest. The Park's responsibilities and obligations as the owners and operators of the Mobilehome Park apply only to the Homeowner. Because of this, only the Homeowner, and not the Guest, can require the Park to fulfill any responsibilities and obligations Park might owe to its residents. Similarly, if Park has any problem with the specific home and/or space, Park will hold Homeowner responsible for living up to the Homeowner's responsibilities.

It is agreed between all parties to this agreement that the Guest is not a Homeowner or "resident" as that term is defined under the Mobilehome Residency Law or any other law or ordinance. Because of this, the Homeowner agrees that he/she is responsible to the Park to ensure that the Guest complies with all applicable provisions of the Homeowner's rental agreement and the Park's rules and regulations.

Guest acknowledges that this agreement does not give him/her right of tenancy in the Park. Homeowner and Fountain of Youth Spa and Guest also acknowledge and agree that Guest has no rights of tenancy under the Mobilehome Residency Law, Civil Code Section 798, and et seq.

3. Rent. The obligation to pay for all rent, utilities, and other charges, will be the sole obligation of Homeowner, and payment for which shall only be accepted from Homeowner. Rent, utilities, and other charges shall not be paid to Park by Guest. Homeowner and Guest understand that this

Guest Agreement is conditioned upon the Homeowner paying rent to the Park. Homeowner and Guest understand that the occupation of the Guest at the home is not a sub-lease. This Agreement by no way creates, accepts, or condones sub-leasing of the home by Homeowner, and the Park prohibits sub-leasing of homes in the Park.

4. Occupancy of Space. Should Homeowner's tenancy end, voluntarily or involuntarily, while Guest is still inhabiting the space, this Agreement becomes null, and void and Guest has no right to occupy the home or to continue to remain in the Park. Upon the termination of Homeowner's tenancy in the Park, Guest agrees to move out of the Park immediately. Homeowner agrees to be responsible for ensuring that Guest vacates the home upon Homeowner's termination of tenancy.
5. Rules and Regulations. Guest acknowledges receipt of the Park's Rules and Regulations (Good Neighbor Policies) and agrees that he/she will abide by them at all times. However, Homeowner will be liable for compliance with the Rules and Regulations by all occupants of the space, whether co-Homeowner, roommate, guest or otherwise.
6. Discretion of the Park. Homeowner and Guest acknowledge that this Agreement is for no specific duration and may be terminated at any time for any non-discriminatory purpose by the Park. Such purposes for termination may include, but is not limited to, violation of the Park Rules and Regulations, complaints against Guest by other residents in the Park or by Park Management, treating Park Management and/ or other residents with disrespect, and harassing other Park residents and/or Park Management at the Park's discretion. Park's decision is final.
7. Parking. **Guest may only park at Homeowner's space.** Guest will not park in the Guest or Registration parking areas at any time. Guest must register his or her vehicle with the Park prior to occupying the home.
8. Title. Homeowner shall not transfer any interest in his/her mobilehome to Guest, without prior written notification to Park. In the event title is transferred, Guest may only obtain a tenancy with Park, after applying and being approved for tenancy. Tenancy may be denied based on the conduct of Guest during the term of this agreement.
9. Disputes between Guest and Homeowner. The Parties to the Agreement acknowledge and agree that if there is any dispute between Homeowner and Guest, this dispute will be resolved without involving the Park. By signing this Agreement, Parties agree that if there are any disputes between Homeowner and Guest which interfere with the rights of the Park, the enjoyment of other residents in the Park or with the Park Management, such will be deemed to be a substantial nuisance.
10. Modifications. No alterations or variations of the terms of this agreement shall be valid unless made in writing and signed by all parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. This Agreement sets forth the

final terms and conditions of this Guest Agreement between the parties and supersedes any prior representations or agreements, whether written or oral.

- 11. Breach of Agreement. Guest and/or Homeowner may be evicted from the premises if he/she/they fail(s) to comply with any term or condition stated in this Agreement.
- 12. Attorney's Fees. If any litigation should arise out of the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

If this Guest Agreement has been filled in, it has been prepared for submission to your attorney for his/her approval. No representation or recommendation is made as to the legal sufficiency, legal effect, or tax consequences of this Agreement or the transaction relating thereto.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

Dated: _____ HOMEOWNER _____

Dated: _____ GUEST _____
(Signature)

(Print Name)

Dated: _____ GUEST _____
(Signature)

(Print Name)

Dated: _____ PARK Representative _____
(Signature)