

# MOUNTAIN CACTUS RANCH

**A 55+ Community**

**10667 S AVE 10 E**

**YUMA, AZ 85365**

**Ofc. 928-342-5855**

**mountaincactusranch@gmail.com**

Name(s) \_\_\_\_\_

Space # \_\_\_\_\_

Please include in return packet:

1. **Two** clear, readable copies of Driver(s) License(s).
2. **One** check for \$80.00 per person requiring park approval (non-refundable). Make check out to Mountain Cactus Ranch.
3. **One** check for rent in the amount of \_\_\_\_\_  
Make check out to Mountain Cactus Ranch. The check will be held pending park approval. If not approved, the check will be returned.
4. Complete the packet, sign and initial where indicated. You must send the entire packet back, as we must have all the enclosed pages to get approval. You are to keep the Rules and Regulations and the Long-Term Recreational Vehicle Act (if applicable).
5. Please return Packet to: Mountain Cactus Ranch  
10667 S Ave 10 E  
Yuma, AZ 85365

Mountain Cactus Ranch  
10667 S Ave 10E  
Yuma, AZ 85365  
928-342-5855

I/We \_\_\_\_\_, (Name)  
do hereby authorize Mountain Cactus Ranch to receive a copy of my/our credit  
report(s) as well as any and all background information available.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Prospective Resident's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Prospective Resident's Signature

**NON-REFUNDABLE APPLICATION FEE: \$80.00 PER PERSON**

Pursuant to State and Federal Fair Credit Reporting Acts, this is to inform you that an investigation involving the statements made on your rental application of the above-mentioned community, as well as inquiries regarding public records, your character, general reputation, personal characteristics and mode of living may be initiated. You have the right to dispute information reported. Upon written request, you are entitled to a complete and accurate disclosure of the investigation's nature and scope as well as a written summary of your rights and remedies under the Fair Credit Reporting Act. Inquiries should be directed to Resident's Data Inc., PO Box 850454, Richardson, TX 75085-0454. We certify that, to the best of my/our knowledge, all statements are true and complete. False, fraudulent or misleading information may be grounds for denial of tenancy or subsequent eviction, I/we authorize Resident Data, Inc. to obtain all reports verifications necessary to verify all information put forth in the above application to the management of Mountain Cactus Ranch.

MOUNTAUN CACTUS RANCH 10667 S Ave 10 E, Yuma, AZ 85365

Lot # \_\_\_\_\_

Park Manager \_\_\_\_\_

Home Owner \_\_\_\_\_

Estimated Move-in Date: \_\_\_\_\_

Estimated Departure Date: \_\_\_\_\_

### APPLICANT INFORMATION

#### **PRIMARY:**

Name: \_\_\_\_\_ Phone \_\_\_\_\_  
(Last) (First) (MI) (Home) (Cell)  
Current Address: \_\_\_\_\_  
(Street Address) (City) (State) (Zip)  
Marital Status Single \_\_\_\_\_ Married \_\_\_\_\_ Separated \_\_\_\_\_ Maiden Name \_\_\_\_\_ Birth Date \_\_\_\_\_  
SS#: \_\_\_\_\_ Driver's License #: \_\_\_\_\_ State: \_\_\_\_\_  
Email \_\_\_\_\_

#### **SPOUSE:**

Name: \_\_\_\_\_ Phone \_\_\_\_\_  
(Last) (First) (MI) (Home) (Cell)  
Current Address: \_\_\_\_\_  
(Street Address) (City) (State) (Zip)  
Marital Status Single \_\_\_\_\_ Married \_\_\_\_\_ Separated \_\_\_\_\_ Maiden Name \_\_\_\_\_ Birth Date \_\_\_\_\_  
SS#: \_\_\_\_\_ Driver's License #: \_\_\_\_\_ State: \_\_\_\_\_  
Email \_\_\_\_\_

#### **OTHER OCCUPANT:**

Name: \_\_\_\_\_ Phone \_\_\_\_\_  
(Last) (First) (MI) (Home) (Cell)  
SS# \_\_\_\_\_ Birth Date \_\_\_\_\_

#### **NEAREST RELATIVE:**

Name: \_\_\_\_\_ Phone \_\_\_\_\_  
(Last) (First) (MI) (Home) (Cell)  
Current Address: \_\_\_\_\_  
(Street Address) (City) (State) (Zip)

#### **EMERGENCY CONTACT (other than above)**

Name: \_\_\_\_\_ Phone \_\_\_\_\_  
(Last) (First) (MI) (Home) (Cell)  
Current Address: \_\_\_\_\_  
(Street Address) (City) (State) (Zip)

#### **VEHICLE DESCRIPTION**

Vehicle #1 Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ License \_\_\_\_\_ State \_\_\_\_\_  
Vehicle #2 Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ License \_\_\_\_\_ State \_\_\_\_\_

#### **PETS:**

Do you have a pet in the home? Yes \_\_\_\_\_ No \_\_\_\_\_ If Dog, what breed? \_\_\_\_\_

#### **Qualifying Question:**

1. Have you or your spouse ever been evicted from rental housing? If yes, list state Yes \_\_\_\_\_ No \_\_\_\_\_ State \_\_\_\_\_
2. Will there be any other occupants over 21 years of age than those listed above? Yes \_\_\_\_\_ No \_\_\_\_\_

#### **EQUAL HOUSING OPPORTUNITY**

I am aware that an incomplete application causes a delay in processing and may result in denial of tenancy.

Future Resident Signature \_\_\_\_\_

Date \_\_\_\_\_

Future Resident Signature \_\_\_\_\_

Date \_\_\_\_\_

# Mountain Cactus Ranch Disclosure Statement

The party authorized to manage the premises is: Mountain Cactus, LLC

The owner of the premises is: Mountain Cactus, LLC 10667 S Ave 10 E,  
Yuma, AZ 85365

By initialing each line below, I have acknowledged that I have received the following:

\_\_\_\_\_ The latest copy of the Arizona Recreation Vehicle Long Term Rental Space Act.

\_\_\_\_\_ A Disclosure of Management and Ownership of the premises.

\_\_\_\_\_ A current copy of the Rules and Regulations of the premises.

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

# Home Owners and Renters Rental Agreement

## AGREEMENT TO COMPLY WITH THE RULES AND REGULATIONS

I/We acknowledge that I/We have received a copy of the Rules & Regulations of Mountain Cactus Ranch, Dated \_\_\_\_\_, 20 \_\_\_\_\_. I/We agree to abide by the terms and conditions of these Rules & Regulations. I/We understand that non-compliance with any of the above could be cause for my/our eviction from the property and/or legal action of collection of funds owed or other damages. I/We have read, understood and agree specifically with the Rules & Regulations. I/We also agree not to remove our home from Mountain Cactus Ranch or to sell our home to anyone who intends to remove the home from Mountain Cactus Ranch without first notifying Park Manage and complying with all Park Rules & Regulations as stated.

- The Term of this Agreement will be for 12 months, renewable on a 12-month basis unless other terms are agreed upon by Landlord and Tenant.
- This community has a standardized rent increase date of November 1<sup>st</sup>. If the expiration date of this agreement is not the same as the November 1<sup>st</sup> anniversary date, the rent shall increase by an amount applicable to the type of space under this agreement as established in a park wide rental increase effective November 1<sup>st</sup>.
- The Rental Rate will be the posted rate as of the date of the agreement.

Resident \_\_\_\_\_

Resident \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Space Number \_\_\_\_\_

Cell Number \_\_\_\_\_

Home Number \_\_\_\_\_

## MOUNTAIN CACTUS RANCH EMERGENCY NOTIFICATION

In case of an emergency, we need someone to call on your behalf. Please list someone other than you or your spouse.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

# MOUNTAIN CACTUS RANCH AGE 55 COMMUNITY

## AGE VERIFICATION FORM

### BACKGROUND

In 1995 Congress passed the Housing for Older Persons Act. The Federal Fair Housing Act prohibits discrimination in renting to families with children under eighteen (18) years of age. The 1995 law, however, permits an exception for residential properties (including recreational vehicle communities) that allows for a Senior Status Exemption. If a community qualifies in terms of the ages of its residents, it may declare itself a Seniors Community and thereby legally exclude families with young children.

The law requires documentation to support the Seniors Exemption. To preserve the Seniors Status of your community we ask that you complete this brief questionnaire. Please return it to the office. In order to protect the Seniors Status, we will screen any prospective purchasers of park homes or subleases.

### INFORMATION

Names of Full Time Residents*	Date of Birth	Age	Do you own/ rent your RV	Date you moved in park-Month/Year
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

\*Resident means the person(s) entitled to occupy the RV space under the terms of the Rental Agreement. This includes persons with a valid, approved sublease Agreement; it does not include guests or visitors.

### PROOF OF AGE

The law also requires that the community have and enforce effective age verification procedures. To comply with us, we ask that you **attach a copy of the driver's license or other government issued photo ID** issued to one of the residents listed above, showing that resident to be more than 55 years of age.

Thank you for your cooperation.

**The undersigned understands and acknowledges that this Park is a "housing for older person" park with minimum age requirements as set forth in its Statements of Policy. The undersigned hereby represents that the person(s) making application to reside in the park meet the age requirements.**

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Dated

## **ADDENDUM TO R.V. RENTAL AGREEMENT OR LEASE**

Resident hereby agrees that the purchase of the Park Model / RV located on Space # \_\_\_\_\_ in Mountain Cactus Ranch RV & Mobile Home Community or relocation of the Park Model / RV to Space # \_\_\_\_\_ in Mountain Cactus Ranch RV & Mobile Home Community will include taking ownership responsibility for all concrete, cement, flagstone, brick/concrete pavers and landscape lighting. In addition, whether planted by tenant or others, ALL vegetation, not limited to and including trees, palms, shrubs, cacti and flower beds, located on space # \_\_\_\_\_ in Mountain Cactus Ranch Resident hereby agrees to maintain said concrete, cement, flagstone, brick/concrete pavers and landscape lighting, and all vegetation, not limited to and including trees, palms, shrubs, cacti and flower beds to the satisfaction of Landlord. Resident agrees to abide by all Rules & Regulations of Mountain Cactus Ranch including, but not limited to, the procedures listed in said Rules & Regulations regarding the Removal of the Park Model / RV should Resident decide to, or be required to, remove the Park Model / RV from Mountain Cactus Ranch all at Resident's sole cost and expense.

\_\_\_\_\_ Space # \_\_\_\_\_  
Print Name of Resident

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Print Name of Resident

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

**Mountain Cactus Ranch  
10667 S Ave 10 E  
Yuma, AZ 85365**

**ADDENDUM TO HOME SPACE LEASE RENTAL AGREEMENT**

THIS ADDENDUM TO THE HOME SPACE LEASE RENTAL AGREEMENT (the "Addendum") is made and entered into as of this day of \_\_\_\_\_, 20\_\_\_\_, by and between the Landlord listed above ("Landlord") on the one hand, and the Resident(s) identified below, jointly and severally (if applicable), on the other hand. This Addendum amends the Home Space Lease Rental Agreement (the "Lease") between those Parties (the "Parties") first dated \_\_\_\_\_, regarding the request by the Resident(s) to modify the home, utility connections and/or any additional structures located on the premises identified in the Lease.

This Addendum is intended to modify and supplement the Lease. To the extent that the terms of the Lease and this Addendum conflict, the terms of the Addendum shall govern the rights of the Parties. This Addendum is made part of, and is incorporated into, the Lease.

The Lease is amended as follows. The Parties hereby acknowledge and agree to the following: The Residents are obligated to request written approval from the Landlord for any additions, modifications, installations, attachments or any other alterations to the premises or the home that is identified in the Lease (herein collectively referred to as "Alterations"). Alterations to the premises identified in the Lease shall be the sole responsibility of the Resident(s) and Landlord makes no representations that approval for the Alterations are in compliance with any town, city, county or state codes. The Resident(s) agrees that the Landlord shall not be liable for knowing the ordinances of the town, city, county or state where the Alterations are completed. Further, if any Alterations result in replacement of upgrade of any park provided utility, the Resident(s) shall be solely responsible for the costs of such upgrades or replacements, and Landlord shall not be responsible for any such costs. This includes, but is not limited to, any electrical connections and plumbing connections. The Resident(s) shall notify the Landlord if an upgrade or replacement is required and provide all contact information for the contractor that shall be used to do the upgrade or replacement. The Landlord reserves the right to reject or approve the contractor used to complete the upgrades or replacements. This Addendum is intended as a complete release of any possible obligation of Landlord to know and/or to advise the Resident(S) regarding the ordinances of the town, city or county where the Alterations are to take place, regardless of whether Landlord has provided written approval for any Alterations.

The Parties hereby acknowledge and agree that this Addendum shall be binding.

**Landlord:**

Authorized Agent: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Resident(s):**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

EVENT DENIED ADDENDUM

In the event Your Application for Residency is denied:  
This lease will be deemed Null and Void, and will have no further effect on either  
party.

\_\_\_\_\_  
Printed Name of Perspective Buyer

\_\_\_\_\_  
Signature of Perspective Buyer

Date:

\_\_\_\_\_  
Printed Name of Perspective Buyer

\_\_\_\_\_  
Signature Name of Perspective Buyer

Date:

LOT # \_\_\_\_\_

## **NEW RESIDENT**

**This Agreement is made by and between (herein after “Mountain Cactus Ranch Resort” or ‘Disclosing Party’) and Resident, Phone Number and Site #.**

Name & Site #: \_\_\_\_\_  
Please Print      First Name      Last Name      Site #

\_\_\_\_\_  
Please Print      First Name      Last Name

Phone Numbers: \_\_\_\_\_  
Home Phone      Cell Phone

Today's Date: \_\_\_\_\_ State: \_\_\_\_\_

Email Address: \_\_\_\_\_

Resident hereby agrees to the use of Resident Name, Site#, and Phone number, to be used by the Mountain Cactus Ranch for **Directory** purposes only

**Jurisdiction and Governing Law.** Both Parties hereby agree and consent to personal jurisdiction and service and venue in any federal or state court within the State of Arizona having subject matter jurisdiction, for the purposes of and action, suit or proceeding arising out of or relating to this Agreement. The venue of the court shall be within or, as close as possible to Apache Junction, AZ. This Agreement is governed by, and shall be construed in accordance with, the laws of the State of Arizona (except the laws of that jurisdiction that would render such choice of laws ineffective).

IN WITNESS WHEREOF the Parties have executed this Agreement in the manner appearing Below, the day and year first above written.

We are required by law to maintain the privacy of, and provide individuals with, this notice of our legal duties and privacy practices with respect to protected information. If you have any objections to this form, please speak with our Main Office or Activity Office in person or by phone at our main office number 480-982-4173.

This signature is that you agree for your Phone Number to be used in the Mountain Cactus Resort Directory, Policies and Guidelines.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**AMENITIES ASSUMPTION OF RISK, RELEASE, AND WAIVER OF LIABILITY**  
**CAUTION: This is a release of legal rights. Read and understand it before accepting these terms.**

**THIS RELEASE AND WAIVER OF LIABILITY** (the "Release") is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ ("Resident") in favor of \_\_\_\_\_ **MOUNTAIN CACTUS RANCH** [NAME OF LEGAL ENTITY THAT OWNS COMMUNITY], and its employees, successors, assigns, representatives, agents, attorneys, officers, directors, shareholders, members, beneficiaries, heirs, management company, managers, contractors and their successors and assigns (collectively, the "Community").

**IN CONSIDERATION OF RESIDENT BEING PERMITTED** to use the Community's facilities and equipment, and subject to the limitations of A.R.S. § 33-1414, Resident hereby freely and willfully executes this Release under the following terms.

1. Community offers amenities for residents' use. This includes (without limitation) the clubhouse, pool, gym, billiards room if any, and facilities and equipment within the clubhouse and other areas of the Community. These amenities and facilities are collectively referred to herein as the "Facilities."

2. **RISKS:** Resident is aware of the Coronavirus (COVID-19). Community strongly advises Resident to visit <https://www.cdc.gov/coronavirus/2019-nCoV/index.html> for information about COVID-19. COVID-19 may cause severe illness and even death. Arizona has community spread of COVID-19. COVID-19 is a viral illness that spreads from person to person via various methods, including but not limited to touch and airborne particles. Symptoms can range from mild (or no symptoms) to severe illness. A person can become infected by coming into close contact (about 6 feet) with someone who has COVID-19. A person may become infected from respiratory droplets when an infected person coughs, sneezes, or talks. A person may also become infected by touching a surface or object with the virus on it, and then touching the person's face. There is no vaccine for COVID-19. The best protection is to avoid being exposed to the virus that causes COVID-19. The U.S. Centers for Disease Control and Prevention's ("CDC") COVID-19 Guidance suggests, in relevant part: (a) staying home as much as possible and avoiding close contact with others; (b) wearing a cloth face covering over your nose and mouth in public settings; (c) cleaning and disinfecting frequently-touched surfaces; (d) washing your hands often with soap and water for at least 20 seconds or using an alcohol-based hand sanitizer containing at least 60% alcohol; (e) completing activities online as much as possible (rather than in person); (f) if you must go somewhere in person, staying at least 6 feet away from others and disinfecting items you must touch; (g) getting deliveries and takeout and limiting in-person contact as much as possible; and (h) staying home if you are sick, except to get medical care. *Everyone* is at risk of getting COVID-19. Older adults and people with serious underlying medical conditions may be at higher risk for more severe illness. Community has made Resident aware of the risk of contracting COVID-19. Resident understands that if Resident uses Facilities, Resident may contract COVID-19. Resident will review the CDC's Guidance and website and the Arizona Department of Health's website and guidance regarding COVID-19, available at <https://www.azdhs.gov>, before using any Facilities. Resident has reviewed those sources and is willing to accept the risk of contracting COVID-19 in using any Facilities. Resident uses any Facilities at Resident's own, sole risk.

3. **HEALTH/SAFETY:** Resident should consult with a medical doctor regarding Resident's use of Facilities. Resident should have and maintain health insurance. Resident will not use any Facilities if Resident has COVID-19 symptoms, a fever, cough, or feels ill.

4. **WAIVER, RELEASE, INDEMNIFICATION:** To the fullest extent allowed by law, Resident, on behalf of Resident's self and Resident's heirs, successors, and assigns, hereby releases and forever discharges and holds harmless the Community from any and all liability and any and all claims, demands, rights of action, or actions, of whatever kind of nature, either in law or equity, which arise or may hereafter arise from Resident's use of Facilities, which relate to COVID-19 or any related illness. Resident understands and acknowledges that Resident's execution of this Release discharges and will discharge the Community from any liability or claim that Resident may have against the Community with respect to any bodily injuries, personal injuries, illnesses, contraction of COVID-19, death, death from COVID-19, injury from COVID-19, property damage, or any and all other claims that may result from Resident's use of Facilities. Resident hereby agrees to indemnify, defend, and hold harmless Community and its officials, officers, employees, agents, volunteers, sponsors, and contractors from and against any claim that Resident, Resident's guests, visitors, legal guardian, heirs, successors, assigns, or any other person may have for any losses, damages, death, or injuries arising out of or in connection with Resident's use of Facilities. **ALL USE OF THE FACILITIES IS AT RESIDENT'S OWN AND SOLE RISK.**

5. **BROADEST RELEASE POSSIBLE:** This Release is intended to be as broad as permitted by Arizona law, subject to the provisions of A.R.S. § 33-1414. If any provision of this Release is held invalid, the remaining provisions shall not be affected.

**IN WITNESS WHEREOF,** Resident agrees to this Release and executes it as of the date first written above.

**RESIDENT:**

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_