



## *RV Park Application*

**RV Park opens August 28**

**Track opens August 31**

**RV Park closes November 20**

Reservations are recommended with limited number of spaces in the RV Park. Grants Pass Downs requires a **\$100 deposit** for full hook ups and **\$50 deposit** for electric only including horse trailers plugged in at barns. Make checks out to Grants Pass Downs.

RV Park Contact - Daniel Villalba 714-357-1101

Full Service Rate—\$10/Day

Electric Only Rate—\$5/Day

Remit all documents to [office@gpdowns.com](mailto:office@gpdowns.com) or mail to Grants Pass Downs PO Box 1450 Grants Pass, OR 97528 For documents in Spanish, please download at [gpdowns.com](http://gpdowns.com). Grants Pass Downs is a DBA of TMB Racing, LLC.

### **SECURITY**

All horsemen will be required to enter the barn and RV area through a secured entrance monitored by 24/7 security personnel. All persons entering the backside are required to present a valid ORC license and screen for COVID-19. Only essential persons will be granted access to the backside.

### **RV SPACE REVOCABLE LICENSE**

The undersigned understands and agrees that the RV space is a revocable license (the “License”) and not a tenancy, the RV space is not a principal residence but is for limited purposes and its use shall not exceed 45 days from the Arrival Date listed below (the “License Period”) (subject to conversion to a weekly tenancy on day 46 as set forth below), and further agrees to fully comply with all rules and regulations, including but not limited to the Covid-19 protocols set forth below, **including, but not limited to, the obligation of all occupants to appear prior to noon every day for temperature checks. Given the serious health consequences for all, failure by any occupant of an RV space to appear for any daily temperature check (or otherwise fail to comply with Covid-19 protocols), shall result in the expulsion of the individual from the premises and the automatic revocation of the applicable RV space license, and the owner shall immediately remove such RV and all property from the premises. The undersigned agrees that ALL occupants of the RV space have signed below, indicating their agreement with these provisions.**

Notwithstanding the above, during the License Period, all RV space licenses are revocable at will and not subject to a showing of cause. All rules, regulations and Covid-19 protocols are subject to



change based upon changes or updates to rules and guidance provided by local and national health advisory agencies. In accordance with relevant state law, upon the 46<sup>th</sup> day after the Arrival Date and without the prior termination by GPD (the “Contingency”), the License shall automatically terminate and convert into a weekly periodic tenancy at the daily rate multiplied by 7, subject to the additional terms of the RV Space Rental Agreement attached hereto (“Rental Agreement”), and further, the undersigned and all occupants of the RV space shall remain subject to all rules, regulations and Covid-19 protocols. The Contingency is necessary for the Rental Agreement to become effective. Unless and until the Contingency has occurred, the Rental Agreement shall be null and void.

## **COVID-19 PROTOCOLS**

Each person who is residing in or visiting the RV spaces on the backside will be required to report to one of the entry gates for screening each day prior to noon, where they will be screened as follows:

- Temperature Check – Temperature readings will be taken with a non-touch forehead thermometer. Temperatures will be recorded daily to ensure each person maintains a temperature of less than 100.4°F degrees.
- Symptom Screening – Each person shall report any Covid-19 symptoms.
- Exposure – All people residing in or visiting the RV spaces must disclose any close contact in the last 14 days with anyone who may have been exposed to COVID-19. Anyone who may have been exposed to the virus must immediately report their potential exposure to Katy Burris (hr@gpdowns.com or 541-244- 8751).

If the screening requirements are not met because of possible or confirmed exposure to COVID-19, in the interest of the health and safety of other RV residents, the RV resident (and those residing with the resident) shall, after consulting with such person’s health care provider and applicable health professionals and agencies, either vacate the RV area or self-quarantine, until each of the following have occurred:

- 14 days have passed since possible exposure;
- at least 7 days have passed since they experienced any fever, cough, shortness of breath, or other known symptoms; and
- they are free from any symptoms without the use of fever-reducing or other symptom-altering medicine for at least 72 hours (three full days) and potentially longer, depending on such person’s health care provider’s instructions and CDC, Oregon Health Authority and local health department protocols.

RV residents must comply with their obligations under this protocol and any other requirements and protocols put in place from time to time by Grants Pass Downs. If an RV resident does not comply with such obligations, including by reporting for daily screening at or before noon, such person (and any others occupying that RV resident’s space) may be asked to vacate the RV area immediately. In furtherance of such policies and for the general safety and welfare of the collective RV community, Grants Pass Downs reserves the right to enforce compliance with RV residents’ obligations under this



protocol (as updated from time to time) and the RV application and accompany documents, including by requiring any RV residents and their guests to vacate the RV area immediately for non-compliance. All RV residents acknowledge and agree that Grants Pass Downs may also work with local health authorities and law enforcement in furtherance of the foregoing and for the general safety and welfare of all RV residents.

[SIGN ON NEXT PAGE]



By signing this reservation letter, you agree to abide by the rules and regulations of the Josephine County Fairgrounds RV Park, ORC statutes and those imposed by Grants Pass Downs from time to time, including those set forth herein. The RV Park fall meet spans **August 28, 2020 through November 20, 2020**. For individuals interested in extending their stay please contact the Josephine County Fairgrounds office at 541-476-3215.

Signature \_\_\_\_\_  
Print Name \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_  
State \_\_\_\_\_ Zip \_\_\_\_\_

Arrival Date \_\_\_\_\_ Departure Date \_\_\_\_\_  
*Note: In the event the duration exceeds 45 days, the RV resident hereby agrees to the RV Space Rental Agreement attached hereto.*

Size of space requested \_\_\_\_\_

Special needs or requests \_\_\_\_\_

RV Make/Model/Year and Plate No. \_\_\_\_\_

The above-named person hereby covenants and agrees that each and every occupant of such person's RV is set forth below. Any violation of this covenant shall subject the RV space to immediate forfeiture upon demand by Grants Pass Downs. By signing below, each occupant hereby agrees to abide by the terms and conditions set forth herein.

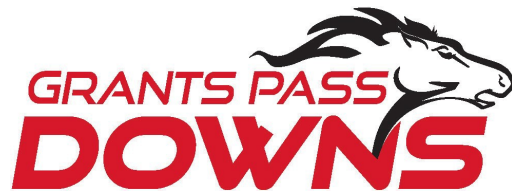
Signature \_\_\_\_\_ Date \_\_\_\_\_ Name: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_ Name: \_\_\_\_\_

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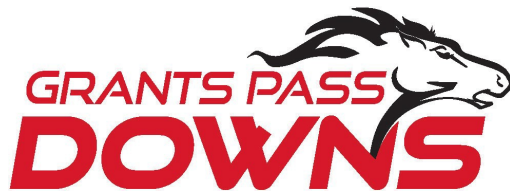
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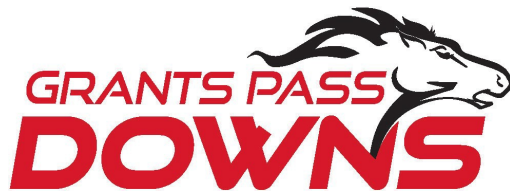
## **RV Space Rental Agreement Terms and Conditions**

1. Contingency. This RV Space Rental Agreement (the “Agreement”) is attached to that certain RV Park Application (the “Application”) signed by the undersigned of the Application (the “Tenant”), and shall only effective upon the satisfaction of the Contingency (which, for the avoidance of doubt, is the occurrence of the 46th day of occupancy of the RV space by Tenant without prior termination by Landlord). Unless and until the Contingency has occurred, this Agreement shall be null and void, regardless of whether it is executed below.
2. Definitions. Unless otherwise defined here, terms in this Agreement shall be defined as set forth in the Application.
3. Copy Provided to Tenant. A copy of the signed Application with this attached Agreement will be furnished to Tenant and the original will be kept by TMB Racing, LLC, an Oregon limited liability company doing business as Grants Pass Downs (the “Landlord”). The Application together with this Agreement shall constitute the entire understanding between the parties and supersede all other agreements and understandings. THIS IS A LEGALLY BINDING DOCUMENT. READ CAREFULLY. IF NOT UNDERSTOOD, SEEK COMPETENT COUNSEL.
4. Premises Rented. Subject to the Contingency, Landlord hereby rents to Tenant that certain RV space (the “Space”) at the RV park at Grants Pass Downs (the “Community”) as designated by Landlord, for Tenant’s RV as identified in the Application (“Tenant’s RV”). Landlord reserves the right to update its records from time to time regarding Tenant, Tenant’s occupants and Tenant’s RV, and Tenant agrees to promptly provide updated information when requested or required under the terms of the Agreement or the Application.
5. Federal Fair Housing Classification. This facility is classified as a family facility, allowing residents of all ages.
6. Term of Tenancy; Weekly Rate. The term of this Agreement is week-to-week at the rate based upon the daily rate set forth in the Application, multiplied by seven (7) (“Rent”). In no event shall the term of this Agreement extend beyond November 20, 2020, at which time, this Agreement shall automatically terminate if it has not previously been terminated. The person authorized to act for and on behalf of the Landlord for the purpose of service of process and receipt of notices and demands is Rod Lowe, COO of Grants Pass Downs.
7. Rent. Except as otherwise instructed by the Landlord in writing, Tenant agrees to pay its Rent weekly in the same manner as payments were made for the License under the Application.
8. Utility Services. The utility services will be provided to the Tenant’s Space as set forth in the Application.
9. Improvements to Rental Space or RV. Tenant may not make any improvements or erect



additional structures to the exterior of the RV or anywhere upon the Space. Tenant shall be required to remove all property from the Space no later than the conclusion of the tenancy and restore the Space to its condition prior to taking possession, reasonable wear and tear excepted.

10. Community Rules and Regulations. Tenant agrees to comply with the all Community rules and regulations, including all Covid-19 protocol, as well as any other additional rules and regulations that may be lawfully adopted by Landlord (collectively, the “Rules”). Tenant is responsible for the acts of all persons on Tenant’s Space other than Landlord, including ensuring such person’s compliance with all Rules. Violation of this Agreement or any of the Rules shall be cause for termination at the discretion of Landlord.
11. Assignment and Subletting. Tenant shall not assign this Agreement nor assign, sublet, or transfer possession of the Space or Tenant’s RV, or any part thereof.
12. Abandonment. If Tenant abandons the RV or Tenant’s other personal property, Landlord may sell the RV or other personal property as permitted by Oregon law and may be reimbursed for certain costs associated with the sale.
13. Tenant Covenants. Tenant agrees to the following:
  - a. To be responsible for and pay all damages caused by the acts of Tenant, other occupants of Tenant’s Space, Tenant’s pets, guests and visitors.
  - b. To notify Landlord of any absence from the premises in excess of seven (7) days, no later than the first day of the absence, and to pay all Rent which may become due during such absence.
  - c. To hold Landlord harmless for any loss or damage to Tenant’s (or any other occupant of the Space) person or property unless caused by Landlord’s gross negligence or willful misconduct.
  - d. To prohibit any person not listed in Tenant’s rental application to occupy Tenant’s RV without first obtaining Landlord’s written consent. “Occupy” shall mean living in the RV more than seven (7) days, consecutive or nonconsecutive, during any calendar year. All adult persons over eighteen (18) years of age desiring to occupy the RV in excess of seven (7) days during any calendar year shall be required to complete a Tenant application, just the same as any other prospective Tenant. In such case, Landlord shall have the right to reject said applicant(s) based upon the then-existing screening criteria. If accepted as an additional Tenant, such person shall be required to co-sign this Agreement and the Application. This paragraph shall apply even in those instances in which the new occupant does not intend to contribute toward the monthly rent for the Space.
  - e. Tenant, or any person on Tenant’s Space other than Landlord, fails to comply with the Rules.
  - f. Maintain the RV in good condition and repair in accordance with all Oregon laws and

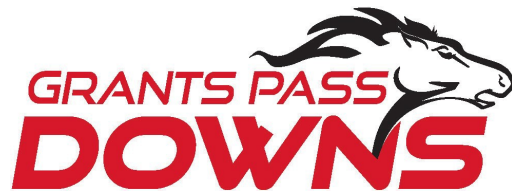


regulation, free from the hazards of fire and other casualty.

- g. Refrain from deliberately, recklessly or negligently destroying, defacing, damaging, impairing or removing any property owned by the Community, Tenants, guests, or others in the Community, or knowingly permitting any guest, visitor or invitee to do so.
- h. Not disturb the quiet enjoyment of others at the Community, nor permit Tenant's guests, visitors, invitees or pets to do so.
- i. Maintain an RV owner's policy of insurance that includes coverage for fire in an amount sufficient to replace the RV. Such policy shall include general liability coverage of not less than \$250,000. Tenant agrees to provide Landlord, upon request, with a current copy of such policy.

14. Termination of Tenancy.

- a. **By Tenant.** Tenant may terminate this tenancy upon written notice to Landlord given not less than ten (10) days prior to the date designated in the notice. If such notice is given, Tenant agrees to remove Tenant's RV and all Tenant property from the Space by the termination date in the Notice. Once Tenant's ten-day (10-day) notice is given, Landlord shall not be required to permit Tenant to remain at the Space beyond the ten-day (10-day) period stated in the notice. Tenant will be held responsible for any damage caused to the Community by removal of the RV and any other property of Tenant.
- b. **By Landlord.** Landlord may terminate the tenancy under the following circumstances:
  - i. Landlord may terminate without cause at any time, with written notice to Tenant given not less than ten (10) days prior to the date designated in the notice.
  - ii. Landlord may terminate the tenancy by giving 72 hours' written notice of nonpayment if Tenant fails to pay rent within seven (7) days after the first day rent becomes due, or 144 hours written notice of nonpayment if Tenant fails to pay rent within four (4) days after the first day the rent becomes due.
  - iii. Landlord may terminate the tenancy after 24 hours' written notice specifying the cause if, among other reasons, (a) the Tenant, someone in the Tenant's control, or the Tenant's pet seriously threatens to inflict substantial personal injury, or inflicts any substantial personal injury, upon a person on the premises other than the Tenant; (b) Tenant, someone in the Tenant's control recklessly endangers a person on the premises other than the Tenant by creating a serious risk of substantial personal injury, including refusing to timely cooperate with Landlord's COVID-19 protocol; (c) Tenant, someone in the Tenant's control or the Tenant's pet inflicts any substantial personal injury upon a neighbor living in the immediate vicinity of the premises; (d) Tenant or someone in the Tenant's control intentionally inflicts any substantial damage to the premises or the Tenant's pet inflicts substantial damage to the premises on more than one occasion; (e)(A) Tenant intentionally



provided substantial false information on the application for the tenancy within the past year; (B) false information was with regard to a criminal conviction of the Tenant that would have been material to the Landlord's acceptance of the application; and (C) Landlord terminates the rental agreement within thirty (30) days after discovering the falsity of the information; (f) Tenant has vacated the premises, the person in possession is holding contrary to a written rental agreement that prohibits subleasing the premises to another or allowing another person to occupy the premises without the written permission of the Landlord, and the Landlord has not knowingly accepted rent from the person in possession; or (g) Tenant, someone in the Tenant's control or the Tenant's pet commits any act that is outrageous in the extreme, on the premises or in the immediate vicinity of the premises.

- b. Landlord may promptly terminate the tenancy, as expeditiously as the law allows, if the Community or a portion of it that includes the Space is to be closed.
  - c. The preceding paragraphs are not intended to limit Landlord's right to terminate this tenancy for any other reasons as allowed by state, federal or local laws, now existing or hereinafter enacted.
15. Service of Notices. Where written notice between Landlord and Tenant is required or permitted by this Agreement or Oregon Laws, it shall be by (a) personal delivery; (b) first class mail; or (c) both first class mail and attachment of a copy at a designated location. In the case of notice to Tenant, the attachment shall be at the main entrance of Tenant's RV. In the case of notice to Landlord, the attachment shall be at the address of the Manager identified above.
16. Indemnification by Tenant. Tenant shall indemnify, hold harmless and defend Landlord from and against any and all claims, actions, damages, liability and expense, including, but not limited to, attorney and other professional fees in connection with the loss of life, personal injury and/or damage to property arising from the occupancy or use by Tenant, or those persons occupying the Space or any part thereof, caused wholly or in part by any act or omission of the Tenant, Tenant's family, Tenant's pets, visitors, guests or invitees.
17. Severance Clause. If any provision of this Agreement or any document incorporated into this Agreement is ruled invalid or otherwise unenforceable, the remainder of the Agreement shall not be affected and each other term and provision shall be valid and enforceable to the fullest extent permitted by Oregon Laws. The parties agree that should a court rule that a provision of this Agreement is unenforceable, that ruling shall not be placed into evidence to any jury empaneled to hear any other dispute between Landlord and Tenant.
18. Waiver. Landlord's failure to enforce any provision of this Agreement or the rules and regulations shall not be deemed a waiver of Landlord's right to do so on future occasions.
19. Attorney Fees, Costs, Disbursements. In the event of suit, action or arbitration instituted to enforce or interpret any provision of this Agreement, the losing party shall pay the prevailing party's reasonable attorney fees upon trial or arbitration and/or appeal therefrom, together with

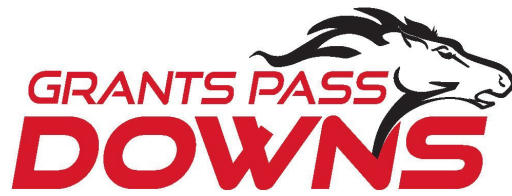




all costs and disbursements.

20. Inspection. By signing this Agreement, Tenant agrees that Tenant has carefully inspected the Community and Space, and has found them to be acceptable and in the condition as represented by Landlord. To the extent permitted by Oregon law, Tenant accepts the condition of the Community and Space, in its present condition at the commencement of the tenancy, with all defects, apparent or not apparent.
21. Modification of Agreement and Rules. This Agreement, in conjunction with the Application, as executed by the parties, represents the final understanding between the parties and may not be modified or amended, except in writing, signed by both Landlord and Tenant. Notwithstanding the preceding, Landlord shall have the right, subject only to any applicable advance notice imposed by this Agreement or Oregon law, to unilaterally amend this Agreement or the Community rules and regulations.
22. Applicable Recreational Vehicle Laws.
  - a. This Agreement shall be subject to all applicable state and federal RV laws, ordinances, and regulations, except as may be permitted to be modified by this Agreement.
  - b. An accessory building or structure paid for or provided by Tenant belongs to Tenant and is subject to a demand by Landlord that it be removed upon termination of the tenancy.
  - c. This RV must be: (a) Located in a manufactured dwelling park, mobile home park or recreational vehicle park as defined by Oregon law; (b) Occupied as a residential dwelling; and (c) Lawfully connected to water and electrical supply systems and a sewage disposal system. If (a), (b) and (c) exist in this tenancy, a state agency or local government may not, solely on the grounds that this is a recreational vehicle occupancy, prohibit the placement or occupancy of the RV or impose any limit on the length of occupancy. The preceding does not limit the authority of a state agency or local government to impose other special conditions on the placement or occupancy of the RV if the tenancy is for the occupancy of a recreational vehicle in a manufactured dwelling park, mobile home park or recreational vehicle park.

[SIGNATURE PAGE FOLLOWS.]



IN WITNESS WHEREOF, the parties have signed this Agreement effective as of the day and year specified above.

TENANT: _____	Date: _____
TENANT: _____	Date: _____
TENANT: _____	Date: _____
TENANT: _____	Date: _____

LANDLORD:  
TMB Racing, LLC, dba Grants Pass Downs

By: \_\_\_\_\_  
Name: Kendra Lellis  
Its: Vice President  
Date: \_\_\_\_\_

Address:  
105 SW 4th Street  
Grants Pass, Oregon 97526