

# RV PARK PURCHASE AND SALE AGREEMENT (ARIZONA)

THIS AGREEMENT made effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BETWEEN:

[NAME OF SELLER]  
[address]  
("Seller")

- and -

[NAME OF BUYER]  
[address]  
("Buyer")

IN WITNESS WHEREOF Seller is the current owner and holder of the property commonly known as \_\_\_\_\_ [insert name of RV Park], which is currently being operated as a Recreational Vehicle Park (hereinafter referred to as the "Park"), and Seller wishes to sell the Park to Buyer and Buyer wishes to purchase the Park from Seller, upon and subject to the terms and provisions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, together with other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Seller agrees to sell and Buyer agrees to purchase the Park on and under the terms and provisions set forth as follows:

## 1. Recitals

The above recitals are true and correct and are incorporated herein by reference.

## 2. The Park

Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and accept from Seller the Recreational Vehicle Park located at \_\_\_\_\_ [insert address of RV Park], \_\_\_\_\_ [city], Arizona, and including the following:

- 2.1 *Land.* The fee simple estate in and to the tract of real estate located in \_\_\_\_\_ [city], Arizona, as more particularly described in "Appendix A" (attached hereto and incorporated herein by reference), together with all appurtenances, tenements, hereditaments, rights, privileges, and easements pertaining thereto, including, but not limited to, any and all right, title and interest of Seller therein, and any and all right, title and interest of Seller in and to any street or road abutting or adjoining the aforementioned land (hereinafter referred to as the "Land").
- 2.2 *Improvements.* Any and all buildings, structures, fixtures, facilities and other improvements made in, on, over, or under the Land (excluding any Recreational vehicles or mobile homes owned by tenants of the Park), including, but not limited to: \_\_\_\_\_ (\_\_\_\_\_) [insert the number of lots in both words and numerals] zoned, licensed and permitted RV/mobile home rental lots; any and all plumbing, air-conditioning, heating, ventilation, mechanical, electrical, and other utility systems; recreational facilities; signs; light fixtures; parking lots; landscaping; and security devices.
- 2.3 *Personal Property.* Any and all furniture, furnishings, equipment, appliances, supplies, inventory, and other tangible personal property owned by Seller which are located on, installed in, or affixed to the Land and the Improvements, and which are used in connection with the operation

of the Land and Improvements, including, but not limited to, the items detailed in the Schedule of Personal Property, attached hereto as "Appendix B" and included herein by reference.

- 2.4 *Intangibles; Leases.* Any and all right, title, and interest of Seller in and to the intangible personal property used, either directly or indirectly, in connection with the operation of the Park, including, but not limited to: all rights and interests Seller may have to any warranties made in favor of Seller related to the Land and Improvements; the Personal Property or the construction thereof; all contract rights; and all tenant leases demising all or portions of the Land and Improvements, including any and all security deposits or advance rent payments, and any possessory liens inuring to the landlord by application of Arizona law.
- 2.5 *Name.* Any and all of Seller's right, title, and interest in and to the name " \_\_\_\_\_ " [insert the name of the RV Park], together with any and all logos or other identification, signs, or symbols associated with or used in connection with such name.
- 2.6 *Licenses; Permits.* Any and all licenses, permits, authorizations, consents, variances, waivers, approvals, and other like documents from any federal, state, or local governmental body, agency, department, board commission, bureau, or other entity or instrumentality affecting the operation of the Park.
- 2.7 *Plans; Reports.* Any and all plans, specifications, surveys, engineering reports, studies, and like documents prepared for or used in connection with the Park in its development and operation, to the extent that they are in Seller's possession.

**THIS IS A 16-PAGE CONTRACT WITH 6 PAGES OF SCHEDULES.**