



LEASE AGREEMENT

This Lease Agreement (“**Agreement**”) is entered into this ____ day of _____, 20____ by _____ (“**Lessee**”) and _____ (“**Lessor**”), that certain mobile home park lot described more fully as: **LOT #_____**, _____ (“**Property**”).

Lessor and Lessee in exchange for mutual covenants and other good and valuable consideration do hereby covenant, contract, and agree that this Agreement is subject to the following terms and conditions:

- 1. TERM.** The term of this Agreement shall commence on the date set forth above, and shall continue for a period of **one (1) month** through the ____ day of _____, 20____. If Lessee or Lessor desires that this lease terminate at the expiration of its term, he must give to the other written notice at least ten (10) calendar days prior to the date. **VERBAL NOTICE IS INSUFFICIENT UNDER ANY CIRCUMSTANCES.** Failure of either party to give this required notice will automatically renew this lease and all of the terms thereof. This provision is a continuing one and will apply at the expiration of the original term and at the expiration of each subsequent term. The monthly rental rate due during each renewal term shall be the rental rate in effect at the beginning of each subsequent renewal term, unless otherwise amended provided written notice by the Lessor to the Lessee. The first said renewal term shall begin upon expiration of the initial term. Each subsequent renewal term shall be for a period of one (1) month (i.e. *this is a month-to-month lease until either party non-renews the lease*).
- 2. RENT.** Lessee agrees to pay to Lessor the amount of \$_____ per month for the lease of the above-described Lot. Such rent shall become due and payable **on or before the first (1st) of each month**. Lessee further agrees that no partial payments will be accepted. **Rent payments to be made online via the Lessor’s Tenant Portal, or at a location acceptable to the Lessor (e.g., CashPay (<https://www.paylease.com/cashpay/locations>).** Lessor will provide access and instructions to Lessee. All moneys received by Landlord shall be applied first to non-rent obligations of the Tenant, including late charges, charges for returned checks, if any, then to rent, regardless of notations on the check.
- 3. LATE FEES.** In the event that any rental amount recited in Section 2 of this Agreement is not paid within **four (4) days** of the due date (for clarity, rent is due on the 1st with a 4-day grace period; the last day to pay rent with no fees is by the end of the business day on the 5th), Should Lessor agree to accept rent after the due date, Lessee shall pay unto Lessor the additional amount of **Ten and NO/100 (\$10.00) per day** as a late charge (starting from the 1st (i.e., if rent is paid on the 6th, a \$60 late fee will apply; paid on the 12th, a \$120 late fee). Should Lessee be delinquent by the **tenth (10th) day** of the month, Lessor reserves the right to start eviction proceedings. Lessee further agrees to pay any and all costs associated with late fees and eviction costs.
- 4. DEPOSIT.** Lessee agrees to submit deposit in the amount equal to **one (1) month’s rent** to Lessor within **three (3) days** of execution of Lease Agreement, unless deposit is already on file. The deposit will be held as security against the Lessee’s obligations and conditions set forth within the Lease. Lessee agrees the deposit shall not be considered any form of rent payment whatsoever. Within **thirty (30) days** after Lessee has vacated the Property, returned all keys (including mailbox keys, home keys, etc.), and provide Lessor with forwarding address in writing, Lessor will return the Deposit in full or provide Lessee with a written statement itemizing the reasons for, and the dollar amount of, any Deposit funds retained by Lessor, along with a check refunding any balance.
- 5. NOTICE.** Any notice made under this Agreement shall be deemed effective upon the date delivered if made by personal service and posting at parties’ address as listed herein or upon the date of mailing if made by registered or certified United States mail, return receipt requested.
- 6. UTILITIES.** Lessor agrees to provide such usual and customary utility hookups for water, electricity, and gas as are currently made available to tenants of the Property generally. Lessee agrees to be responsible for and to pay for any service charges, monthly usage charges, or any other costs incurred for the connection and use of the utilities provided. The Lessor is responsible for all the lines underground. The Lessee is responsible for any damages to the utility lines from the ground to the home.

7. **USE OF PROPERTY.** Lessee agrees to use the Lot for residential purposes only and not to permit the use of the Lot for any illegal or business purposes. Lessee further agrees not to use or to permit the use of the Lot in a manner which causes violation of any health code or ordinance, or which creates a public or private nuisance.
8. **ASSIGNMENT.** Lessee shall not have the right to assign or to sublet any right or interest created by this Agreement without first obtaining the written consent of the Lessor, which shall not be unreasonably withheld. If such consent shall be obtained, Lessee shall remain liable for the payment of rent and for the performance of all other terms and conditions contained herein.
9. **LESSEE RESPONSIBILITY.** Lessee is solely responsible for itself, guests, occupants, heirs for adhering to the Property Rules and Restrictions ("**Community Rules**"). The Community Rules form will be attached to this Agreement as **Addendum A**. Any violation of said Rules is subject to fines, additional costs, and/or eviction.
10. **DEFAULT BY LESSEE.** If Lessee fails to pay rent or other lawful charges when due, or if Lessee fails to reimburse Lessor for damages, repairs, or other costs due as provided in this Lease Agreement, or if Lessee abandons the property, or if Lessee, Lessee's guest or other occupants violate this Agreement and/or Lessor's Rules and Regulations, Lessor or Lessor's Representative may terminate Lessee's right of occupancy by giving Lessee five (5) days' notice to vacate in writing; except however, notice may be by mail or personal delivery to Lessee or left in a conspicuous place on the front door or inside the leased property. SUCH TERMINATION DOES NOT RELEASE LESSEE FROM LIABILITY FOR FUTURE RENTALS. LESSOR'S ACCEPTANCE OF RENT OR OTHER SUMS DUE AFTER LESSOR GIVES TENANT NOTICE TO VACATE OR AFTER LESSOR FILES EVICTION SUIT SHALL NOT DIMINISH LESSOR'S RIGHT OF EVICTION AND SHALL NOT WAIVE LESSOR'S RIGHT OF PROPERTY DAMAGE, PAST OR FUTURE RENT, OR OTHER SUMS DUE. If Lessor prevails in any suit for eviction, unpaid rentals, charges or damages, Lessee shall be liable for Lessor's administrative costs, court costs, and reasonable attorney fees and all amounts shall bear 10% interest from due date. If Lessee's rent is delinquent, Lessor shall not be obligated to continue utilities which are furnished and paid for by Lessor. Additionally, Lessor may report rentals or unpaid damages to the local credit bureau for permanent recordation in Lessee's credit record.
11. **PETS.** Pets are not allowed within the Property unless written approval is granted by Lessor. Lessee must fill out "**Pet Contract**" form and submit to Lessor. The pet contract will be attached to this Agreement as **Addendum B**. Any violation of said Contract is subject to fines, additional costs, and/or eviction.
12. **INDEMNITY and INSURANCE.** Lessor and Lessee shall indemnify and hold harmless each other for any claims, losses, and actions of all kinds or any violations of the terms and conditions of this Agreement, subject only to Section 12 herein.
13. **LIABILITY.** Lessor and Lessee shall be liable to each other only for those negligent or intentional acts which are caused by and which cause harm to either of the parties hereto.
14. **ENTIRETY.** This Agreement contains all of the terms and conditions made between the parties hereto for the lease and demise of the above-described Lot and may be modified only by a subsequent written agreement signed by both parties.
15. **GOVERNING LAW.** This Agreement shall be governed by and constructed in accordance with the laws of the State the property is located.

~Signatures to follow~

IN THE EVENT OF MORE THAN ONE TENANT, EACH TENANT IS JOINTLY AND SEVERALLY LIABLE FOR EACH PROVISION OF THIS LEASE.

THIS IS A LEGAL DOCUMENT. READ IT CAREFULLY. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART OF THIS AGREEMENT, SEEK COMPETENT LEGAL ADVICE.

Executed this ____ day of _____, 20 ____.

LESSOR

LESSEE

LESSEE

ADDENDUM A

COMMUNITY RULES AND RESTRICTIONS

Lessee acknowledges that Lessee has received and reviewed the Community Rules and Restrictions.

Lessee's Initials: _____

ADDENDUM B

PET CONTRACT

Lessee acknowledges that Lessee has received and reviewed the Pet Contract form.

Lessee's Initials: _____

ADDENDUM C

WAIVER OF FIVE-DAY NOTICE

I (we) hereby agree that should I (we):

- a. Fail to pay rent in accordance with the terms and conditions set forth in the Lease Agreement (the "Agreement"),
- b. Cause a default pursuant to Paragraph 10 of the Agreement,
- c. Violate any other provision of the Agreement, or
- d. Violate any of the Rules and Regulations governing my (our) tenancy in the property,

I (we) agree as evidenced by my (our) signature(s) below to waive the five (5) day notice to vacate the premises in accordance with State law.

EXECUTED this _____ day of _____, 20 _____,

LESSEE(S):

Signature

Print

Signature

Print