

## LOT LEASE AGREEMENT

**This Lease** is entered into between \_\_\_\_\_ as joint and several Residents (hereinafter referred to as Resident), and **MT Pleasant MHP, LLC** (hereinafter referred to as "Community Owner"), and is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

In consideration of Resident's payment of rent and agreement to be compliance with the other provisions of this Lease, Community Owner hereby leases to Resident the Lot (hereinafter referred to as "Lot") identified as follows:

**Lot number:** \_\_\_\_\_  
**Address:** \_\_\_\_\_, St. Johnsbury, Vermont 05819,

solely for the installation of the following mobile home (hereinafter referred to as "Mobile Home"):

**Make:** \_\_\_\_\_  
**Model:** \_\_\_\_\_  
**Size:** \_\_\_\_\_  
**Year:** \_\_\_\_\_  
**Serial #:** \_\_\_\_\_

The Lot is located at the Mount Pleasant Mobile Home Park (hereinafter referred to as the "Park").

This Lease permits occupancy only by the Resident and the following additional persons:

| NAME | DATE OF BIRTH | TELEPHONE | E-MAIL |
|------|---------------|-----------|--------|
|      |               |           |        |
|      |               |           |        |
|      |               |           |        |

This Lease permits only the following vehicles to be parked in the parking area of the Lot:

| VEHICLE 1            | INFORMATION | VEHICLE 2            | INFORMATION |
|----------------------|-------------|----------------------|-------------|
| <b>MAKE</b>          |             | <b>MAKE</b>          |             |
| <b>MODEL</b>         |             | <b>MODEL</b>         |             |
| <b>LICENSE PLATE</b> |             | <b>LICENSE PLATE</b> |             |
| <b>YEAR</b>          |             | <b>YEAR</b>          |             |
| <b>COLOR</b>         |             | <b>COLOR</b>         |             |

Parking on the lawns and Park streets is prohibited.

**RESIDENT HEREBY AGREES THAT ALL OF RESIDENT'S OBLIGATIONS UNDER THIS LEASE SHALL BE OF THE ESSENCE.**

**1. RENT AND OTHER FEES**

- a. The monthly rent for the use of the Lot is \_\_\_\_\_ per month (hereinafter referred to as "Lot Rent") for each and every month of the until the date at which the Lot Rent will change (hereinafter referred to as the "Rental Effective Date"). The Rental Effective Date is \_\_\_\_\_ of each year.
- b. Lot Rent is due on or before the first day of each and every month of this Lease, or so long as you are in possession of the Lot after the expiration of this Lease. **This amount is due without notice or Community Owner having to send you an invoice, and must be received by the Community Owner no later than the fifth (5<sup>th</sup>) of each month.** Except as otherwise permitted by law, Lot Rent shall remain in effect for a period not less than one year from the Rental Effective Date. Thereafter, the Community Owner may increase the Rent by giving not less than sixty (60) days written notice of the Lot Rent increase.
- c. Resident understands and agrees that all Lot Rent payments received after the **fifth (5th) day** of the month shall incur late fees equal to \$25.00. Payments received shall be applied to the oldest balance first.
- d. Fees required to be paid by Resident shall hereinafter be referred to as "Fees", unless the context is specific to one or more type of fee.
- e. Fees may be levied as provided for elsewhere in this Lease or the Park rules and regulations. (hereafter "Rules and Regulations"), which are attached hereto and made apart hereof. Fees are due in full no later than thirty (30) days from the Resident's receipt of the written invoice from the Community Owners, unless otherwise provided in this lease.
- f. The Resident understands and agrees that in the event a payment of Lot Rent or Fees is returned by a bank for any reason, Resident agrees to pay a Fee of Thirty-five (\$35.00) Dollars, to be known as an NSF Fee, to Community Owner, in addition to any outstanding sums due. This Fee shall be due and payable immediately upon written notice from Community Owner.

**2. SECURITY DEPOSIT**

- a. On the execution of this Lease, Resident shall pay to Community Owner the sum of \$\_\_\_\_\_ to be held by the Community Owner to secure Resident's obligation to pay all Lot Rent and other Fees, and maintain the Mobile Home and Lot. Community Owner may retain all or a portion of the security deposit for any of the following reasons:
  - i. Nonpayment of Lot Rent or Fees;
  - ii. Damage to Community Owner's property, unless it is a result of normal wear and tear. Resident understands that invitees, guests and family of the Resident will be considered within the Resident's control and Resident will be responsible for any damage caused by invitees, guests and family.
  - iii. Nonpayment of utility or other charges Resident was obligated to pay to Community Owner or to a utility; or
  - iv. Removal of articles from the Lot which were abandoned by the Resident, including personal property, the Mobile Home, rubbish, vehicles, etc.
- b. Community Owner shall either return the entire security deposit to the Resident or may retain all or a portion of the security deposit. If Community Owner retains some or all of the security deposit, Community Owner will give the Resident an itemization of the deductions. Any written itemization shall be provided to Resident and / or the security deposit shall be returned to the resident within fourteen (14) days of the following:
  - i. Termination of this Lease and removal of Resident's Mobile Home and all personal belongings from the Park;
  - ii. Delivery by the Resident to the Community Owner of an executed bill of sale transferring title to the Resident's Mobile Home to a person whom the Community Owner has entered into a Lease for the pursuant to Section 11 of this Lease; or
  - iii. Removal of Resident's Mobile Home and personal property from the Park pursuant to a Writ of Possession.

### **3. ASSIGNMENT AND SUBLETTING**

- a. Resident shall not assign Resident's rights or delegate Resident's duties under this Lease. Resident may not sublet the Lot or Mobile Home, in whole or in part, without first obtaining the written permission of the Community Owner. In the event that the Resident requests permission to assign or sublet from the Community Owner, the criteria applied by the Community Owner in making a determination of the suitability of a prospective Resident will be the same as Community Owner uses to determine the suitability of any Resident in the Park. Resident and proposed sub-Resident shall provide to Community Owner all information which the Community Owner may require in determining the proposed sub-Resident's suitability. In the event that the Community Owner consents to assignment or sub-letting, Resident shall not be relieved of any duties imposed by this Lease.

### **4. USE OF LOT AND MOBILE HOME**

- a. The Lot shall be used only for the placement of the Mobile Home to be occupied as a residence by the Resident and those other persons who the Community Owner may authorize in writing.
- b. No additional occupants age 18 or older are allowed to reside in the Mobile Home without prior written consent of the Community Owner. Guests are permitted, provided that the Resident notifies the Community Owner in writing of the names and lengths of visits of all guests staying longer than thirty days. In no event are guests permitted to stay more than six months each year.
- c. The use of the Lot and Mobile Home by Resident must be in compliance with all laws, including all applicable ordinances, rules and regulations or any appropriate governmental authority, and must be operated in a manner in which does not change the character of the Mobile Home or the Park, or affect the operation of the Park for health, safety or aesthetic reasons.
- d. Resident agrees that no commercial enterprise can be performed at the Lot, Mobile Home or the Park. Commercial enterprises include "home occupations" which are also prohibited. The use of the Lot, Mobile Home or the Park for commercial purposes is a substantial violation of this Lease.
- e. Garage sales or tag sales and the like are prohibited.
- f. Community Owner may require the Resident to remove a Mobile Home from the Lot which is, in community Owners sole discretion, detrimental to the other Residents of the Park for either health, safety or aesthetic reason. Resident's failure to remove the Mobile Home shall constitute a substantial violation of this Lease for the purpose of termination and eviction proceedings commenced in accordance with this Lease.
- g. Any animals approved by Community Owner in accordance the Park's Rules and Regulations shall be kept so as to not disturb other residents or foul the lots of other residents.

### **5. RESIDENT'S RESPONSIBILITIES FOR INSTALLATION AND MAINTENANCE OF HOME AND LOT**

- a. Resident takes the Lot "as is" and acknowledges that no representation or guaranty has been made by the Community Owner in regard to the Lot, Park, utilities or otherwise. Resident represents to Community Owner that Resident has inspected the Lot and is satisfied with the present condition, size, condition and configuration of the Lot, and the utilities serving same and appurtenances thereto.
- b. In each of the following issues of maintenance, Community Owner may cause work to be done or a remedy to be found if the Resident does not maintain each item in proper condition in accordance with Section 9 of this Lease.
  - i. All homes must be skirted with a skirting material approved by the Community Owner and remained skirted at all times. The skirting must be kept in good repair and painted as necessary.
  - ii. The Resident shall use the Lot and Mobile Home in a good manner, keeping the Lot and Mobile Home neat, clean, in good order and repair, and in such a manner as not to be detrimental to any other Resident or to the operation of the Park for health, safety or aesthetic reasons.

- iii. Resident must keep the lawn cut so as not to exceed four (4") inches in height, and high grass and weeds trimmed around the Mobile Home. Leaves must be raked and removed from the Lot but not placed within another tenant's lot or Park roadways or common areas.
- iv. Plumbing must be kept in good repair by Resident which includes, but is not limited to, the following:
  - a. Plumbing leaks must be repaired immediately.
  - b. All exposed water lines must be properly insulated and have operative heat tapes to prevent freezing from the ground exit forward. Resident will supply the electrical heat tape.
  - c. The use of running water to prevent freeze-up is prohibited.
  - d. Community Owner may, upon three (3) days' notice, or immediately during times of extreme cold, inspect plumbing to ensure compliance.
  - e. The Resident agrees to use water frugally and to cooperate with such reasonable water conservation measures as may be deemed necessary by the Community Owner.
  - f. The Resident further agrees to maintain any low-flow plumbing fixtures, including toilets, shower heads and faucets and not remove or circumvent any such fixtures. Failed low-flow plumbing fixtures shall be promptly replaced with products of equal or higher efficiency.
- v. The type and manner of installation of fuel tanks must be approved in advance in writing from the Community Owner. Resident agrees that fuel tanks can **never** be put below ground. Fuel tanks must be installed in compliance with local and state regulations and shall be maintained by Resident in a responsible manner. Resident will be responsible for all costs associated with the maintenance of the tank and the clean-up of any fuel spills arising out of Resident's use of the tank.
- vi. Resident is expressly prohibited from affecting or attempting to affect, either personally or by hiring another individual to do so, any repairs to underground utilities within the Park.
- vii. Resident shall not dig on the Lot, or make any alterations to the subsurface areas of the Lot, nor authorize or consent to have anyone else dig on or make alterations to the subsurface of the Lot, without prior written consent of Community Owner.
- viii. Nothing is to be attached or hung on trees or Community property.
- c. Resident shall be responsible for all costs, expenses, permitting, improvements or otherwise related to the Lot as mandated by any lawful authority in any way arising from Resident's actual or intended use of the Lot, Resident's moving the Mobile Home to or upon the Lot, or Resident's occupancy of the Lot.
- d. Upon Resident's failure to make repairs as required by this Lease, Community Owner shall have the right to make them and charge for this work shall immediately become due and payable from Resident as a Fee.

## 6. APPURTENANCES

- a. With prior written approval of the Community Owner, awnings, screen rooms, added rooms, or sheds may be placed on the Resident's Lot. Community Owner will require an adequate description, plan or drawing of the planned structure prior to making consideration for the addition. Improvements or additions built without prior approval of the Community Owner, or built to specification other than those approved by the Community Owner will constitute a substantial violation of the Lease. Any such improvement or addition must be in compliance with local zoning, building and related ordinances. Consent may be withheld for reasonable reasons by Community Owner including, but not limited to, State and local laws, regulations or ordinances, fire, safety, proximity to other structures or lot lines, or Park aesthetic requirements. If permission is given, Resident must prove that Resident or Resident's contractor is properly insured for said work and must name Community Owner as additionally insured on the contractor's insurance policy.
- b. Work for appurtenances will be at the Resident's expense with the Resident taking full responsibility and cost of identifying underground utilities and hazards. Any damage done by

- the Resident to any underground utility or other buried asset shall be repaired at the Resident's expense.
- c. Resident agrees to maintain any awnings, screen rooms, added rooms, or sheds at Resident's expense.
  - d. All approved additions must be lapped vinyl sided to match Resident's Mobile Home, be factory built and removable.
  - e. Resident shall also be responsible for obtaining all municipal permits required for any proposed improvements on your site after Resident has obtained community Owner's approval for them.
  - f. All sheds must be lapped vinyl sided to match Resident's Mobile Home with pitched shingled roof, or in the alternative, factory built of aluminum. Steel, shipboard and particle board sided sheds are prohibited. Decks must be constructed with pressure treated lumber and fully enclosed with lattice or vinyl skirting to match the existing skirting on Resident's Mobile Home.
  - g. If any improvement must be moved (due to snow plowing, utility line repair, etc.), it must be moved at Resident's own expense.
  - h. If Resident fails to adequately maintain any awnings, screen rooms, added rooms, or sheds on Resident's Lot, Community Owner may, upon thirty (30) days notice to Resident, require Resident to remove any such awnings, screen rooms, added rooms, or sheds at Residents cost and expense. Resident's failure to remove the awnings, screen rooms, added rooms, or sheds shall constitute a substantial violation of this Lease for the purpose of termination and eviction proceedings commenced in accordance with this Lease.

## **7. GOODS AND SERVICE**

- a. The Resident shall not be restricted in Resident's choice of vendors from whom Resident may purchase goods and services. This section shall not be construed to prohibit Community Owner from contracting with the Resident for the sale, supply or distribution of goods and services, but any such contract shall not be required as a condition of entrance to the Park.
- b. The Community Owner may set reasonable standards for materials to be used or services to be performed by vendors, where such standards are necessary to protect the health, safety or welfare of the Residents or are necessary to preserve the physical appearance or quality of the Park. Vendors employed by the Resident must observe the provisions of this Lease. Residents who employ vendors, or who perform work themselves, which is not within the Park's standards shall, upon written notice from Community Owner, replace such work with work of the proper standard. Community Owner may cause work to be done or a solution to be found if the Resident does not correct such work to a proper condition, in accordance with Section 8 of this Lease.

## **8. RESPONSIBILITIES OF RESIDENT AND COMMUNITY OWNER**

### **a. RESIDENT RESPONSIBILITIES**

- i. The Resident will be required to respect the privacy and Lot lines of other Park residents' lots. The Resident, household members and invitees will conduct themselves in a manner, which does not disturb other Park residents, and shall refrain from illegal activities. The Resident shall be responsible for the activities and behavior of persons residing with the Resident and invitees of Resident.
- ii. No Resident shall use and occupy Resident's Mobile Home in such a way as to cause any Lot to fail to comply with the terms of the Lease or state or local laws and ordinances. The Resident, members of the household and invitees shall not deliberately or negligently destroy, deface, alter or remove any fixture, mechanical or utility system, or furnishing.
- iii. The Resident shall be responsible for the expense of connecting, maintaining and disconnecting the electrical service from the electrical disconnect to the Mobile Home. Any electrical work shall be completed by a licensed and qualified electrical contractor, approved by the Community Owner.

- iv. The Resident shall maintain Resident's Mobile Home and Lot to be free from rodents, and reasonably free from insects, vermin and other pests to the extent that failure to maintain may affect the fitness for human habitation of any lot or home within the Park. Upon failure of the Resident to remove an infestation, the Community Owner shall have the right, at Resident's expense, to exterminate any infestation, which, in the Community Owner's sole determination, is a threat to the health and welfare of the Resident and other residents of the Park. Resident will pay a Fee equal to the cost of extermination if Community Owner exterminates on Resident's behalf.
- v. The Resident is responsible for the maintenance of the Lot, included but not limited to, the maintenance of the lawn and driveway, including snow removal from driveway and parking areas.
- vi. The Resident is responsible for any damage caused by failing to control water leaks within the Mobile Home. The Resident is responsible for proper connection to water and sewer connections from where such connection surfaces to the Mobile Home.
- vii. The Resident is responsible for any damage caused by disposing of items that are not soluble into sewage system that may cause blockages, surfacing or backups on to the Lot or into other Park resident's homes or lots. Resident shall show evidence of insurance to cover such an event to Community Owner annually.
- viii. Household waste generated by the Resident which is placed outside the Mobile Home shall be stored by Resident in watertight receptacles of metal or other durable materials with tight fitting covers. Household receptacles shall be emptied on a regular and timely basis so as to avoid odor emanating from the receptacles. No dumpsters are permitted on Resident's Lot.
- ix. Upon termination of the Lease, Resident will quit and surrender the Lot in as good a state of condition as they were at the commencement of the Lease, reasonable use and wear thereof and damage by the elements excepted.
- x. The Resident shall pay all property taxes assessed on the Mobile Home, other structures on the Lot, or personal property as may be charged by any governing authority.
- xi. The Resident will keep the Lot free of trash; junk; debris; discarded items; toys; tires; inoperable or unregistered vehicles, boats, snow mobiles, lawnmowers, recreational equipment, etc.

**h. COMMUNITY OWNER RESONSIBILITIES**

- i. The Community Owner will provide water and sewer connections to each Lot installed in a manner accepted by the State at the time of installation.
- ii. The Community Owner shall provide adequate and safe electrical service to the feeder line, disconnect and meter box associated with each Lot.
- iii. The Community Owner will not discriminate for reasons of race, creed, color, sex, sexual preference, national origin, material status, handicap or because a person is a recipient of public assistance. The Community Owner will not discriminate based on age or familial status.
- iv. The Community Owner agrees to maintain the Park during the term of this Lease, assuring that the Park is safe, clean and fit for human habitation.

**9. COMMUNITY OWNER REMEDIES**

- a. In the event that the Resident fails to comply with any obligation of this Lease to maintain the Mobile Home or Lot, the Community Owner may proceed to effect the necessary work at the Resident's expense provided that:
  - i. The Community Owner has first notified the Resident in writing of the need for action and has provided thirty (30) days to perform the work, except in the instance of an imminent danger to people or property where the Community Owner may take immediate action to perform requited work; and
  - ii. The repair work is performed by a qualified party.
- b. If Community Owner performs work to the Lot or Mobile Home, then the Community Owner will provide the Resident with written notice of the cost of the repair or service and a statement that payment is due within thirty (30) days.

## **10. ACCESS**

- a. The Community Owner may, at any time, enter the Lot, with or without Resident's consent to deliver notices as may be normal to the operation of the Park. The Community Owner may enter the Lot with the Resident's consent, or the consent of others who reside with the Resident, which shall not be unreasonable withheld.
- b. The Community Owner may enter the Lot between 7:00 AM and 7:00 PM on no less than 12 hours' notice to:
  - i. Inspect the Lot;
  - ii. Make necessary or agreed repairs, alterations or improvements;
  - iii. Supply agreed service; or
  - iv. Exhibit the Lot to prospective or actual purchasers, mortgages, Residents, workers or contractors.
- a. The Community Owner may enter the Lot without notice or permission, if, in the course of performing repairs the Community Owner discovers that it is necessary to enter the Lot to complete the repairs, provided the Community Owner could not reasonably foresee the need to enter the Lot at the time the repairs began.
- c. If the Community Owner reasonably believes that there is a likelihood of imminent injury to any person, damage to property or interruption of utility services, then the Community Owner may enter the Mobile Home or the Lot without notice to or permission from the Resident.

## **11. SALE OF MOBILE HOMES IN THE PARK**

- a. The Resident shall notify the Community Owner in writing of Resident's intent to sell the Mobile Home prior to listing or advertising the Mobile Home for sale.
- b. Prior to selling the Mobile Home, the Resident shall notify the Community Owner by certified or registered mail, or by hand delivery to the Community Owner's, of the name and address of the prospective purchaser. If the Mobile Home is to remain in the Park, the Mobile Home must be in compliance with the aesthetic standards then in effect in the Park. Consent will be granted, provided that the Resident and purchaser have complied with the following;
  - i. Purchaser has applied and been accepted as a resident in the Park by the Community Owner. The Community Owner may review a number of criteria regarding the purchaser including, but not limited to, financial ability to pay the Rent, purchaser's background and previous landlord recommendations.
  - ii. The condition of the Lot, the Mobile Home and other structures or improvements on the Lot, are in compliance with the terms of the Lease and the Park's Rules and Regulations. The Resident understands that the Community Owner may not, in Community Owner's sole discretion, approve the sale of the Mobile Home solely on aesthetic considerations.
  - iii. All Lot Rent and Fees, as well as other monies due under the terms of the Lease, have been paid in full.
  - iv. All property taxes due on the Mobile Home or other structures have been paid in full, and receipt showing proof of payment is provided to Community Owner.
  - v. The Resident provides the Community Owner with a copy of the Vermont Mobile Home Uniform Bill of Sale and the Vermont Property Transfer Tax Return.
  - vi. The prospective purchaser pays Community Owner a \$40.00 Fee to review the prospective purchaser's financial ability to pay and suitability for the Park.
- c. Resident's sale of the Mobile Home situated on the Lot shall operate as an immediate termination of this Lease and, unless Community Owner and Resident's purchaser have entered into a Lease of the Lot as provided herein, the Mobile Home shall be removed from the Lot immediately upon its sale.
- d. No more than one "For Sale" sign measuring a maximum of six square feet shall be placed on the Lot.

## 12. MODIFICATIONS OF THIS LEASE

A copy of any new Lease terms or Rules and Regulations superseding or supplementing the terms stated herein, will be furnished to the Resident at least thirty (30) days prior to the effective date of any amendment, addition, or deletion of the existing terms or Rules and Regulations.

## 13. TERMINATION OF THIS LEASE AND EVICTION

- a. This Lease may be terminated at any time upon the written and signed mutual consent of the Community Owner and Resident.
- b. The Resident may terminate this Lease by giving the Community Owner at least two full payment periods notice in writing stating the Resident's intention to terminate the Lease and vacate the Lot. The definition of two full payment periods shall be from the first (1<sup>st</sup>) day of the first calendar month after the receipt of Resident's notice to the last day to the next calendar month. No notice shall be allowed for a partial month payment. Residents who leave during the middle of the month shall pay for the entire month's Rent unless the Community Owner has a replacement Resident who will pay the remainder of the month's Rent.
- c. The Community Owner may terminate this Lease and evict the Resident for:
  - i. nonpayment of Rent, ,
  - ii. a substantial violation of the Lease terms,
  - iii. a substantial violation of any Rules and Regulations promulgated under the Lease,
  - iv. if there is a change in the use of the Park land or parts thereof or a termination of the Park.
- d. Prior to the commencement of an eviction proceeding, Community Owner shall notify the Resident by certified mail, by US Mail, or such other method so as to assure delivery, of the grounds for the termination and eviction.
- e. Termination of this Lease and eviction may occur when the grounds are nonpayment of Lot Rent, Fees or other charges which are not paid within twenty (20) days of the date of mailing the notice. Community Owner shall not be required to provide notice if non-payment of Rent occurs again within six months of a prior notice, in which case termination of this Lease and eviction may proceed immediately.
- f. Termination of this Lease and eviction for a substantial violation of the Lease terms, or rules and regulations, may proceed immediately, but shall require written notice including the basis for the termination.
- g. Resident acknowledges and agrees that if Community Owner utilizes legal action or other means to gain possession of the Lot after termination has occurred, Resident shall reimburse Community Owner for all court fees, costs of delivery of notices, sheriff delivery or other certified delivery charges, sheriff's fees, attorney's fees and legal charges incurred in the action.
- h. If Resident cures the cause of the termination, such a cure shall not be effective until Resident reimburses Community Owner for all court fees, cost of delivery of notice, sheriff delivery or other certified delivery charges, sheriff's fees, attorney's fees, legal charges, or other costs incurred in attempting collection or curing violations related to the termination and/or eviction action.
- i. If, for any reason, Resident fails to deliver possession of the Lot to Community Owner upon termination of this Lease, no matter how such termination is effected, Resident shall pay damages to Community Owner at a per diem rate based upon the Lot Rent in effect immediately prior to termination of the Lease. Such damages shall accrue for each day possession of the Lot is withheld from the Community Owner. Community Owner's acceptance of such damages shall not constitute a waiver of its right to possession of the Lot.

## 14. ABANDONMENT

- a. The Mobile Home will be considered abandoned if all of the following conditions exist:
  - i. A reasonable person would believe that the Mobile Home is not occupied as a residence;
  - ii. The Lot Rent is at least 30 days delinquent; and



- iii. The Community Owner has attempted to contact the Resident at the Resident's Mobile Home, last know place of employment, or last known mailing address without success.
- b. Abandonment of the Mobile Home is a substantial violation of the Lease terms and may result in immediate eviction.
- c. The Community Owner may sell an abandoned mobile home in accordance with applicable state laws.
- d. The Community Owner may pursue the Resident for reimbursement of costs and damages as related to the removal, sale, storage, landfill charges, or other expenses incurred by the Community Owner due to the abandonment of the Mobile Home or any personal property on the site. The Community Owner may also recover any other attorney's fees and legal charges or costs of recovery due to the abandonment and efforts to seek reimbursement by the Community Owner.

## **15. RULES AND REGLUATIONS**

By execution of this Lease, Resident acknowledges receipt of the Park Rules and Regulations currently in effect. Community Owner reserves the right to amend such Rules and Regulation from time to time. Resident hereby agrees to abide by the Rules and Regulations, and any amendments to the Rules and Regulations, as they may be amended by the Community Owner from time to time, upon the Community Owner's notice of such amendment given to the Resident at least thirty (30) days prior to the effective date of the amendment. Ongoing or repeated violations of the Rules and Regulations shall be defined as a substantial violation of this Lease. What constitutes "ongoing" violations shall be three (3) violations of the same rule or regulation within a six-month period. What constitutes "repeated" violations shall be three (3) violations in total of any rule or regulation or combination of rules and regulations within a six-month period. A violation of the Rules and Regulation shall not be considered to have accrued unless acknowledged in writing by the Community Owner.

## **16. SUBORDINATION**

This Lease shall be subject and subordinate to any mortgage now existing or hereafter placed on the Community Owner's interest in the Park or the Lot. The Resident agrees to execute and deliver, upon demand, such further instruments deemed necessary by the Community Owner to subordinate this Lease to the lien of any such mortgage. If Resident fails to provide such instruments with in ten (10) days of any request for same, Resident hereby authorizes Community Owner and designates Community Owner as Resident's agent for the sole purpose of executing same on Resident's behalf.

## **17. INDEMNIFICATION**

The Resident agrees to indemnify and hold harmless the Community Owner from and against any loss, cost, damage and expense relating from the injury to any person or property caused by any act, omission or neglect of the Resident, the Resident's agents, invitees or contractors or other person in, upon or about the Lot or Park at Resident's invitation or consent. In case any action or proceeding be brought against the Community Owner by reason of any such claim, the Resident, upon notice from the Community Owner, covenants to defend such action or proceeding in a manner most helpful to the Community Owner in the Community Owner's sole judgment. Resident shall secure, and keep in effect during the term of this Lease, an insurance policy which includes minimum limits of liability coverage at the Lot of \$100,000.00 for any one incident. Resident shall be required to deliver copies of such policy to Community Owner. Community Owner and its successors and assign as their interests may appear shall be named as additional insureds on Resident's insurance policies. Community Owner shall receive thirty (30) days' notice prior to any cancellation of Resident's insurance policy.

## **18. NON-WAIVER**



**24. SUCCESSORS AND ASSIGNS**

The terms and conditions in this Lease shall inure to the benefit of, and be binding upon, the parties hereto and their heirs, successors and assigns, except as provided hereinabove.

**25. JURY WAIVER - All parties to this Lease hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.**

**26. PARKING/ VEHICLES.**

Resident agrees that Resident's vehicles shall only park in the Lot's parking spaces or driveway. Resident also agrees that only the vehicles set forth on the first page of this Lease shall be permitted to park on the Lot, and only if the vehicle or vehicles are operable, operating regularly, registered and insured. There is no parking on the roads or other lands of the Park. Resident further agrees that:

**UNAUTHORIZED VEHICLES WILL BE TOWED AT THE EXPENSE OF THE RESIDENT EVEN IF IT IS NOT THE RESIDENT'S VEHICLE.**

It is further understood that the Community Owner is not responsible for damage to any vehicle due to theft, falling ice, snow removal, or any other unforeseen occurrence.

**27. Termination of Prior Leases.** Upon the commencement of this Lease, all prior Leases between Community Owner and Resident, as same may have been amended or modified, shall terminate and be of no further force and effect.

**28. Authorizations.**

- a. I If (1) Resident is late beyond the grace period for payment of Rent or Resident is in default of this Lease and (2) Resident provides credit card, debit card and/or charge card information to enable Community Owner to receive payment(s) for sums due and payable pursuant to this Lease. Resident hereby agrees to pay to reimburse Community Owner as a Fee any charges incurred by Community Owner to receive payments when utilizing credit, debit or charge cards toward the payment of Lot Rent.
- b. Intentionally omitted.
- c. Other than for notice as provided in Section 20, Resident hereby consents to delivery or receipt of any invoice, bill, requisition or other communication from Community Owner, Community Owner agents, employees, officers, members or contractors via United States Postal Service, courier, hand delivery or in or by any electronic or digital format or method as Community Owner shall determine in Community Owner's sole discretion. Resident shall provide notice to Community Owner of any change to Resident's electronic mail address and provide Community Owner with any new electronic mail address.
- d. Resident agrees that Park managers do not have authority to bind the Community Owner. All requests for approval must be delivered to Community Owner at the address provided in the notice provision of this Lease. Resident understands that Community Owner approvals must be in writing form a duly authorized Community Owner employee at the Community Owner's main office in Trumbull, CT.

**IN WITNESS WHEREOF**, Community Owner and Resident have signed and sealed this Lease as of the day and year first above written.

**Community Owner**

**MT Pleasant MHP, LLC**

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By:

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Resident

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Resident

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