

Mobile Home Lease Agreement

THIS AGREEMENT OF LEASE is made and entered into this ____ day of _____, 2018 between hereinafter referred to as _____ "Resident", and **MT Pleasant MHP, LLC** having an address of 30 Nutmeg Drive, Trumbull, CT 06611 hereinafter referred to as "Community Owner".

In consideration of the terms and conditions hereinafter contained, the parties hereto agree as follows:

1. **MOBILE HOME.** Community Owner hereby Leases to Resident the single family Mobile Home (hereinafter referred to as the "Mobile Home") identified as:

Make: _____

Model: _____

Year: _____

Vin # _____

which Mobile Home is located as follows:

Lot # _____

Address _____

(hereinafter referred to as the "Lot"), which is a part of the Mount Pleasant Mobile Home Park (hereinafter referred to as the "Park").

Unless indicated otherwise, the Mobile Home shall be used as a personal residence and not otherwise. Only the persons who have executed this Lease as Residents shall be considered as Residents hereunder.

No other persons may reside at the Mobile Home with the exception of the following:

NAME	DATE OF BIRTH	TELEPHONE	EMAIL

2. **TERM.** The term of this Lease shall be ____ year(s), commencing _____, 2018 and expiring unless sooner terminated on _____.

3. RENT.

- a. Resident shall pay to Community Owner as rent (hereinafter "Rent") the amount of \$_____ for each Lease year in equal monthly installments of \$_____ due on or before the first day of each and every month of this Lease. It is the responsibility of the Resident to pay the Rent in full each month and on time with ONE check. **Checks should be made payable to and sent to 30 Nutmeg Drive Trumbull, CT 06611** or such other place as Community Owner shall designate in writing. The first installment of rent shall be due and payable upon execution of this Lease.
- b. Resident acknowledges that the Rent due pursuant to this Lease is a separate obligation from the Lot Rent payable to the Community Owner of the Park where the Mobile Home is located. Resident acknowledges that a substantial violation of this Lease will be a substantial violation of any lease that Resident is obligated for the Lot, and that a substantial violation of the Lot's lease will be a substantial violation of this Lease.
- c. Rents received after the fifth (5th) day of the month when due, shall incur late charges equal to \$25.00. Interest shall accrue at the rate of one (1%) percent per month on all balances greater than thirty (30) days. Payments received shall be applied to the oldest balance first.
- d. In the event a payment is returned by a bank for any reason, Resident agrees to pay a charge of thirty-five (\$35.00) dollars, to be known as a NSF Fee, to Community Owner, in addition to any outstanding sums due. This charge shall be due and payable immediately upon written notice from Community Owner.
- e. **Rent is payable without demand, notice or invoice.**
- f. Notice of termination shall be as provided in 9 V.S.A., Section 4467.

4. SECURITY DEPOSIT.

- a. Community Owner hereby acknowledges the receipt from Resident of \$_____ paid in addition to the Rent described above as a security deposit for the Mobile Home.
- b. The Community Owner may retain all or a portion of the security deposit for;
 1. Nonpayment of Rent,
 2. Damage to the Mobile Home, other property or damage to the Park, unless the damage is the result of normal wear and tear or the result of actions or events beyond the control of the Resident,
 3. Nonpayment of utility or other charges which the Resident is required to pay directly to the Community Owner or to a utility,
 4. Expenses required to remove from the Mobile Home articles abandoned by the Resident, and
 5. Cleaning of the Mobile Home and or the Lot.
- c. All charges for cleaning, maintenance and repairs shall be billed at a rate of no less than \$52.00 per hour.
- d. Resident agrees that the Resident shall not use the security deposit as the last month's Rent.
- e. If there is more than one Resident, the security deposit shall be returned when all of the Residents under this Lease have vacated the Mobile Home.
- f. Resident shall provide Community Owner with a paid receipt of Resident's Utility bills before any of the security deposit will be returned. The inspection checklist

shall be used to determine the physical condition of the Mobile Home for the purpose of refunding any or all of the security deposit.

5. UTILITIES, REFUSE, MAINTENANCE ETC.

a. Utilities shall be paid as follows:

UTILITY/ SERVICE	PROVIDED BY	PAID BY	WHO PAID TO
WATER	COMMUNITY OWNER	COMMUNITY OWNER	MUNICIPAL UTILITY
SEWER	COMMUNITY OWNER	COMMUNITY OWNER	N/A - SEPTEC
ELECTRIC	COMMUNITY OWNER	RESIDENT	DIRECT TO SUPPLIER
HEATING FUEL (OIL OR PROPANE)	RESIDENT	RESIDENT	DIRECT TO SUPPLIER
TELEPHONE	COMMUNITY OWNER	RESIDENT	DIRECT TO SUPPLIER
CABLE	COMMUNITY OWNER	RESIDENT	DIRECT TO SUPPLIER
LAWN CARE	RESIDENT	RESIDENT	TO BE DETERMINED BY RESIDENT
TRASH REMOVAL	RESIDENT	COMMUNITY OWNER	TO BE DETERMINED BY COMMUNITY OWNER
LOT SNOW REMOVAL	RESIDENT	RESIDENT	TO BE DETERMINED BY RESIDENT

- b. Resident shall pay for Fuel tank reading at time of occupancy is _____. The fuel tank must be filled to the same amount when Resident vacates. Any charges incurred by Community Owner to fill the tank at the end of tenancy will be at Resident's cost and expense.
- c. All utilities must be placed in Resident's name(s) within 5 days of the execution of this Lease or Resident taking possession of the Mobile Home.

- d. Utilities must be maintained at all times during Term of this Lease and Resident's occupancy.
- e. Resident is responsible for monthly utility payments for the full term of the Lease.
- f. Resident will return all keys, including mailbox keys to Community Owner at the end of the Lease. Resident will be charged for any lost keys that need to be replaced.
- g. Resident will dispose of all refuse in the proper garage or recycling containers. No dumping of furniture, mattresses and the like is permitted. Resident is responsible for the removal of large items from the Lot and Park. If any large items are left in or around the Mobile Home, Lot, Park or the dumpster area Resident will pay a removal and disposal Fee of \$100.00 per item. Resident will not litter on the Lot or Park

6. MUNICIPAL ASSESSMENTS. Community Owner shall pay real estate taxes with respect to the Mobile Home.

7. ALTERATIONS. Resident shall make no alterations, additions or improvements, including painting, to the Mobile Home without the prior written consent of the Community Owner. Should Resident paint without Community Owner's written approval, Resident shall be charged a minimum of \$250 per room to restore the Mobile Home to the condition it was in at the time of Resident's taking possession of the Mobile Home.

8. ACCEPTANCE OF MOBILE HOME. Resident has viewed the Mobile Home, and Resident's acceptance of possession of the Mobile Home is conclusive evidence that the Mobile Home is in good order and repair, with the exception of items to be noted in writing by Resident on the walk through inspection. Upon the termination of this Lease, Resident shall thoroughly clean out the Mobile Home and shall leave the Mobile Home and the improvements therein, in the same condition as at the commencement of this Lease, reasonable wear and tear excepted.

9. ASSIGNMENT AND SUB-LEASING.

- a. Resident shall not assign, mortgage, pledge or encumber this Lease, or the Mobile Home, or sub-let the whole or any part of the Mobile Home without Community Owner's prior written consent.
- b. Prior to accepting a sub-lessee. Community Owner requires that each sub-lessee submit a Rental Application and, a non-refundable credit / suitability review Fee. The application will be reviewed by the Community Owner's normal approval process. Resident shall not allow sub-lessees to take occupancy until approved by Community Owner; the act of submitting an application and fee is not to be taken as approval or as allowance to sub-let.
- h. If Resident accepts a sub-tenant or other additional roommate without Community Owner's prior written consent, said acceptance shall be considered a substantial violation of the Lease agreement, creating a default. Community Owner shall have the right to evict all Residents and occupants of the Mobile Home due to this default, and Resident agrees to reimburse Community Owner for all costs related to said eviction including, but not limited to, legal fees, Sheriff or other fees due to notice, and court fees. Community Owner shall also have the right to immediately, and retroactively to the beginning of said

non-accepted occupancy, charge an additional Rent equal to the monthly proportionate Rent per legal Resident. In other words, if the monthly Rent is \$600.00 for two legal occupants, there will be an additional charge of \$300.00 per additional occupant per month. Community Owner's instituting of this charge shall be for additional costs related to occupancy, including additional costs of eviction, and shall not constitute acceptance of additional occupants or waiver of Community Owner's right to evict for this substantial violation.

10. HOLDING OVER. If Resident should hold over and remain in possession of the Mobile Home after the expiration of this Lease, without Community Owner's written consent, it shall not be deemed or construed to be a renewal or extension of this Lease, but shall only operate to create a tenancy at will on a month to month basis. The Rent for any such holding over shall be at a rate of fifty percent (50%) greater than the last month's rent.

11. COMMON AREAS. The sidewalk, entrance, roadways, open spaced, and other common areas shall not be obstructed by Resident or used by Resident for any other purpose than those for ingress or egress from the Mobile Home. Common areas shall be used equally by all Residents.

12. REFUSE. Resident shall dispose of all garbage and refuse in such manner and at such times as Community Owner shall direct.

13. ANIMALS. Resident agrees to abide by the Park Rules and Regulations in regard to animals.

14. RESIDENT OBLIGATIONS AND TERMINATION.

- a. Resident shall not create or contribute to the noncompliance of the Mobile Home with applicable provisions of building, housing and health regulations, nor shall the Resident do anything in or about the Mobile Home which might increase the insurance premiums on the Mobile Home.
- b. The Resident shall not install additional or different locks or gates on any doors or windows of the Mobile Home without the written permission of the Community Owner. If the Community Owner approves the Resident's request to install such locks, the Resident agrees to provide the Community Owner with a key to each lock. If Resident changes a lock without Community Owner's written approval, Resident will pay Community owner a Fee of \$250.00.
- c. Resident will be charged a Fee of \$25.00 if you lock yourself out of the Mobile Home and Community Owner unlocks the door for you. Resident will return all keys, including mailbox keys to Community Owner at the end of the rental period. Resident will be charged for any lost keys that need to be replaced.
- d. Resident shall keep off all roofs or porch tops at all times and shall not store any items on top of these either. Resident shall not use portable heaters of any kind in the Mobile Home. Resident shall not place un-presentable couches or any other type of furniture on any porch. Resident shall not place barbecue grills on or near any porch or the structure itself. All barbecue grills shall be on pavement or dirt areas. Resident shall not lock bicycles to any part of the structure or any nearby tree. When this Lease ends, the Resident agrees to return all keys to the Mobile Home to the Community Owner.

- c. Resident shall not conduct themselves or permit others to conduct themselves in any activity which is illegal or that disturbs or infringes on the rights of other residents of the Park. If a problem arises due to excess noise and parties creating an adverse environment for other Residents and neighbors, the Lease will be subject to the immediate termination at Residents and co-signers expense. Should Community Owner incur fines, fees, tickets or other charges or costs due to the actions of the Resident or their guests, Resident shall reimburse Community Owner for said charges plus an administrative fee of \$50 for each occurrence. Said charges shall be due and payable immediately upon receipt of a billing from Community Owner.
- i. Resident shall not deliberately or negligently destroy, deface, damage or remove any part of the Mobile Home or its fixtures, mechanical systems or furnishings or deliberately or negligently permit any person to do so.
- j. If this is a month to month Lease, the Community Owner may terminate the Lease for no cause by actual notice given to the Resident at least 30 days prior to the termination date specified in the notice. If this Lease is for a term longer than month-to-month, it shall expire upon the expiration of the term, unless otherwise renewed or extend in writing by the Community Owner.
- k. If the Resident acts in violation of this Lease Agreement, the Community Owner shall be entitled to recover from the Resident, damages, costs and expenses, including the rental leasing fee equal to one-half month's rent for advertising and re-renting the Mobile Home. If it is necessary for the Community Owner to retain an attorney to secure the Community Owner's rights and remedies, the Community Owner shall be entitled to recover from the Resident reasonable attorneys' fees so incurred. Furthermore, said violation shall be grounds for termination of the Lease and commencement of an action for ejectment.

15. REPAIRS AND MAINTENANCE. Community Owner shall be responsible for repairs and maintenance with respect to the Mobile Home except such repairs and maintenance as are caused by the negligent or deliberate act or omission of the Resident or a person in the Mobile Home with the Resident's consent. Those repairs and maintenance which are the responsibility of the Resident shall be performed by the Resident immediately upon demand of the Community Owner. Whether such repairs and maintenance are performed by the Resident or the Community Owner, the cost of such repairs and maintenance shall be paid by the Resident forthwith as a Fee.

16. CARE OF THE MOBILE HOME. Resident will take good care of the Mobile Home and all of the appliances that Community Owner has provided for Resident's use. If Resident damage the Mobile Home or appliances provided by Community Owner and/or fail to immediately notify Community Owner of any condition that may cause damage to the Mobile Home, Resident will be responsible for the cost of the necessary repairs. Resident shall not attempt to clean any spills or stains in the carpet with a bleach based cleaning product. Resident is responsible for the installation and maintenance of Resident's telephone and cable television services in the Mobile Home. Only removable window type air conditioners are permitted, which must be removed during the cooler months. Resident will be held responsible for any damage

to windowsills and walls as a result of improperly installed air conditioners and /or windows being left open. Resident will be responsible for any damage to the skirting caused by a grass trimmer. Resident will not install any outside radio, satellite dish or television antenna or have a waterbed, or make any repairs, changes or connections to the plumbing, heating, or electrical systems. Resident will use plumbing fixtures only for their intended purpose and will not throw any improper material or objects into the plumbing fixtures. Resident will be held responsible for the cost of repair if a foreign object is found in the bathroom or kitchen plumbing fixtures. Resident will not use any electric appliances that are dangerous or that do not use ordinary electrical plugs. Resident will not make any physical changes to the Mobile Home or place any wallpaper or wall covering materials on its walls. Resident will not attach any type of stick-on picture hooks. Resident will not paint the Mobile Home without our prior written consent. If permission to paint is given, Resident must use white or off white. No color paint is permitted. Resident will not use any alternate source of heat, such as space heaters or kerosene heaters. Resident will not bring into the Mobile Home anything which increases the cost of fire or liability insurance which we keep on the property. **Smoking is prohibited in Mobile Home.** Grills must be kept 10 feet away from the Mobile Home. Resident will comply with all governmental laws and regulations. Resident will save Community Owner harmless from any liability arising from any injury or damage caused by Resident, those who occupy the Mobile Home with Resident or Resident's guests. When Resident vacate the Mobile Home, Resident will leave it in as good condition as it was when Resident first occupied it except for reasonable wear and tear.

17. WAIVER. A waiver by Community Owner of any default on the part of Resident shall not be considered or treated as a waiver of any subsequent or other default.

18. ACCESS. The Community Owner may enter the Mobile Home with Resident's consent, which consent shall not be unreasonably withheld.

The Community Owner may enter the Mobile Home for the following purposes between the hours of 8:00 a.m. and 8:00 p.m., but not on less than 48-hour notice:

- 1) when necessary to inspect the Mobile Home,
- 2) to make necessary or agreed repairs, alterations or improvements,
- 3) to supply agreed services, or
- 4) to exhibit the dwelling to perspective or actual purchasers, mortgagees, tenants, workers, or contractors.

The Community Owner may only enter the Mobile Home without consent or notice when the Community Owner has reasonable belief that there is imminent danger to any person or property.

19. HOLD HARMLESS. The Community Owner shall not be liable to Resident for any reason act or omission of Community Owner. Resident shall hold the Community Owner save harmless, indemnify and defend the Community Owner from and against any actual or claimed injury or damage to persons or property arising out of Resident's use and occupancy of the Mobile Home or the Lot.

19. RESIDENT'S PERSONAL PROPERTY. Resident shall protect his/her personal property with adequate personal property insurance. Resident will indemnify and hold Community Owner

harmless from any claims for damage to or loss of Resident's personal property. Community Owner is not responsible for loss, theft or damage to Resident's personal property.

20. TIME IS OF THE ESSENCE. It is understood and agreed that time and strict performance of all of the terms herein, by the Resident to be performed and reserved, shall be of the essence.
21. JOINT AND SEVERAL LIABILITY. All the Residents and co-signers hereunder are jointly and severally liable for the performance of all of the obligations of this Lease. Furthermore, this agreement shall be binding upon the heirs, assigns and legal representatives of the Community Owner and Resident hereunder.
22. CO-SIGNER. Co-Signer guarantees the performance and payment to Community Owner of all obligations in the Lease, and shall be liable to Community Owner for all damages, court costs, attorney's fees and all fees incurred by Community Owner in enforcing Community Owner's rights and remedies under this Lease, during the term or renewals or extension thereof.
23. Mobile Home Location. Resident acknowledges that Resident does not have the right to move the Mobile Home from the Lot or to another location on the Lot. Resident understands that Resident's actual or attempted efforts to move the Mobile Home is a substantial violation of this Lease.
24. Damage not Caused by Resident. In case the Mobile Home is damaged by fire or other causes through no fault of Resident so that Resident cannot continue to occupy it, this Lease will end and Resident will vacate the Mobile Home within ten (10) days from the date of damage and Rent will be apportioned to the date the damage occurred. If, however, Resident continues to occupy the Mobile Home for more than ten (10) days after the damage occurred, Resident will continue to pay the full Rent. If the Mobile Home or Community Owner's property is damaged by fire or other caused brought about by Resident or Resident's guest(s) actions or negligence, Resident will be held financially responsible for all cost and repairs.
25. Move Out Charges.
 - a. If the Mobile Home is not left in good condition, the following charges will be made against your security deposit account when vacating the Mobile Home: Dirty Stove - \$40.00; Dirty Refrigerator - \$40.00; Dirty Dishwasher - \$40.00; Dirty Carpet (excessive wear and tear) – cost of cleaning or replacement; Cleaning smoke damaged home - \$500.00; Removal of furniture - \$100.00 per piece (including items left by the dumpster); Clothing, bags of refuse, bottles and cans, etc., - \$25.00 per trash bag; Bathroom - \$50.00 for each fixture that is left dirty including tile; Missing or disabled shower head - \$100.00. Missing or disabled faucet aerator - \$50.00; Broken screens, windows & storm windows – replacement costs; Doors - \$50.00 per door; Holes in walls or damaged walls by pictures, etc. – cost of repair; Storage – cost of removing personal items: Wallpaper – current labor charge per hour to remove wallpaper and restore walls (s); Paint – current labor and paint charge if two or more coats of paint are required to cover up colors or stained walls; any other general damage – cost of repair. Keys not returned or locks changed- \$250.00.
 - b. During the initial term of the Lease, if the Mobile Home is abandoned or vacated, or the Lease is otherwise terminated due to Resident's failure to abide by its

terms, Resident's security deposit shall be used for, among other things, to pay for the following:

1. The cost to repaint the home.
2. The cost to shampoo the carpet.
3. The cost to clean the home.
4. The sum of all Rent, utility and other charges due through the date of re-occupancy of the Mobile Home.

Failure to pay these additional charges will result in collection proceedings and the debt will be reported to the relevant Credit Bureaus.

26. PARTIAL INVALIDITY. If any term or provision of this Lease is held invalid or unenforceable, said invalidity shall not affect the remainder of this Lease which shall remain valid and enforceable to the fullest extent.

27. WAIVE JURY. **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.**
_____ **Initial here.**

28. RULES & REGULATIONS. The rules and regulations attached hereto and as may be revised from time to time by Community Owner, are hereby acknowledged and made part of this Lease. Resident understands that Resident's failure to abide by the Park's Rules and Regulations is a substantial violation of this Lease.

29. ADDENDA. See Smoke and Carbon Monoxide Detector Addendum, Fire Extinguisher Addendum and Disclosure of Information on Lead-Based Paint and / or Lead Based Hazards attached hereto and made a part hereof.

30. LOT LEASE. The terms and conditions of the attached Lot Lease is hereby incorporated into this Lease. In addition to the requirements set forth in this Lease, Resident is responsible for all terms, conditions and requirements as set forth in the Lot Lease as if same were fully written into this Lease.

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

Date _____

Resident _____
Date _____

Resident _____
Date _____

Resident _____
Date _____

SMOKE & CARBON MONOXIDE DETECTOR ADDENDUM

NOTICE: THIS DOCUMENT PLACES A DUTY UPON THE RESIDENT TO REGULARLY TEST THE SMOKE & CARBON MONOXIDE DETECTOR(S) AND REPORT ALL MALFUNCTIONS TO COMMUNITY OWNER IN WRITING.

THIS ADDENDUM is part of the Lease to which it is attached.

1. **Smoke & Carbon Monoxide (CO) Detector:** Resident acknowledges that as of this date, the Residence is equipped with one or more smoke & CO detectors; that Resident has inspected the smoke & CO detector(s); and that Resident finds it/them to be in proper working condition.
2. **Repair:** Resident agrees that it is Resident's duty to test and clean the smoke & CO detector(s) on a monthly basis and Resident agrees to notify Community Owner immediately in writing of any problem, defect, malfunction or failure of the smoke & CO detector(s).
3. **Maintenance:**
 - a. **Resident agrees to replace the smoke & CO detector(s) battery, if any, at any time the existing battery becomes unserviceable.**
 - b. **If after replacing the battery, the smoke & CO detector will not operate, Resident must immediately inform Community Owner of this fact.**
4. **Replacement:** Resident agrees to reimburse Community Owner for the cost of a new smoke & CO detector and the installation thereof in the event the existing smoke & CO detector(s) becomes damaged by Resident or Resident's guests or invitees.
5. **Disclaimer:**

RESIDENT SHALL INDEMNIFY AND HOLD COMMUNITY OWNER HARMLESS FROM ANY LOSS, COST, DAMAGE OR INJURIES TO PERSONS OR PROPERTY CAUSED BY (1) RESIDENT'S FAILURE TO REGULARLY TEST THE SMOKE & CO DETECTOR(S); (2) RESIDENT'S FAILURE TO NOTIFY COMMUNITY OWNER OF ANY PROBLEM, DEFECT, MALFUNCTION OR FAILURE OF THE SMOKE & CO DETECTOR(S); (3) THEFT OF THE SMOKE & CO DETECTOR(S) OR REMOVAL OF ITS/THEIR BATTERY/BATTERIES; (4) RESIDENT'S FAILURE TO COMPLY WITH THE TERMS OF THIS ADDENDUM.
6. **Entire Agreement:** The parties acknowledge that this Addendum is the entire agreement of the Resident and Community Owner relative to the smoke & CO detector(s) in the above referenced Residence.
7. **Term:** The term of this Addendum shall be for the same term as any Lease or rental agreement between the parties, or the period, during which the Resident occupies the Mobile Home, whichever is longer.

8. **Acknowledgment:** Resident acknowledges that Resident has read this Addendum and it places a duty upon Resident to regularly test the smoke & CO detector(s) and report all malfunctions of the same to Community Owner in writing.
9. **Validity.** If any term of this Addendum shall be illegal or unenforceable, the remaining terms or provisions hereof shall remain in full force and effect.

SIGNED this _____ day of _____ 20_____

Resident _____ Community Owner

FIRE EXTINGUISHER ADDENDUM

- 1. Fire Extinguisher:** Resident acknowledges that as of this date, the Residence is equipped with one or more fire extinguishers; that Resident has inspected the fire extinguisher(s); and that Resident finds it/them to be in proper working condition.
- 2. Repair:** Resident agrees that it is Community Owner=s duty to test and recharge the fire extinguishers(s) as needed and Resident agrees to notify Community Owner immediately in writing of any problem, defect, malfunction or failure of the fire extinguisher(s).
- 3. USE:**
 - a. Resident agrees to use the fire extinguisher in case of emergency only.**
 - b. If there is problem with the fire extinguisher, Resident must immediately inform Community Owner of this fact in writing.**
- 4. Replacement:** Resident agrees to reimburse Community Owner for the cost of a fire extinguisher and the installation thereof in the event the existing fire extinguisher(s) is becomes damaged or removed by Resident or Resident's guests or invitees.
- 5. Hold Harmless/Indemnification:**

RESIDENT SHALL INDEMNIFY AND HOLD COMMUNITY OWNER HARMLESS FROM ANY LOSS, COST, DAMAGE OR INJURIES TO PERSONS OR PROPERTY CAUSED BY (1) RESIDENT'S FAILURE TO NOTIFY COMMUNITY OWNER OF ANY PROBLEM, DEFECT, MALFUNCTION OR FAILURE OF THE FIRE EXTINGUISHER(S); (2) THEFT OR REMOVAL OF THE FIRE EXTINGUISHER(S) OR IMPROPER DISCHARGE OF THE EXTINGUISHER CONTENTS; (3) RESIDENT'S FAILURE TO COMPLY WITH THE TERMS OF THIS ADDENDUM. THESE PROVISIONS SHALL SURVIVE THE TERM OF THE AGREEMENT.
- 6. Entire Agreement:** The parties acknowledge that this Addendum is the entire agreement of the Resident and Community Owner relative to the fire extinguisher(s) in the above referenced Residence.
- 7. Term:** The term of this Addendum shall be for the same term as any Lease or rental agreement between the parties, or the period, during which the Resident occupies the Mobile Home, whichever is longer.
- 8. Acknowledgment:** Resident acknowledges that Resident has read this Addendum and it places a duty upon Resident to report all malfunctions of the fire extinguisher to Community Owner in writing.

9. Validity. If any term of this Addendum shall be illegal or unenforceable, the remaining terms or provisions hereof shall remain in full force and effect.

SIGNED this _____ day of _____ 20_____

Resident _____ Community Owner

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

- i. Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

- ii. Lessor has no knowledge of lead-based paint and/or lead based paint hazards in the housing.

b) Records and reports available to the lessor (check (i) or (ii) below):

- i. Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below).

- ii. Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (initial) _____

- c) Lessee has received copies of all information listed above.
- d) Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgement (initial) _____

- e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessor	_____ Date	_____ Lessor	_____ Date