

MANUFACTURED HOME & SITE RENTAL AGREEMENT

NAME OF THE COMMUNITY (the "Community")					
NAME OF MANAGEMENT (the "Management")					
ADDRESS FOR THE COMMUNITY					
NAME OF RESIDENT(S)					
NAME OF RESIDENT(S)					
HOME/SITE INFORMATION (collectively the "Premises")					
CURRENT STREET ADDRESS:					
SITE #		CITY		STATE/ZIP	
HOME		VIN #			

This Rental Agreement (the "Rental Agreement") is made and entered into this ____ day of _____, 20____, (the "Effective Date") by and between Management and Residents (collectively the "Residents") as listed above.

Management hereby rents to Resident and Resident hereby rents from Management the above-described Site and Home (collectively the "Premises") for the sole use as a private residence that is located in the manufactured home Community identified above, on the terms and conditions set forth below.

SECTION 1 TERM

- Term.** Resident has elected the term of this Agreement to be for a period of _____ months, to commence on the _____ day of _____, 20____, and shall end at 5:00 pm, local time, on the last day of _____, 20____ (the "Primary Term").
- Renewal.** This Rental Agreement shall automatically renew month-to-month ("MTM") tenancy unless either party gives written notice of termination at least thirty (30) days prior to expiration of Primary Term or any renewal period thereafter. If Resident should move from the Premises prior to the expiration of this time period, he shall be liable for all rent due until such time that the Premises is occupied by an approved paying Resident and/or expiration of said time period, whichever is shorter, unless and until properly terminated in accordance with this Rental Agreement or applicable State Law.
- List of Current Approved Residents and Occupants.** See attached [Schedule 1](#), attached hereto and incorporated herein for all purposes.

SECTION 2 RENT

- General.** Resident will pay Management monthly Rent as set forth in this Section for each full month during the term of this Agreement. **Monthly Rent owing by the Resident shall be due and payable on first (1st) day of each month.** Weekends, holidays, and mail delays do not excuse Resident's obligation to timely pay Rent. If the tenancy commences other than on the first (1st) day of a month, Rent and other charges shall be prorated at the rate of 1/30th of the full monthly rental rate per day. There shall be no proration for the last month of this Agreement. Rent forwarded by mail shall not be deemed paid until it is received by Management. Resident shall pay in addition to the Rent, all transaction, privilege, sales or similar

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_____/_____, Resident's initials
(Resident's failure to initial does not waive the responsibilities on this page)

taxes applicable to Rent. A receipt is available upon request. Rent is considered late after 5:00 pm local time on the first (1st) day of the month

2. Rent Definition. Rent is hereby defined as all amounts due under this Rental Agreement from time to time including, but not limited to, all payments, charges, fees and other amounts as set forth in this Section.

3. Base Rent; Additional Rent; Payment. Under this Agreement, Rents shall be paid without deductions or offset and shall be comprised of the following items: - **SEE SCHEDULE 2** for actual rent payments due under this Rental Agreement.

Example of Schedule 2 and Applicable Fees

Base Rent	
\$ -	Site Rent per month
\$ -	Home Rent per month
\$ -	Premium for New Home
\$ -	Premium for Sectional
\$ -	Premium for Location
\$ -	Discount for Width (< 16 foot)
\$ -	Discount Other
\$ -	Site Tax/School Fee (Required; applicable in Michigan Only)
\$ -	Total Base Rent per month (Site Rent plus Home Rent, including premiums, discount & special taxes)
Additional Rent (Other Fees & Charges that May Apply)	
\$ -	Trash per month
\$ -	Water
\$ -	Water Softener
\$ -	
TOTAL MONTHLY RENT DUE	
\$ -	Adjusted Total Rent Due (Base Rent + Additional Rent)

Additional Rent (Fixed Fees & Charges that May Apply)	
\$ 3.00	Site Tax (applicable in Michigan Only)
\$ 25.00	Storage Fees
\$ 25.00	Pet Fee per month*
\$ 50.00	Additional Occupant Fee per month
\$ 25.00	NSF Check Fee (if applicable)
\$ 50.00	Maintenance Fee per hour (1 hour minimum)
\$ 50.00	1st Late Fee (5th day after Rent is Due)
\$ 50.00	2nd Late Fee (10th day after Rent is Due)

*Monthly pet fees can apply after closing, billed to Resident for unregistered pets in lieu of a Pet Deposit. Pets must still become registered and it will charged until it reaches the maximum amount due under the Pet Addendum.

All Rent due under this Agreement and other charges and fees which may become due and payable hereunder shall be paid to Management at the office of the Community Manager, refer to [Schedule 2](#). Management may change such address from time to time by providing notice as provided in this Agreement. Include the Premises address, Site number and Resident's name on all payments. Resident may pay Rent in the form of a check, cashier's check, money order or other means acceptable to Management. **CASH PAYMENTS WILL NOT BE ACCEPTED.**

4. Rent Application. Any payment will always be applied first to the late fees or other charges or fees due under the Rental Agreement, then to the oldest delinquent monthly Rent due, for either the Site or Home, whichever is the oldest outstanding Rent balance due. Resident's failure to pay Rent and other charges when due is a material breach of the Rental Agreement.

5. Late Charges/Fees. Separate late charges will accrue on each month's Rent that is late or unpaid. Rent or other monies due paid after 5:00 pm local time shall be considered received the next business day unless a receipt is provided that day indicating its receipt that day. **If payment in full, plus any other applicable fee(s) or late charge(s), has not been received by 5:00 pm on the 5th day of the month, Management may give Resident a _____ Day Notice to Quit, Notice to Vacate, or Demand for Payment as appropriate after which time court eviction proceedings may be initiated. All late Rent must be paid by money order or certified funds.** Any dishonored check shall be treated as unpaid Rent, in addition to all other rights and remedies of Management and without prejudice to Management's right to terminate this agreement for non-payment of Rent or other amounts due.

6. **Partial Payments.** Acceptance by Management of a partial payment of the Rent/other amounts due shall not waive the Management's right to terminate this Rental Agreement for non-payment. **Resident's liability for rent/other amounts will continue until the home is either vacated and/or the end of the Rental Agreement whichever is more.** Management may apply payments to amounts due in whatever order it chooses, regardless of any attempt at restrictive endorsement.

7. **Insufficient Funds/Returned Checks.** Resident will pay Management \$25.00 for each check Resident tenders to Management which is returned or not honored by the institution on which it is drawn for any reason, plus any applicable late charges until Management receives payment in full. Management may require Resident to pay such amount and any subsequent amounts under this Agreement in certified funds. This section does not limit Management from seeking other remedies under this Agreement for Resident's failure to make payments on the due date with good funds. Resident must make any returned check good by paying such amount(s) plus any associated charges in certified funds. Thereafter, for a period of not less than six (6) months, Resident may be obligated to pay all rent and other charges by money order only.

8. **Maintenance/repair Charges.** These charges are billed on an hourly rate with a one-hour minimum charge per occasion of \$50.00.

9. **Additional Occupant Charge.** An additional occupant charge may be applied in the amount of an additional \$50 per person, per month for unauthorized occupants as outlined in Section 6.

10. **Keys.** Resident acknowledges receipt of an initial set of keys and acknowledges there is a cost to rekey that Resident incurs in the event Management must rekey the Premises, specifically, the Home.

11. **Other Charges and Fees.** All other charges and fees due hereunder from Resident to Management shall be paid no later than ten (10) days from the date notice of the amount due to is given to Resident.

12. **Rent Liability.** For Resident owned homes, Resident's liability for Rent will continue until the Home is either 1) removed from the Site in accordance with the terms of the Rental Agreement and Community Rules; 2) Sold in accordance with all provisions regarding on-Site resale of home as stated herein and in the Community Rules, and an agreement has been signed (or declined) by the new owners of the home along with receipt of a security deposit paid by the new owners; or 3) repossessed by the lienholder and the lienholder has commenced payment of rent to Management.

13. **Rental Increases.** During the Month-to-Month Term, if applicable, Management may, in Management's sole and absolute discretion, increase or decrease the Rent provided for in this Rental Agreement upon thirty (30) days prior written notice to Resident (or such longer period of time as is required by Law). If, within thirty (30) days of the receipt of such notice (or such longer period of time as is required by Law), Resident does not notify Management in writing that Resident is rejecting the increase, terminating the Rental Agreement and surrendering the Premises at the end of the notice period, then Resident shall be bound by the terms of the rental increase notice.

14. **Electronic Payments.** Management shall have the right, but not the obligation, to offer Resident the ability to make Rent payments hereunder pursuant to automated clearing house (ACH) debits or other electronic payment methods (collectively, "Electronic Payments"). If Resident has properly registered for Electronic Payments pursuant to Management's then current protocols authorizing Electronic Payments ("Electronic Payment Authorization"), then Resident hereby authorizes Management to initiate debit entries to Resident's approved checking and/or savings account(s), and to debit Rent payments from such account(s) in accordance with the terms and conditions of the Electronic Payment Authorization. The foregoing authorization shall remain in full force and effect until revoked in accordance with the terms and conditions of the Electronic Payment Authorization. Notwithstanding anything in this Rental Agreement (including, without limitation, any Electronic Payment Authorization) to the contrary, Resident acknowledges and agrees that Management's acceptance of any Electronic Payments shall not relieve Resident of its obligation to make timely payment of all Rent due hereunder.

SECTION 3 SECURITY DEPOSIT

1. **Security Deposit Addendum.** On or before the execution of this Rental Agreement, Resident shall have deposited with the Management, **a minimum Security Deposit of the sum equal to one month's Rent** before Resident takes possession of the Premises pursuant to that Security Deposit Addendum (**Addendum A**) attached hereto and incorporated herein for all purposes, to be held by the Management, without interest (unless otherwise required by Law).
2. **Management's Use.** If at any time Resident should fail to discharge its obligations under this Rental Agreement, Management may appropriate and apply any portion of the Security Deposit to indemnify Management for any damage caused by Resident's breach of the terms and conditions of this Rental Agreement including, but not limited to, damages to the Premises, and other charges due under this Rental Agreement, including but not limited to, late fees, utility or water/sewer charges, and monthly payment of Rent. Management reserves all other remedies provided for by Law. Any sums so used or applied by Management from said Security Deposit shall immediately be repaid by Resident to Management upon notice. Resident's liability is not limited to the amount of the Security Deposit if such liability exceeds the amount of the deposit.
3. **Return of Security Deposit.** Management shall refund the Security Deposit to Resident as provided in the attached Security Deposit Addendum, this Rental Agreement and by applicable Law. At the option of the Management, Management may pay any refund of the Security Deposit after applying all deductions, by one check payable and delivered to any Resident or one check jointly payable to all Residents but delivered to only one Resident. The amount of any refund will be calculated without regard to who paid the Security Deposit or whose conduct resulted in any deductions. Management shall mail the Security Deposit (less lawful deductions) and an itemized list of deductions no later than thirty (30) days (or such shorter period as may be required by Law) after Resident's surrender of the Premises or termination of the Rental Agreement, whichever occurs last.
4. **Forwarding Address.** Each Resident must provide written notice of the mailing address for any refund of the Security Deposit. Unless otherwise provided by Law, no part of the Security Deposit shall be refunded unless Resident supplies a forwarding mailing address for Resident.
5. **Sale or Transfer of Community.** In the event of any sale or transfer of the Community, Agreement or other transfer of the Premises, Management may transfer or assign said Security Deposit to the new Management, grantee or assignee. Upon grantee, assignee undertaking and assuming all Management's obligations hereunder the Resident shall look solely to such grantee or assignee for the return of the Security Deposit.
6. **Advance Rent.** The Security Deposit is not advance Rent and cannot be applied to Rent by Resident.

SECTION 4 UTILITIES

1. **General.** All utility services shall be paid for as indicated on the Community Utilities Addendum ([Schedule 3](#)) attached hereto and incorporated herein for all purposes. Unless otherwise set forth in this Agreement, or otherwise agreed to by Management in writing as set forth in this Agreement, payment of all utilities used by the Resident while Resident has possession of the Premises is the sole responsibility of the Resident. Any utility charges (water, sewer, gas, electric, telephone, cable etc.) billed to the Resident by a local utility company or by the Community, which if unpaid and becomes the responsibility of the Community, will be classified as past due additional Rent.
2. **Restrictions.** The Management shall not restrict Resident in Resident's choice of a Management of fuel, furnishings, accessories or goods or services connected with a Manufactured Home unless such restriction is necessary to protect the health or safety of the other Community Residents. The Management, however, may determine, by any rule or regulation, the style or quality of exterior equipment to be purchased by the Resident from a vendor of the Resident's choosing.
3. **Proof of Services.** Resident shall provide Management with written or other responsible proof as Management shall require evidencing Resident's obtaining of utility service from any applicable public utility or governmental entity before Resident shall have a right to initial possession of the Site in the event that Resident fails to provide such verification to Management within 15 days of the execution date of this Rental Agreement, the Rental Agreement shall automatically terminate with Resident within 15 days of the execution date of this Rental Agreement, the Rental Agreement shall automatically terminate with Resident agreeing that Management may deduct its damages from any pre-paid Rent or security before the return of any balance to Resident. Resident must continually maintain all such utilities required of Resident at all times during this Rental Agreement or any extension or renewal thereof

4. **Trash.** All garbage must be kept at all times in containers approved by the Management or provided by Management in Management's sole discretion. Such containers must be kept clean and undamaged at all times by Management in Management's sole discretion. Resident shall clean or replace any unclean or damaged container upon Management's request. The weekly disposal service does not include disposal of old furniture, carpet, toys, appliances, furnishing, carports, and tires. Resident is to call the Management for the telephone number of the waste hauler to directly arrange for removal of such items at the Resident's expense.

5. **Water.** Water service to the Premises may not be turned off or discontinued without the written consent of the Management. Resident must install an access valve for water turn-off at the main connection and a water turn-off valve at the water heater line for their manufactured home on the Site, not owned by Management. Resident should also make sure they have a back flow restrictor on their water line. Resident shall not leave hoses or sprinklers unattended and otherwise water is not to be left running for any reason. Any water leaks in any manufactured home on the Site not owned by the Management must be repaired immediately. Any water leaks in any manufactured home on the Site that is owned by the Management must be reported to the Management immediately. Resident may not at any time without the written consent of Management tamper or disturb utility meters, switch boxes or utility connections.

6. **Sub-metering.** If individual water meters are installed at the manufactured home Site, the water meters will be read by Management each month and each resident will be billed for their water consumption with payment due with the next monthly Rent due following Management's receipt of bill. Upon termination of this Rental Agreement and prior to Resident removing its manufactured home from the Community, Management shall prepare a bill for water consumption through the date of termination and Resident agrees to pay such amount before moving from the Community. No one is allowed to tamper with the water meters. Management may modify the manner, delivery and billing for these services and utilities.

- A. If individual water meters are not installed at each manufactured home Site, Management reserves the right to install individual water meters in the future. Residents will receive written notification at least 30 days in advance of such change in policy. In the event sub-meters are installed, the water meters will be read by Management each month and each resident will be billed for their water consumption with payment due with the next month's Rent following Management's receipt of bill.
- B. Upon termination of this Agreement and prior to Resident removing its manufactured home from the Community, Management shall prepare a bill for water consumption through the date of termination and Resident agrees to pay such amount before moving from the Community. No one is allowed to tamper with the water meters. In the event that an individual water meters are not available at the manufactured home Site, Management reserves the right to bill the Residents for their pro rata share for such services. In that event, payment shall be due with the next month's Rent following Management's receipt of the bill.

SECTION 5 RESIDENT APPLICATION

1. **Application Approval.** A Resident Application must be approved by Management before any Resident shall have the right to use or occupy the Premises. Only those persons listed in said Resident Application shall be permitted to occupy the Premises. The Premises shall not be used (i) for any illegal purposes or criminal activity, or (ii) in violation of any valid regulation of any governmental body or agency, or (iii) in any manner to create any nuisance or trespass.

2. **Guests.** Resident may not permit any guest to stay on the Premises longer than the time permitted by the Community Rules, as defined in Section 6, or three (3) days, or by applicable Law, without Management's written permission, whichever is greater.

3. **Additional Occupant.** In the event Management does not give its written permission for any additional occupants to occupy or reside at the Manufactured Home and/or Site after the execution of this Rental Agreement other than those listed in this Rental Agreement, there shall be an additional \$50.00 per person, per month increase in the Rent set forth in Section 2. A person will be deemed as "occupying" or "residing at" the manufactured Home and/or Site with the Resident if the person stays at the Home and/or Site for three (3) or more consecutive days-or-stays or total of two (2) or more weeks combined in any 12 month.

4. **Representation.** Resident represents to Management that any and all Applications for Residency that Resident or any other Resident Party have provided to Management in connection with this Rental Agreement including, without limitation, any financing applications, are true to the best of Resident's knowledge and belief. Misrepresentations or false statements on any such submittals are grounds for termination of this Rental Agreement.

SECTION 6 OCCUPANTS; GUESTS; RESIDENTS

1. **Approved Occupants.** Resident shall be fully responsible for the conduct of all members of his household and for all guests of Resident while in the Community. The Premises will be used solely as a private residence and occupied only by Resident(s) and the approved named individuals as outlined in Resident Application and as listed and/or modified in writing (see Schedule 1).

A. No other persons may reside on the Premises without Management's prior written consent and only after any such proposed Resident or Occupant 18 years of age or older has provided a completed Resident Application and enabling Management to obtain a background check and a credit report. Persons approved as Occupants, but not as Residents, shall have the right to remain in residence as long as Resident continues in tenancy, but if Resident ceases to reside on the Premises, any Occupants must at that time vacate unless approved by Management as Residents.

2. **Extended Absence.** Resident shall provide Management with at least seven (7) days advance written notice of any planned absence from the Premises which will exceed fourteen (14) consecutive days.

3. **Multiple Residents.** If there is more than one Resident, each Resident is jointly and severally liable for all obligations under this Rental Agreement. The violation of this Rental Agreement by any Resident Party is a violation by all Residents. Requests and notices from Management to any Resident constitute notice to all Resident Guests. A notice from, consent by (including consent for entry into the Premises) or action taken by any Resident is a notice from, consent by, or action of all Resident Guests. All demonstrations, inspections and explanations made by Management to one of the Residents shall bind all Residents with the same force and effect as if made to each Resident. In eviction suits, any one Resident is the agent of all other Resident Guests for purposes of judicial service of citation.

4. **Occupant Move-out.** An Occupant who has permanently moved out according to an affidavit signed by a Resident is, at Management's option, no longer entitled to occupancy of or keys to the Premises. The termination of such person's right of occupancy of the Premises shall not release such person from any obligations under this Rental Agreement unless specifically agreed in writing by Management.

5. **Bar from the Community.** That Management has the right to bar individuals from the Community, including but not limited to all common areas, facilities, homes, sites, the Community. Resident must inform Resident's guests of all Resident's rules and regulations. If the Community Rules are broken by Resident's guests, they may be barred from the Community and/or arrested for criminal trespassing. If the Community Rules and regulations are broken by a Resident or Occupant, it is grounds for termination of tenancy.

SECTION 7 COMMUNITY RULES AND REGULATIONS

1. **General.** The Community Rules and Regulations (the "Community Rules") are incorporated as terms and conditions of this Rental Agreement. These Community Rules are adopted to control the use of the Premises and common areas of the Community and to promote the peaceful and quiet enjoyment of all Community Residents. All Community facilities are provided by Management for the use and enjoyment of its Residents, Occupants and, in certain cases, family, guests or invitees of its Residents. Resident agrees to abide, and to insure that Resident's family, guests and invitees abide, by all Community Rules and any amendments thereto. By signing this Rental Agreement Resident acknowledges receipt of a copy of the current Community Rules as of the date hereof. The Community Rules (See **Addendum B**) and any amendments thereto are incorporated herein by reference and made a part hereof for all purposes.

2. **Amendments to Community Rules.** Management shall have the right to modify, amend, change or replace such Community Rules in Management's sole and exclusive discretion and at such time or times as Management may determine. Resident will be provided written notice of all changes thirty (30) days prior to the date the amendment or addition becomes effective, unless a change is required by lawful authority. Resident agrees to comply with these Community Rules as adopted and as may be amended from time to time; in accordance with applicable Law, without the consent of the Resident.

3. **Copies of Community Rules.** Copies of all current Community Rules will be posted, delivered and/or available to Resident in the Main Office of the Community during normal business hours.

4. **Fines/Fees.** In addition to any other rights of Management under this Rental Agreement, Management may impose a fine or fines on Resident to promote enforcement of and compliance with the terms of this Rental Agreement and/or the Community Rules. A violation of the Community Rules and Regulations shall be considered a breach of this Rental Agreement and may be cause for eviction.

SECTION 8 RESIDENT'S OBLIGATIONS

1. **General.** The following are additional duties and conditions which Resident agrees to comply with and violation of the same will result in eviction proceedings pursuant to this Rental Agreement:

- A. Keep the Manufactured Home, if Resident rents such, or the exterior Premises if Resident rents a Site, in clean and sanitary condition, free of garbage and rubbish;
- B. Refrain from the storage of any inoperable motor vehicles;
- C. Refrain from washing all vehicles except at an area designated by Management;
- D. Refrain from performing any major repairs of motor vehicles at any time;
- E. Refrain from the storage of any icebox, stove, building material, furniture or similar items on the exterior Premises;
- F. Keep the supplied basis facilities, including plumbing fixtures, cooking and refrigeration equipment and electrical fixtures in the manufactured home unit in a clean and sanitary condition and be responsible for the exercise of reasonable care in their proper use and operation;
- G. Not deliberately or negligently destroy, deface, damage, impair or remove any part of the Premises, Common Areas or Community or knowingly permit any person to do so;
- H. Conduct himself and require other persons on the Premises with his consent to conduct themselves in a matter that will not affect or disturb his neighbor's peaceful enjoyment of the Premises, Common Areas, or Community;
- I. Abide by any reasonable rules for parking within the Community which are clearly stated.
- J. Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near the Site.

2. **Liquid Filled Furnishings.** No liquid filled furniture, receptacle containing more than ten gallons of liquid is permitted without prior written consent and meeting the requirements of the Owner.

SECTION 9 PETS

1. **General.** No animals and/or pet of any kind shall be kept on or about the Premises, for any amount of time, without the express prior written consent and meeting of the requirements of the Management and execution of a Pet Addendum (See **Addendum C**). Such consent if granted, shall be revocable in Management's sole and absolute discretion upon giving Resident a 30-day written notice.

2. **Limitations.** There shall be a maximum limit of two (2) registered "domesticated" pets per household. No exotic pets are allowed. No animals or pets of any kind shall be kept on the Premises except those expressly permitted and registered in accordance with this Section, the Pet Addendum and the Community Rules.

3. **Breeds.** Certain breeds of dogs whose temperament and disposition are generally regarded to be dangerous or vicious are not allowed within the Community nor any other animal deemed dangerous by Management are allowed. This includes but is not limited to Pit Bulls, German Shepherds, Rottweilers, Chows, Doberman or Miniature Pinschers. Management reserves the right to determine whether a mixed breed dog will be approved.

4. **Pet Deposit.** If applicable, Resident shall deposit a non-refundable Pet Deposit with Management for the faithful performance of all terms and conditions of the Rental Agreement and pursuant to the Pet Addendum attached hereto, including but not limited to, the return of the Premises in good and clean condition, free of any pet damage and flea or other pest infestation at the completion of the term. Management shall conduct a cleaning of the Premises and the Pet Deposit will be used for that purposes.
5. **Termination.** Failure to abide by the Rental Agreement, Community Rules and Pet Addendum pertaining to pets will result in the immediate loss of pet privileges, removal of your pet from the Community, termination of tenancy and/or eviction proceedings.

SECTION 10

USE; OPERATION; MAINTENANCE OF PREMISES

1. **General.** Resident accepts and shall keep the Premises in good order and repair, maintain the yard and keep the Premises clean. Resident shall use the Premises for residential use only. Resident shall not commit, or allow to be committed, any waste or nuisance on the Premises for any unlawful purpose. Resident shall not store any junk or store any inoperable or unregistered vehicles on the Premises. At sole Management's discretion, any such junk or vehicles may be considered abandoned and Management reserves all rights to remove it from the Premises at Resident's cost. Additionally, Resident shall not allow items of clutter to exist on the Premises, such that all items, including children's toys and play items, lawn furniture, barbecue grills and the like, must be stored in a neat and orderly manner.
2. **Conditions of Premises.** Resident acknowledges that he has examined the Premises and that said Premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached Home Walk-Through Checklist (see [Schedule 4](#)), if any, and/or all other items provided by Management are in good satisfactory conditions except as may be indicated elsewhere in this Agreement. Resident agrees to keep the Premises and all items in good order and good condition and immediately pay for cots to repair and/or replace any portion of the above damaged by Resident, occupants, guests and/or invitees, except as provided by Law.
3. **Resident Use and Occupancy.** The Premises shall be used only by Resident and only for Resident purposes. Occupancy of the Home is restricted to no more than two (2) persons per bedroom except by prior written consent of Management or local and/or state Law that may have different requirements. No commercial or business activity or enterprise shall be conducted by Resident in the Community. Any person over the age of 18 living in the Premises must be approved as a Resident and must agree to be bound by the terms of this Rental Agreement, and must be a Resident or Occupant under this Rental Agreement.
4. **Governmental and Private Regulations.** Resident shall occupy and use, and shall cause each Resident or Occupant to use, the Premises in compliance with (i) all Laws and (ii) all reasonable rules and regulations of the Management whenever promulgated, including, without limitation, the Community Rules and Regulations. Resident shall indemnify and hold Management harmless with respect to any violation of this provision. Any criminal activity as defined by Federal, State or Local law, conducted on or near the Premises or in the Community will be grounds for immediate eviction.
5. **Mutual Enjoyment.** Resident shall not interfere with the lawful and proper use and enjoyment by any other Community Residents or Occupants or the Community or any part thereof, including Common Areas and other Sites. Resident shall not permit the playing of audio/visual appliances such as radio, television or musical instruments, or the making of any other sounds or noises at levels loud enough to be heard by other Community Residents or Occupants and shall not become a nuisance or disturbance to any other persons. Resident shall not unreasonably interfere with Management's operating of the Community.
6. **Common Areas.** The Common Areas are for the mutual use and enjoyment of all Community Residents or Occupants and their guests when accompanied by a Community Resident or Occupants. Use of the Common Areas will be at each Resident guest's risk. If any Resident guest's uses the same, they shall do so at their own risk and Resident shall hold Management harmless with respect to such use. Management will not at any time provide supervisory personnel. The Resident guests must abide by the standards and rules and hours posted in the applicable Common Areas, including but not limited to swimming pool rules. If applicable, Residents must complete a Swimming Pool Waiver prior to the use of those facilities (see Addendum D).
7. **Mold.** Resident and Management agree that they desire to keep the Premises free from unhealthy conditions, including excess moisture and the growth of mold and mildew. Resident's failure to properly maintain the Premises free of unhealthy conditions, including excess moisture and the growth of mold or mildew, or to report to Management any evidence of leakage or orders, will be material noncompliance with the terms of this Rental Agreement and grounds for termination and eviction.
8. **Basic Repairs, Improvements and Maintenance.** Resident agrees to notify Management immediately of any defective condition of the Premises or the Community which the Resident has reason to believe is the duty of Management to

repair (if any). Resident shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the Premises neat and clean. Resident shall maintain the Home in accordance with this Agreement, the Community Rules and any other local government codes, ordinances and regulations. Resident agrees that no painting shall be done on or about the Home without prior written consent of Management. Resident shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause clogging of the drains. Resident shall pay for all cleaning out of any plumbing fixtures that may be needed to be cleared and for the expense or damage caused by stopping of waste pipes or overflow from fixtures, i.e. bathtubs, sinks, toilets. Management may complete such maintenance and repair and assess the cost and charges to Resident, which must be paid within thirty (30) days unless other arrangements are made in writing. These charges are billed on an hourly rate with a one-hour minimum charge per occasion.

9. Parking. Each home site is permitted two (2) vehicles and must be parked in specific areas as designated by management. Illegally, inoperable or unlicensed vehicles may be towed and/or removed at management's discretion and at the risk and expense of the vehicle's owner's. All Residents must register their vehicles with Management.

10. Right of Entry and Inspection. Management may enter, inspect, and/or repair the Premises at any time in case of emergency or suspected abandonment. Except in case of emergency, Management shall give Resident reasonable notice of intent to enter, for all other purposes, 24 hours advance notice shall be deemed reasonable. Management is permitted to make all alterations, repairs and maintenance that in Management's judgment is necessary to perform.

- A. Resident agrees that, to the fullest extent allowed by Law, at all reasonable times during the Rental Term, Management and its agents (including Community Manager) may enter the Premises for purposes of for normal inspections and repairs, cleaning, for showing the Premises during normal business hours to prospective renters, buyers, lenders; for smoke alarm inspections, and/or, posting of notices or utility bills, or, in the event of an emergency, to perform acts Management deems necessary for the protection of the Premises or safety of Community Residents or other persons.
- B. Resident may also give his consent (which consent may be verbal). Additionally, Resident agrees that such entry shall not constitute an eviction of Resident in whole or in part and that all Rent due and payable by Resident under this Rental Agreement shall in no way be abated or reduced by reason of inconvenience, annoyance, disturbance or injury to Resident due to such access. Resident agrees not to hold Management responsible for any acts or omissions by any of Management's Related Parties while entering the Premises and/or the Home pursuant to this Section.
- C. Resident shall not, without Management's prior written consent, add, alter or re-key any locks to the Home. At all times, Resident shall be provided with a key or keys capable of unlocking all such locks and gaining entry. Residents shall incur a cost to rekey the home.

11. Return of Premises. At the termination of this Rental Agreement all of the above items in this provision shall be returned to Management in the clean and good condition except for reasonable wear and tear and the Premises shall be free of all personal property and trash not belonging to Management. It is agreed that all dirt, holes, tears, burns, and stains of any kind or size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the Premises, do not constitute reasonable wear and tear. For Resident owned homes, any damage to the driveway or any other portion of the Premises or the Community caused by the installation or removal of the Home or its improvements not repaired to Management's satisfaction may, at Management's discretion, shall be charged to Resident as Additional Rent.

12. Damage/Destruction of Home. If the Home or a significant portion of the Home is damaged or destroyed by fire or other casualty during the Term of this Agreement not due to Resident's willful act or negligence, the Rent will be abated during the time that the Home is uninhabitable. If Management decides not to repair or rebuild the Home, then this Rental Agreement shall terminate and the Rent shall be prorated up to the time of the damage. Any unearned Rent paid in advance shall be refunded to Resident.

13. Alterations; Additions; Improvements. Resident shall not make any alterations, changes, addition or make any replacements of the improvements to the Premises (including but not limited to fences) to the exterior or interior of any manufactured Home unit owned by Management, nor perform or have performed any digging or disturbance of the sub-surface of the Community grounds without having first obtained the Management's written consent and said alterations shall not exceed the scope of that set forth in said consent. Resident's alterations may only be made to the extent, conditions and specifications given in written consent and said alterations shall not exceed the scope of that set forth in said consent.

- A. Resident in making such permitted alterations and improvements to the Premises shall do so in a workman-like manner, shall comply with all applicable building and safety codes, permits and regulations and shall not in any way harm the Premises or Common Areas or Community or, specifically any Home owned by Management or its affiliates. Any such alterations or improvements that are considered "fixture or accessions or accessions" as defined by law shall become a part of the manufactured home, unless Management grants permission to remove the fixture or accessions or accessions or requests Resident to remove the fixture or accessions or accessions.
- B. If the Management gives permission to remove the fixture or accessions or accessions, of it the Management requests said fixture or accessions or accessions be removed, Resident, at Resident's sole cost and expense, shall upon removing the fixture, accessions or accession, put the manufactured Home and/or Site into like condition as existed prior to the

installation of such fixture or accession or accession. In all cases, Management shall not be responsible to Resident for any loss for any fixture or accession for any reason, including destruction of the manufactured Home and/or Site.

14. Liens. Resident shall pay promptly when due all claims for work and materials furnished to Resident upon credit for the manufactured Home and/or Site and Resident shall not at any time allow any mechanics, chattel or any other lien for any such work or materials to attach to or affect the Premises or Community. Whenever any mechanics, chattel or other lien shall have been filed against the manufactured Home and/or Site or Community based upon any act or interest of the Resident or of anyone claiming through the Resident or if any security interest shall have been filed for or affecting materials, machinery, or fixture or accessions or accessions used in the construction, repair, alteration or operation of the manufactured Home and/or Site or Community, this shall constitute a material breach of this of this Rental Agreement by Resident and in addition the Resident shall immediately take such action by bonding, deposit, waiver, or payment as will remove the lien or security agreement.

A. Management, in Management's sole discretion, may opt to pay the amount of such mechanic's or other lien or security interest or discharge the same by deposit and the amount so paid or deposited with interest thereon at ten percent (10%) per annum, shall be deemed additional Rent and shall be immediately due and payable as additional Rent and failure to make sure immediate payment shall be a material default of Resident under this Rental Agreement.

15. Removal of Resident Owned Manufactured Home. Resident must notify Management of Resident's intention to remove the home from the Site at least thirty (30) days in advance of the date of the removal. This notice must be in writing. Resident's failure to properly notify Management will result in Resident's continued liability for Rent for the next full rental period following Management's receipt of such notice. All rent and other charges owed by Resident must be paid in full prior to the removal of the Resident's home. The removal of a home prior to the expiration of the Rental Agreement term may result in the Resident's continued liability for rent until the expiration of the Agreement Term or until Management is able to agreement the Site, whichever occurs first.

- A. Additionally, Resident must provide Management with written notice forty-eight (48) prior to the home actual dated to be moved out of the Community.
- B. Any personal property after the removal of the Resident's home left behind shall be deemed to be forfeited and shall become property of the Management.
- C. If Management removes Resident's owned home or any personal property from the Site for any reason, including but not limited to, Resident's abandonment of the home or Management's right to remove home pursuant to a court order, Resident shall be responsible for all expenses incurred in removing the home or other property from the Site.
- D. Should Resident use an outside contractor to remove a home, said contractor and all sub-contractors who will disconnect and/or transport the home on the Premises of the Management must have liability insurance of property damage and personal injury with limits not less than one million (\$1,000,000.00) dollars. Proof of this insurance and a rider giving the Management notice prior to cancellation of this insurance must be provided to the Management before the Resident's contractors will be allowed to come on the Premises to disconnect and/or remove the home.

16. Installation. Resident agrees that the manufactured home shall be installed (set-up and tied-down) in accordance with the State Manufactured Housing Standards and other applicable government statutes, ordinances, rules and regulations which may apply. Resident agrees that such installation is Resident's responsibility and Management shall in no way be liable or responsible for any improper installation. Management reserves all rights to approve any home before it is permitted to be placed in the Community. Resident acknowledges that, unless the home is purchased from the Management, Management has no responsibility for the installation of the home, and hereby agrees to hold the Management harmless from any claims related to the installation of the home. No delay in the installation of any home by any party other than the Management will justify the withholding of any rent payment due from the Resident pursuant to this Rental Agreement.

17. Abandoned Property. Management may retain destroy, or dispose of any property abandoned on the Premises upon termination of this Agreement or, in any manner allowed by Law. All structures and other property which remain on the Site for more than five (5) days after Resident removes or abandons the home, will be deemed abandoned and Management may dispose of same. In the event of the sale of abandoned or repossessed property, the Management shall, after payment of all outstanding rent, fees, costs, and expenses to the Community, pay any remaining balance to the title holder of the abandoned or repossessed property. If the Resident cannot be found after sending a notice by certified mail to the Resident's last known address, then after 90 days, the funds shall be forfeited.

SECTION 11

TERMINATION OF TENANCY; HOLDOVERS; DEFAULTS; EVICTION

1. Termination. Management may immediately terminate this Rental Agreement for an Event of Default as set forth in Section 11 below.

- A. After expiration of the Term, this Rental Agreement is automatically renewed in accordance with Section 2, but may be terminated by either party upon thirty (30) days written notice of intent to terminate as outlined in Section 2 above. Where Laws required "just cause", such cause shall be so stated on said termination notice. The Premises shall be considered vacated only after all areas including storage areas are clear of all Resident's belongings, and keys and other property furnished for Resident's use are returned to Management.
- 2. Notice of Termination.** Management shall not be deemed to have terminated this Rental Agreement unless such termination is in a writing signed by Management expressly terminating this Rental Agreement. Management may terminate Resident's right of occupancy of the Premises by giving Resident notice in accordance with applicable Laws, and be entitled to immediate possession by eviction suit.
- A. To the extent permitted by Law, Management may give notice to vacate, if required, by any of the following methods: (i) personal delivery to any Resident; (ii) personal delivery at the Premises to any occupant 15 years of age or older; (iii) affixing the notice to the outside of the main entry door of the Home; or (iv) as otherwise permitted by Law. In the event the Resident shall be in default of Rent and/or any other term or provision of this Rental Agreement, Management may make such demand of Resident as required by Law and proceed with legal action to regain possession of the Premises and dispossess Resident, all without terminating Resident's obligations under the Rental Agreement. If Management regains possession of the Premises pursuant to this paragraph, Management shall use reasonable efforts to rent the Premises and shall apply any rent received first to costs/fees to recover possession and restore the Premises to rentable condition, then to sums due by Resident pursuant to this Rental Agreement and applicable State Law.
- 3. Resident Holdover.** Should the Resident hold over beyond the termination date or fail to vacate all possessions on or before the termination date, or after eviction, Resident shall be liable for additional Rent and damages which may include damages due to Management's loss of prospective new renters, or any other damages allowed under Law. If Resident shall remain in possession of the Site after the expiration of this Rental Agreement without having notified Management of Resident's acceptance or rejection of a renewal of the Rental Agreement as described in Section 2 above, and without the Management's consent, the Resident shall pay to the Management a sum, not to exceed twice the monthly rental under the previous Agreement, computed and prorated daily for each day Resident shall remain in possession or the Agreement shall terminate in Management's sole discretion.
- 4. Event of Default.** Any of the following shall be deemed an **Event of Default**:
- A. The failure to pay any Rent, fees, charges or any sums related to the Premises when the same becomes due and the failure continues for five (5) days.
 - B. Resident's failure to perform or observe any other covenant, term or condition of this Rental Agreement, any schedules, attachments, addendums, Community Rules or Laws to be performed or observed by Resident and, if curable, the failure continues for more than twenty-four hours after notice thereof is given to Resident, Management may terminate this Rental Agreement
 - C. Resident defaults, after any applicable notice and cure period, on any term or condition to be performed by it pursuant to any other written agreement by and between Resident and any of Management's Related Parties, including, without limitation, any supplemental agreement with any of Management's Related Parties.
 - D. Abandonment of the Premises.
 - E. Resident has given incorrect or false information on any application for residency or financing (if applicable);
- 5.** In addition to any other default set forth in this Section and elsewhere in this Rental Agreement, Resident shall be in default of this Rental Agreement if,
- A. Any Resident party violates any Laws with respect to the use or occupancy of the Premises or the Community (regardless of whether an arrest or conviction occurs);
 - B. Resident's disorderly conduct or violation of any Law, including engaging in any criminal enterprise or activity such as, but not limited to, the illegal manufacture or distribution of a controlled substance.
 - C. Resident's failure to comply with local ordinances and State Laws regulating manufactured homes.
 - D. During the Rental Agreement Term, Management becomes aware that Resident or any Occupant commits or has committed a crime with respect to any drug-related offense, sexual offense, crime against person or property, or any other felony (regardless of whether arrest or conviction occurs).
 - E. During the Rental Agreement Term, Management becomes aware that Resident or any Occupant is or has been listed on a registry of sex offenders;
 - F. During the Rental Agreement Term, Management becomes aware that any Resident Party within the Premises or Community with Resident's consent commits or has committed a crime in the Community or on the Premises with respect to any drug-related offense, sexual offense, crime against person or property, or any felony (regardless of whether arrest or conviction occurs);
 - G. Any illegal drugs or paraphernalia are found on or in the Premises;

- H. Management reasonably believes that Resident or any Additional Live-in Resident is participating in, or has participated in, gang-related activity, or is or was otherwise associated or affiliated with gang-related;
 - I. Resident or any Occupant has been, is or becomes a Prohibited Person designated by the United States government as a person who commits or supports terrorism or is involved in international narcotics trafficking.
6. **Eviction.** Management may terminate the agreement and evict a Resident for any one or more of the following occurs:
- A. Resident occurs defaults under the terms and conditions of this Rental Agreement, or any renewal of this Rental Agreement or,
 - B. Resident defaults or fails to abide by the Community Rules and Regulations

SECTION 12 REMEDIES

1. **Management Remedies.** Upon a default by Resident, after the lapse of any applicable statutory cure period, Management shall have all remedies available at Law, equity and pursuant this Rental Agreement, all of which may be pursued individually, successively or together.
- A. **Event of Default:** Upon the occurrence of any Event of Default by Resident, Management may, in its sole discretion, in addition to any other remedy or right it has hereunder or by Law, re-enter the Premises, without demand or notice, and resume possession by action in Law or equity or by reasonable force or otherwise and without being liable in trespass or for any damages and without terminating this Agreement. Management may remove all persons and property from the Premises and such property may be removed and stored at the cost of the Resident.
 - B. **Resident Holdover:** In the event of a Resident Holdover as stated in Sections 11 herein, Management may remove the Resident's manufactured home from the Premises, any items remaining on the Premises for fifteen (15) days shall become the property of the Management and disposed of at Management's sole and absolute discretion.
 - C. **Abandonment:** In the event of Resident Abandonment of the Premises, in order to clear such abandoned Premises, Management may enter the Premises, manufactured home and storage facilities/shed/barn to remove and store all property of every kind found therein. Management may impose reasonable charges for storing seized or abandoned property and may sell the same at a private or public sale after thirty (30) days written notice to Resident of the time and place of such sale, and Management shall have the right to become purchaser upon being the highest bidder at such sale; the notice shall be deemed to have been given at the time of the placing such notice in the U.S. mails, postage prepaid, certified, or registered mail to Resident at the street or post office address hereinabove set forth. Sale shall be to the highest cash bidder and the proceeds shall be held by Management for Resident and Management shall notify Resident of such surplus monies in the same manner required for notice of the sale. It is expressly agreed that all of the lien provisions of this section and the procedures contemplated thereby shall be available to, and may be done by, Management without the necessity of any prior court hearing, proceeding or order. Management shall have no liability to Resident whatsoever for any acts or actions taken or performed pursuant to the provisions of this section.
 - D. **Eviction of a Resident:** Management may terminate the agreement and evict a Resident for an Event of Default as set forth in Section 11 herein.

SECTION 13 TAXES; INSURANCE

1. **Personal Property Taxes.** (If applicable) Resident agrees to pay all property and/or service taxes assessed against their manufactured home by the original due date and to provide Management with written receipt evidencing such payment within 60 days after the original due date. Failure to timely provide such receipt will constitute an Event of Default under this Rental Agreement.
2. **Management's Insurance.** Resident acknowledges that Management's insurance does NOT cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall Management be held liable for such losses. Resident is hereby advised to obtain his own insurance policy to cover any personal losses. **RESIDENT ACKNOWLEDGES NOTIFICATION THAT MANAGEMENT'S INSURANCE DOES NOT INSURE RESIDENT, A RESIDENT OWNED HOME NOR ANY OF THE CONTENTS OF THE HOME AGAINST LOSS OR DAMAGE DUE TO FIRE, THEFT, VANDALISM OR OTHER CASUALTIES OR CAUSES.**

3. Resident's Insurance. Resident shall, at Resident's sole cost and expense, maintain in force during the Rental Agreement Term the following insurance:

- A. General Liability Insurance with such limits and in such forms as Management shall reasonably require from time to time during the Rental Agreement Term.
- B. Homeowner's Insurance. Resident is responsible for insuring Resident's personal property, including the home if the Resident owns their own home. Resident shall procure a manufactured home comprehensive insurance policy insuring Resident against loss, damage and liability for personal injuries which may occur on the Site or within the manufactured home and furnish a copy of the policy to Management.
- C. Such other insurance and with such limits as Management shall reasonably require from time to time during the Rental Agreement Term.
- D. Form of Policies. Each insurance policy required to be maintained pursuant to this Rental Agreement shall (i) name Management as additional non-contributory insured's or loss payees, as applicable (ii) be issued by one or more responsible insurance companies licensed to do business in the State in which the Community is located and (iii) shall provide that such insurance may not be canceled or materially amended without thirty (30) days' prior written notice to Management. Resident shall deliver to Management certificates of insurance of all policies and renewals thereof to be maintained by Resident hereunder (i) not less than ten (10) days prior to the Commencement Date, (ii) Not less than ten (10) days prior to the expiration date of each policy and (iii) Within a reasonable time after Management's written request

4. Failure to Obtain Insurance. In the event that Resident fails to maintain and pay for any of the insurance required by this Rental Agreement, Management may (but without obligation to do so) procure such insurance and pay the premiums therefor, in which event Resident shall repay Management, as Additional Rent, all sums so paid by Management within thirty (30) days following Management's written demand to Resident for such payment.

5. Waiver of Subrogation. Resident hereby waives any and all rights of recovery, claim, action or cause of action against Management's Related Parties for any damage that may occur to the Premises, the Home and/or any personal property therein by reason of any cause which is insured against under the terms of any insurance policies required to be maintained hereunder, regardless of cause or origin, including the negligence of any of Management's Related Parties; provided, however, that the waivers in this Rental Agreement may not be voided, avoided, vitiated or otherwise modified in the event that Resident fails to maintain the insurance that is required to be maintained pursuant to this Rental Agreement. Resident agrees that no insurer shall hold any rights of subrogation against any of Management's Related Parties. Resident agrees that its insurance policies shall be endorsed or otherwise written to provide that no insurer shall hold any rights of subrogation against any of Management's Related Parties.

SECTION 14 ASSIGNMENTS AND SUB-LETTING

1. Assignment: The Community is intended to be a Resident occupied Community. Management or its affiliates only shall have the right, at its sole discretion, to own and rent homes to approved Residents. Resident agrees not to transfer, assign or sublet the Premises or any part thereof, without the express prior written consent of the Management, which may be withheld in Management's sole and absolute discretion. A violation of this section shall be considered a breach of this Agreement. Any purported transfer without the prior written consent of Management is null and void.

- A. Any approved transfer or sublease of the Rental Agreement, the approved assignee, grantee or replacing Resident is not permitted to further sublease or allow any other person to occupy the Premises, except for Guests. A departing Resident's claim to any Security Deposit automatically transfers to the replacing Resident, assignee or transferee upon the date of Management's written approval of such replacement, and the departing Resident shall have no rights or claims to the Security Deposit against Management. Notwithstanding anything in this Rental Agreement to the contrary, Management may, as a condition to its consent to any assignment of this Rental Agreement, require replacing Resident to deposit an additional security deposit with Management.
- B. If Resident attempts to assign this Rental Agreement or allows the Premises to be occupied by anyone other than Resident, Management may collect Rent and other charges due under this Rental Agreement from the assignee or occupant, and apply the net amount collected to the amount herein due and such collection shall not be deemed a waiver of the condition herein against assignment or subletting, or as an acceptance of the assignee or occupant as a lawful and approved resident of this Community or of the Premises and Resident shall remain liable to Management for all provisions of this Rental Agreement

2. Sale of Home or Community. In the event of any sale, purchase agreement, or other transfer of the Community, Home or Site, Management may transfer or assign said security deposit to Management's grantee or assignee, including but not limited to, transfer or assigns to an affiliate of Management. Upon grantee or assignee, undertaking and assuming all of Management's obligations hereunder the Resident shall solely look to such grantee or assignee for the return of the security deposit.

SECTION 15 MANAGEMENT'S RIGHTS, DUTIES AND OBLIGATIONS

1. Management's Cumulative Rights. No right or remedy herein conferred upon or reserved to Management is intended to be exclusive of any other right or remedy. Each and every right and remedy shall be cumulative and in addition to any other right and remedy given hereunder, now or hereinafter, existing at Law or in equity or by statute.

2. Management's Duties and Obligations.

- A. Keep all exterior property areas not in the possession of the Resident, but part of the manufactured home Community property, free from all species of weeds and plant growth which are generally noxious or detrimental to the health of the Residents;
- B. Maintain all electrical, plumbing, gas or other utilities provided by Management in good working condition with the exception of emergencies after which repairs must be completed within a reasonable period of time;
- C. Maintain all subsurface water and sewage lines and connections in good working order;
- D. Respect the privacy of the Residents and if only the Site is rented, agree not to enter the manufactured home without the permission of the manufactured home owner, and if the manufactured home is the property of the Management, to enter only after due notice to the Resident, provided, the Management, Community owner and their representative may enter without notice in the event of an emergency;
- E. Maintain all roads within the manufactured home Community in good condition.

3. Management's Right to Perform Resident Duties. If Resident fails timely to perform any of its duties under this Rental Agreement, Management shall have the right (but not the obligation), to perform such duty on behalf and at the expense of Resident without prior notice to Resident, and all sums expended or expenses incurred by Management in performing such duty (together with any lawful hourly labor charges that Management may impose from time to time, collectively, "Maintenance Fees") shall be deemed to be Additional Rent under this Rental Agreement and shall be due and payable upon demand by Management as outlined here and in Section 2 herein.

4. Lien Rights. To the extent permitted by Law and contract, Management shall have a legal possessory lien on the Home and Resident's personal property for any unpaid Rent, including, without limitation, any additional Rent as defined here and in Section 2

SECTION 16 MISCELLANEOUS PROVISIONS

1. Additional Terms & Conditions. (Specify "none" if there are not additional provisions): NONE.

2. Armed Services. In the event that Resident is now or becomes (except for voluntary enlistment) a member of the Armed Forces of the United States on active duty and receives change-of-duty orders to depart the local area, or is relieved or discharged from active duty, then Resident may terminate this Agreement by giving Management thirty (30) days' prior written notice, provided that Resident is not otherwise in default or breach. In such event, Resident agrees to furnish Management a certified copy of such official orders which warrant termination of this Agreement; it is expressly provided, however, that orders authorizing base housing shall not constitute change-of-duty warranting termination by Resident.

3. Brokerage. Resident represents and warrants to Management that it has not dealt with any real estate agent, broker or other finder in connection with the execution and delivery of this Rental Agreement. Resident hereby agrees to indemnify and hold Management's Related Parties harmless of and from any and all losses by reason of any claim of or liability to any broker or other person claiming through Resident and arising out of or in connection with the negotiation, execution and delivery of this Rental Agreement.

4. Change of Terms. The terms and conditions of this Rental Agreement are subject to future change by Management after the expiration of the Rental Agreement and upon thirty (30) days written notice setting forth such change and delivered

to Resident.

5. Compliance with Laws and Ordinances. The Resident is required to abide by all federal, state, county and local laws and ordinances. Resident is further obligated to comply with and abide by the State Board of Health Rules and Regulations.

6. Counterparts; Facsimile. This Agreement may be executed in one or more counterparts, each of which will constitute an original, and all of which together shall constitute one and the same agreement. Executed copies hereof may be delivered by facsimile or other means of electronic delivery and, upon receipt, shall be deemed originals and binding upon the parties hereto.

7. Credit Reporting. Management may report Resident's payment history, outstanding balances, returned item fees, late fees and all Rental Agreement defaults, including unpaid Rent, other amounts due and/or insufficient funds or returned checks, to any national or local credit bureau or other similar collection or credit reporting service for permanent recordation in Resident's credit record as well as to any national or local Resident reporting bureau.

8. Definition of Site; Home; Premise. The Premises is comprised of the area on which the Home is installed, together with the patio area, driveway or contiguous Community space(s), if any, and the lawn area, which Resident may be required to maintain as stated in this Rental Agreement and/or Community Rules and Regulations. The Site does not have any fixed boundaries or site lines, and the actual size of the Site may vary from time to time during the term of this Rental Agreement or any extensions of the Rental Agreement, depending upon the size of the manufactured homes which are, or may be, installed on the adjacent sites.

9. Eminent Domain. In the event that any governmental body or agency, or any entity which has the right of eminent domain, takes or condemns all or any part of the Premises of such a portion of the Community that it is no longer reasonably suitable for use as a manufactured home community, at Management's sole discretion, for any public purpose by right of eminent domain, this Agreement shall terminate on the date that possession of such property is taken. Management shall be exclusively entitled to any payment or award for the taking of any or all of the Premises.

10. Entire Agreement; Additional Documents and/or Amendments. This Rental Agreement, along with the applicable addendums attached hereto, the Resident Application, and the Community Rules, constitutes the entire agreement between the parties regarding the subject matter of this Rental Agreement and supersedes any prior understanding or representation of any kind preceding the date of this Rental Agreement. There are no other promises, conditions, understandings or other agreements relating to the subject matter of this Rental Agreement. Resident certifies that no other representations, either written or oral, were made by Management or relied on by Resident as an inducement for the execution of, or as consideration for this Rental Agreement. Resident acknowledges receipt of a copy of each of these documents. This Rental Agreement shall not be modified or amended except as expressly set forth in writing and executed by the parties.

11. Fair-Housing. Management and the Community Manager offer Equal Housing Opportunities. Management does business in accordance with State and Federal Fair Housing laws and will not discriminate against any person because of race, color, age, religion, sex, handicap, familial status or national origin in: the sale or rental of housing or sites; advertising the sale or rental of housing; financing of housing; or providing real estate brokerage services.

12. Governing Law; Conflicts. This Rental Agreement shall be governed under the Laws of the State in which the Community is located. To the extent that any Laws of the State impose any requirement on Management or Resident that are contrary to any provision of this Rental Agreement or prohibit the inclusion in any Rental Agreement of any provision included in this Rental Agreement, this Rental Agreement shall be deemed to be amended so as to comply with such Law. The reformation of any provision of this Rental Agreement shall not invalidate this Rental Agreement. If an invalid provision cannot be reformed, it shall be severed and the remaining portions of this Rental Agreement shall be enforced.

13. Indemnification. Management shall not be liable for Resident's obligations hereunder, and Resident's obligations shall not be diminished because of, and Resident agrees to indemnify and hold Management harmless against, any loss, claim, demand, liability, cost, damage or expense of any kind (including, without limitation, reasonable attorney's fees and legal expenses) to Resident, Management or any other person or entity, caused or alleged to be caused, directly or indirectly, by Resident's use of and tenancy of the Premises, any inadequacy of the Premises for any purpose, any defect therein, the use or maintenance thereof, or any consequential or other damage of any nature. The provisions of this Section shall survive any termination of this Lease. Furthermore, Management will not be held responsible for acts of God or any other natural causes which may arise.

14. Joint and Several Liability. Should more than one person execute this Rental Agreement as Resident, all such persons shall be jointly and severally liable for all the terms, conditions, covenants, and provisions contained herein; provided, however, that any act or signature to or by one or more of the persons executing this Rental Agreement as Resident shall be fully binding on all such persons. This Rental Agreement shall extend to and be binding upon and shall inure to the benefit of the heirs, executors, personal representatives, successors and administrators of Management and Resident, to the extent herein permitted.

15. Lead Notification Requirement. (If Applicable). For rental dwellings built before 1978, Resident acknowledges receipt of the following: (Resident to initial)

_____: Lead Based Paint Disclosure Form

_____: EPA Pamphlet

16. Legal Fees. To the extent allowed by applicable Law, it is agreed and understood that in the event Management institutes legal proceedings against Resident for any default or breach hereunder as it relates to this Rental Agreement. Resident's use of the Premises, or eviction of the Resident or Occupant, Management shall be entitled to payment of all expenses of collection and those expenses, including attorney's fees, associated with any action or proceeding involved in connection with such litigation in obtaining compliance with requirements of this Rental Agreement. Further, Resident shall pay any and all reasonable costs and attorney fees incurred by Management in Management's enforcement of this Rental Agreement whether or not legal action is instituted. These fees and expenses shall constitute Additional Rent to be paid by Resident, payable on demand.

17. Liability. Management shall not be liable for any loss of, or damage or injury to, the person or property of any Resident Party caused by but not limited to: (a) any condition of the Premises and/or the Community (including, without limitation, defects, disrepair or faulty construction of the Premises or the Community); (b) any act, fault, or neglect of any Resident Party or of any other Community Resident, or of any trespasser; (c) fire, water, steam, rain, hail, wind, flood, sewerage, odors, electrical current, insects, mold, mildew, fungus, or any act of God; or (d) theft or embezzlement, unless any of the foregoing was caused by Management's gross negligence or willful misconduct. Resident shall indemnify and hold Management's Related Parties harmless from and against any and all Losses to the Premises or other property or personal injury arising from Resident's use or occupancy of the Premises or from any activity, work or thing done, permitted or suffered by any Resident Party in or about the Premises or the Community, including attorney's fees and costs. Resident shall promptly notify the Management in writing of any known or observed defect existing at or around the Community

18. Non-Recourse Obligation. In no event shall Management be liable to Resident for any damages, costs or expenses in excess of Management's interest in the Premises (and not any other portion of the Community). All judgments against Management shall be enforced only against such interest and not against any other present or future asset of Management. Resident waives any right to make any Claim against or seek to impose any personal liability upon any of Management's Related Parties. (other than Management

19. No Oral Representation. The Resident has read all of the foregoing terms and conditions and accompanying rules and regulations of his tenancy, and acknowledges that the foregoing contains each and every representation upon which he relies. Management shall not be bound by any oral representation.

20. Notices. The person authorized to act for and on behalf of the Management for the purpose of managing the Community and receipt of notices and demands is the Community Manager, whose address is the Community Manager's located at the Address of the Community as shown on the first page of this Rental Agreement. Any notice required or otherwise to be given pursuant to this Rental Agreement by Management to Resident shall be mailed or otherwise delivered to Resident at Resident's address in the Community by:

- A. by personal delivery to a person over the age of 15 occupying the Premises,
- B. by depositing same in the U.S. Mail, addressed to Resident at the Premises,
- C. posting or affixing the notice to the outside of the main entry door of the Home,
- D. As otherwise allowed by Law

And, shall be considered given and delivered as of the date of deliver, posting or upon the date of mailing. Any notice required or otherwise to be given pursuant to this Agreement by Resident to Management must be mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, or hand delivered by Resident to Management's designated agent, at the office of the Community Manager as shown on the first page of this Agreement. Management may change such address from time to time by providing notice as set forth above.

21. OFAC (Office of Foreign Assets): Resident hereby represents that neither Resident, Occupant or Guest nor any person who resides or is proposed to reside with Resident in the Community is or will be a Prohibited Person.

22. Possession. If Management is unable to deliver possession of the residence to Resident's on the first day of the initial term, because of the loss or destruction of the residence or because of the failure of the prior rentals to vacate or for any other reason, the Resident and/or Management may immediately cancel and terminate this Agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be prorated and begin on the date of actual possession.

23. Quiet Enjoyment. Resident shall be entitled to quiet enjoyment of the home and Management shall not interfere with that right, as long as Resident pays Rent in a timely manner and performs all other obligations under this Rental Agreement.

24. Receipt of Rental Agreement. The undersigned Resident hereby acknowledges this Rental Agreement is executed in duplicate and each Resident has (a) received a copy thereof, (b) read and understands this Rental Agreement and understands that the Community Rules may be revised from time to time to include additional rules and regulations.

25. Report to Credit/Resident Agencies. You are hereby notified that a nonpayment, late payment or breach of any of the terms of this rental agreement may be submitted/reported to a credit and/or Resident reporting agency, and may create a negative credit record on your credit report.

26. Security. Management has made no warranty or representation to Resident, any Resident Party or any Guest that Management has taken or has agreed to undertake any particular measures to prevent damage or losses to persons or property. Management cannot and does not guarantee or warrant that the Community or the Premises are completely safe or secure, and does not assume any duty to provide security for Resident or any Resident Party, except to the minimum extent required by applicable Law. To the extent that Management provides for any security or security measures at the Community or at the Premises, which may be initiated or terminated at Management's sole and complete discretion, Management does not guarantee or warrant that the security or security measures will reduce or eliminate all risks, and Resident acknowledges that (i) the actions of Management in providing any security do not increase or expand the duties or responsibilities to Resident, or any other Resident Party, under this Rental Agreement and (ii) such security devices or measures may fail or be thwarted intentionally or unintentionally by third parties, criminals, or by electrical or mechanical malfunction. Resident acknowledges that the responsibility for the safety and security of Resident, and any other Resident Party, remains with Resident and local law enforcement agencies, and Resident will advise any Guests of any security issues. Resident agrees to promptly notify Management of any condition or event that Resident believes creates a dangerous situation. Resident further agrees to promptly notify Management of any crime at or around the Community of which Resident becomes aware.

27. Severability. If any part or parts of this Rental Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

28. Sharing of Information: Resident agrees to provide Management with a completed Resident data sheet at least annually if requested by Management, or as often as necessary to keep all information thereon current, in a form acceptable to Management. Resident acknowledges and agrees that Management may, to the extent permitted by Law and in accordance with Management's privacy policies promulgated from time to time, share all information provided by Resident to Management with any of Management's affiliates.

29. Subordination: This Agreement is subject and subordinate at all times to the lien of existing mortgages upon the Community, together with any renewals or extensions thereof, as may have been, or may hereafter be, granted by Management. Although no instrument or act on the part of Resident shall be necessary to effectuate such subordination, Resident, shall, nonetheless, execute and deliver such further instruments subordinating this Agreement to the lien of any such mortgage, as may be desired or requested by a mortgagee of Management. Resident hereby irrevocably appoints Management as Resident's attorney-in-fact for the limited purpose of executing and delivering any such subordination instrument for and on behalf of Resident.

30. Terms Used. Except as otherwise specified herein, throughout this Rental Agreement, the singular shall include the plural, the plural shall include the singular and the masculine gender shall include the feminine or neuter gender, as the context shall indicate or require. With respect to any limitation of liability, release or indemnity, and as otherwise appropriate, "Management" shall mean, in addition to Management as specified above, Management's Related Parties, Landlord. Where appropriate, "Resident" shall include all Resident's and Occupants and/or Guests of Resident or Occupants.

31. Transfer of Management's Interest. In the event that Management sells, assigns or otherwise transfers its interest in the Premises, this Agreement shall be binding on the purchaser, assignee or transferee. Management shall be automatically relieved of any obligations or liability hereunder as of the date of such sale, assignment, or transfer, provided that the obligations and liability hereunder are assumed in writing by said purchaser, assignee or transferee. MANAGEMENT MAY ASSIGN THIS AGREEMENT AT ITS SOLE DISCRETION AND WITHOUT PRIOR NOTICE TO RESIDENT.

32. Waiver; No Failure to Enforce. No failure by Management to enforce any provision of this Rental Agreement after default or breach by Resident shall be deemed a waiver of Management's right subsequently to enforce and compel strict compliance with any and all provisions of this Agreement upon any other or further default or breach on the part of Resident. The obligation of Resident to pay Rent and all other amounts due, shall not be deemed to be waived, released or terminated by the service of a notice to vacate, notice to terminate, notice of breach, demand for possession, or institution of any legal action against Resident. The acceptance of Rent by Management does not waive Management's right to enforce any provisions of this Agreement.

33. **Waiver of Jury Trial; Injunction.** In addition to all other remedies provided in this Rental Agreement, Management shall be entitled to restrain by injunction the violation, or attempted or threatened violation, of any of the terms, covenants, conditions or provisions of this Rental Agreement. Upon enforcement of this Rental Agreement in a court of law, both Management and Resident hereby waive their right to a trial by jury. Resident agrees to bring NO unfounded, unwarranted or groundless claim against Management.

34. Warranties; Exclusion of Warranties. Resident acknowledges that Resident has had the opportunity to inspect the

SCHEDULE 1
List of Current Approved Residents and Occupants

Residents:

Full Name of Resident	Date of Birth (DOB)	M <input type="checkbox"/> F <input type="checkbox"/>
Full Name of Resident	Date of Birth (DOB)	M <input type="checkbox"/> F <input type="checkbox"/>
Full Name of Resident	Date of Birth (DOB)	M <input type="checkbox"/> F <input type="checkbox"/>
Full Name of Resident	Date of Birth (DOB)	M <input type="checkbox"/> F <input type="checkbox"/>

Occupants:

Full Name of Occupant	Date of Birth (DOB)	M <input type="checkbox"/> F <input type="checkbox"/>
Full Name of Occupant	Date of Birth (DOB)	M <input type="checkbox"/> F <input type="checkbox"/>
Full Name of Occupant	Date of Birth (DOB)	M <input type="checkbox"/> F <input type="checkbox"/>
Full Name of Occupant	Date of Birth (DOB)	M <input type="checkbox"/> F <input type="checkbox"/>
Full Name of Occupant	Date of Birth (DOB)	M <input type="checkbox"/> F <input type="checkbox"/>
Full Name of Occupant	Date of Birth (DOB)	M <input type="checkbox"/> F <input type="checkbox"/>

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SCHEDULE 2

Rent Schedule and Address for Payment of Rent

Residents shall make all Rent payments out to the Community. Resident may pay Rent in the form of a check, cashier's check, money order or other means acceptable to Management. **CASH PAYMENTS WILL NOT BE ACCEPTED.**

Base Rent	
\$	Site Rent per month
\$	Home Rent per month
\$	Premium for New Home
\$	Premium for Sectional
\$	Premium for Location
\$	Discount for Width (< 16 foot)
\$	Discount Other
\$	Site Tax/School Fee (Required; applicable in Michigan Only)
\$	Total Base Rent per month (Site Rent plus Home Rent, including premiums, discount & special taxes)

Additional Rent (Other Fees & Charges that May Apply)	
\$	Trash per month
\$	Water per month
\$	Water Softener (Eagles Nest Only)
\$	

TOTAL MONTHLY RENT DUE	
\$	Adjusted Total Rent Due (Base Rent + Additional Rent)

ADDRESS FOR PAYMENT OF RENT:

Rent payments should be delivered to Management at the Main Office of the Community or Community Manager as identified below:

Community Name: _____

Community Address: _____

Phone: _____

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SCHEDULE 3
Utilities

Utility	Responsible Party
Electricity	
Natural Gas	
Cable TV/Satellite TV	
Telephone	
Water	
Sewer	
Trash	
Other	

Unless otherwise set forth in the Rental Agreement, or otherwise agreed to by Management in writing, payment of all utilities used by the Resident while Resident has possession of the Premises is the sole responsibility of the Resident.

Any utility charges (water, sewer, gas, electric, telephone, cable etc.) billed to the Resident by a local utility company or by the Community, which if unpaid and becomes the responsibility of the Community, will be classified as past due additional Rent.

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SCHEDULE 4
Home Walk-Through Checklist

{To be attached}

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