

## LEASE AGREEMENT

This lease agreement (this “**Lease**”), effective as of \_\_\_\_\_ (the “**Effective Date**”), is by and between \_\_\_\_\_, a North Carolina limited liability company, d/b/a \_\_\_\_\_ (“**Landlord**”), and \_\_\_\_\_, an individual(s) with an address at \_\_\_\_\_ (“**Tenant**”). This lease agreement supersedes and replaces the previous written lease agreement between Landlord and Tenant.

WHEREAS, Landlord owns that \_\_\_\_\_ acre parcel of real property in \_\_\_\_\_, Pin No. \_\_\_\_\_, with a street address of \_\_\_\_\_, commonly known as \_\_\_\_\_ (the “**Park**”), along with the mobile homes located on and in the Park; and

WHEREAS, Tenant desires to lease from Landlord that particular mobile home, and surrounding lot upon which it rests, that are collectively known as Unit \_\_\_\_\_ of the Park (the “**Premises**”);

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

**1. PREMISES; USE.**

(a) Landlord does hereby lease and demise the Premises unto Tenant for the Term (as defined in Section 2 below), subject to the terms and conditions set forth in this Lease. The Premises shall be used only for residential and for no other purpose. Tenant shall not use, or allow the Premises to be used, for any improper, immoral, unlawful, or objectionable purpose or which could injure the reputation of the Premises or the Park, or otherwise violate any provision of any recorded covenants, conditions, restrictions, or easements affecting the Premises. Tenant shall not cause or maintain or permit any nuisance or any act or condition that disturbs the quiet enjoyment of any other tenant in the Park, nor shall Tenant commit or suffer the commission of any waste in, on, or about the Premises or the Park.

(b) Other than the minor child or children whose names are listed on Tenant’s Rental Application, Tenant shall not allow any other person to reside at the Premises.

(c) Tenant represents and acknowledges that prior to entering into this Lease, it has had the chance to fully examine and inspect the interior and exterior of the Premises, and has found same to be in good order and repair, and in a safe, clean, and tenantable condition.

**2. TERM.** This one-month Lease shall commence on the Effective Date and terminate at 11:59 p.m. on the last day of the month in which the Effective Date falls (the “**Term**”). The Term shall continue for successive periods of one month unless and until this Lease is terminated pursuant to Section 3 or Section 13 below. Upon expiration of the Term, or termination for any reason, Tenant shall surrender the Premises to Landlord in as good a state and condition as they were on the Effective Date, reasonable wear and tear excepted.

3. **TERMINATION.** Either party may terminate this Lease, for any reason or for no reason, by providing seven (7) days prior written notice to the other party. If at the time that Tenant receives notice of termination from Landlord it has already paid Rent for the month, Tenant may continue to occupy the Premises until the end of the month; provided, however, that this provision shall not apply if Tenant has committed an Event of Default. The termination of this Lease, whether pursuant to this Section 3 or pursuant to Section 13 below, shall not relieve Tenant of its liability for any missed Rent payments.

4. **RENT.** Tenant shall pay to Landlord as base rent the sum of \$\_\_\_\_\_ per month (“Rent”), payable in advance so that it is received by the Park Manager (as defined in Section 11) on the **first (1<sup>st</sup>)** day of each month. Tenant shall pay the Rent via PayLease or TenantCloud. For the avoidance of doubt, Rent payments made to the Park Manager will NOT be accepted.

5. **LATE FEE.** If Landlord does not receive any monthly Rent payment from Tenant by the **sixth (6<sup>th</sup>)** day of the month, then Tenant shall be automatically assessed a late fee equal to five percent (5%) of the Rent for such month (the “Late Fee”). The Late Fee shall be added to, and deemed to be part of, the Rent to be paid by Tenant for such month.

6. **TENANT’S LIABILITY.** Tenant shall promptly reimburse Landlord for the entire cost of repairing any damage to the Premises and/or Park caused by Tenant (whether accidentally, intentionally, negligently, or otherwise) or any relative, guest, invitee, or licensee of Tenant. Tenant shall indemnify, defend, and hold harmless Landlord and its principals from and against any and all claims, causes of action, damages, and liabilities incurred by or brought against Landlord as a result of any act or omission of Tenant or any relative, guest, invitee, or licensee of Tenant. Any insurance policy of Tenant shall contain a clause or endorsement waiving subrogation against Landlord.

7. **LANDLORD’S LIABILITY.** To the fullest extent permitted by law, Landlord shall not be responsible nor liable to Tenant or any other person for any damages to the Premises or any person or property of Tenant or any relative, guest, invitee, or licensee of Tenant while in the Park and/or the Premises. Tenant acknowledges and agrees that Landlord is not responsible or liable to Tenant for Park security, that Tenant occupies the Park and Premises at its own risk, and that Landlord is not responsible for the theft of any property of Tenant or any relative, guest, invitee, or licensee of Tenant. Any judgment obtained by Tenant against Landlord shall be enforceable only against Landlord’s equity in the Park, and neither Landlord nor any of its direct or indirect principals, officers, members, or employees shall have any personal liability to Tenant.

8. **UTILITIES; MAINTENANCE.** Tenant acknowledges and agrees that Landlord is NOT responsible for providing Tenant with electric, water, sewer, heating and air conditioning, telephone, cable, internet, waste disposal, or other utility service. Tenant is responsible for setting up its own account with, and directly paying the cost of services to, the proper utility companies. Tenant shall also be responsible for keeping the exterior of the Premises in a slightly condition, and shall be responsible for mowing the lawn, snow removal, and any other landscaping work on the Premises.

9. **ASSIGNMENT AND SUBLEASE.** Tenant shall not assign this Lease or its rights hereunder to any person or entity without the prior written consent of Landlord, which may be granted or withheld in Landlord’s sole and absolute discretion. Tenant shall not sublease the Premises to any person or entity without the prior written consent of Landlord, which may be granted or withheld in

Landlord's sole and absolute discretion. Any assignment or sublease in violation of this Section 9 shall be null and void. Landlord may assign this Lease and its rights and obligations hereunder to any person or entity who purchases the Park, and upon such assignment, Landlord shall have no further liability or obligations under this Lease.

**10. RULES AND REGULATIONS.** Landlord has issued rules and regulations to be complied with by all tenants of the Park, a copy of which is annexed hereto as Exhibit A (the "**Rules and Regulations**"). Tenant shall comply with the Rules and Regulations (as may be amended by Landlord from time-to-time), regardless of whether Landlord or any predecessor to Landlord has previously failed to enforce such Rules and Regulations against Tenant or any other tenant in the Park. The Rules and Regulations, as may be amended from time-to-time by Landlord, are hereby incorporated as part of this Lease; provided, however, that to the extent of any conflict between this Lease and the Rules and Regulations, the terms of this Lease shall control.

**11. PARK MANAGER.** By contract with a Park manager (the "**Park Manager**"), Landlord may permit the Park Manager to enforce this Lease and the Rules and Regulations, and to enter the Premises to make any necessary repairs. Upon notification from Landlord as to the identity of the Park Manager, Tenant shall obey the lawful requests and instructions of the Park Manager and permit Park Manager to access the Premises as set forth herein. Tenant acknowledges and agrees that Landlord shall not be responsible or otherwise liable for any damages caused by the Park Manager.

**12. ACCESS TO PREMISES.** During the Term hereof, Landlord and/or Park Manager shall have the right to, upon reasonable notice, enter the Premises for the purpose of (a) inspecting the Premises and any and all equipment therein, (b) making repairs to the Premises or any equipment therein, (c) showing the Premises to a prospective tenant or a mortgage lender, or (d) removing placards, signs, fixtures, alterations, or additions that do not conform to this Lease or the Rules and Regulations. Notwithstanding the preceding sentence, Landlord and/or Park Manager shall have the right to immediately enter the Premises without prior notice to Tenant in the event of an emergency situation.

**13. DEFAULT AND EVICTION; ATTORNEYS' FEES.**

(a) For purposes of the Lease, "**Event of Default**" includes the following: (i) a failure by Tenant to make any monthly Rent payment by the sixth (6<sup>th</sup>) day of the month in which it is due; (ii) a failure by Tenant to vacate the Premises at the end of the Term or upon the termination of this Lease; (iii) a breach by Tenant of any term or provision of this Lease (other than Sections 4-5) or the Rules and Regulations that is not capable of being cured; (iv) a material breach by Tenant of any term or provision of this Lease (other than Sections 4-5) or the Rules and Regulations that is capable of being cured, and that Tenant has not cured within five (5) days of receipt of written notice thereof; (v) a determination by Landlord that Tenant has made a material misrepresentation on its Rental Application; and (vi) an abandonment of the Premises by Tenant that has continued for two (2) consecutive weeks.

(b) Notwithstanding anything to the contrary in this Lease, upon the occurrence of an Event of Default, Landlord may immediately re-enter and re-take possession of the Premises without prior notice to Tenant and without terminating this Lease, or Landlord may declare this Lease to be terminated and demand that Tenant peacefully surrender the Premises to Landlord (which

request Tenant shall immediately comply with), and/or exercise any other action or remedy that Landlord possesses at law or in equity.

(c) Tenant shall reimburse Landlord for the cost of the reasonable attorneys' fees incurred by Landlord in enforcing this Lease and pursuing any legal action to eject Tenant. Additionally, in the event that Landlord seeks to remove Tenant by a summary-ejectment action, Landlord, at its option, may recover one of the following fees from Tenant:

i. a complaint filing fee in the amount of five percent (5%) of the monthly Rent pursuant to N.C.G.S.A. § 42-46(e);

ii. a court appearance fee in an amount equal to ten percent (10%) of the monthly Rent pursuant to N.C.G.S.A. § 42-46(f); or

iii. a second trial fee in the amount of twelve percent (12%) of the monthly Rent pursuant to N.C.G.S.A. § 42-46(g).

**14. REPAIRS AND ALTERATIONS.**

(a) Tenant shall not paint, mark, drive nails or screws into, or otherwise deface or alter walls, ceilings, floors, windows, cabinets, woodwork, stone, ironwork or any other part of the Premises or decorate the Premises or make any alterations, additions, or improvements in, to, on, or about the Premises without Landlord's prior written consent and then only in a workmanlike manner using materials and contractors approved by Landlord. All such work shall be done at Tenant's expense and at such times and in such manner as Landlord may approve. All alterations, additions, and improvements upon the Premises, made by either Landlord or Tenant, shall become the property of Landlord and shall remain upon and become a part of the Premises at the end of Tenant's tenancy.

(b) Tenant shall immediately notify Landlord or Park Manager of the need for any repair to the Premises or any system or appliance in the Premises that is the property of Landlord. Except in cases of emergency, Tenant shall not on its own make any repair to the Premises or any system or appliance in the Premises that is the property of Landlord.

**15. SEVERABILITY.** If any provision of this Lease shall be held invalid or unenforceable, all other provisions shall continue in full force and effect.

**16. NO PRIOR LEASES; PROPERTY OF LANDLORD.** Tenant acknowledges and agrees that any lease or other agreement (whether oral or written) that it may have had with any owner of the Park prior to Landlord is null and void and without force and effect. Tenant further acknowledges and agrees that all items attached to the physical structure of the Premises on the date of this Lease – such as railings, stairs, air conditioners, utility systems, satellite dishes, porches, and decks – are the property of Landlord.

**17. AMENDMENTS.** No amendment, modification, or revision to this Lease shall be valid unless it is in writing, titled "Lease Amendment," and executed by both parties.

18. **NOTICES.** Any notices to Tenant under this Lease shall be mailed or hand delivered to Tenant at the Premises. Any notices to Landlord under this Lease shall be mailed or hand delivered to Park Manager.

19. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of Landlord or Tenant.

20. **ENTIRE AGREEMENT.** This Lease (along with the Rules and Regulations) contains the entire agreement of the parties and there are no representations, inducements, or other provisions between the parties other than those expressed in writing herein.

21. **WAIVER.** No waiver of any of the provisions of this Lease shall be deemed to or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Any waiver must be in writing and signed by the party charged therewith.

22. **JOINT AND SEVERAL LIABILITY.** If there are multiple individuals listed as “Tenant,” their obligations under this Lease shall be joint and several.

23. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

24. **SECURITY DEPOSIT.** Tenant shall post a security deposit with the Landlord of the Park in the amount of \$\_\_\_\_\_ (the “**Security Deposit**”). Landlord shall administer the Security Deposit in accordance with the North Carolina Tenant Security Deposit Act, N.C.G.S.A. § 42-50, et seq. (the “**Act**”). All interest on the Security Deposit shall accrue in Landlord’s benefit. Upon any termination of this Lease, Landlord may deduct from the Security Deposit amounts permitted under the Act.

The parties hereby execute this Lease.

**LANDLORD:**

\_\_\_\_\_  
ENTITY NAME

By: \_\_\_\_\_, its authorized  
agent for purposes of executing this Lease:

\_\_\_\_\_

**TENANT:**

\_\_\_\_\_

**TENANT:**

\_\_\_\_\_

**TENANT:**

\_\_\_\_\_