

B and B MHP, LLC
Sara Oaks Mobile Home Park
bandbmhp@gmail.com
251.266.5205

Mobile Home Residential Lease

Subject to the terms and conditions of this Agreement, made and entered into on _____, 20____, between B and B MHP, LLC, herein referred to as Lessor, and _____, herein referred to as Lessee, the premises situated at (lot number) _____ in the Sara Oaks Mobile Home Park, in at 24 Station Street, Saraland Alabama, 36571

1. Term

The Lease shall commence on the _____ day of _____, _____ and shall continue in full effect until the _____ day of _____, _____. In the event that the lease agreement naturally expires without having renewed a lease agreement, this agreement shall continue on a month-to-month basis, subject to all the terms and conditions hereafter.

2. Rent

Lessee shall pay Lessor rent in the amount of _____ Dollars (\$_____) per month, beginning on _____, _____. This rent is due and payable in advance on the first day of each month, and must be paid no later than the 5th day of each month. Any rent payment not received by the first day of each month shall be considered overdue and in addition to Lessor's other remedies, Lessor may levy a late payment charge equal to \$30 per month on any overdue amount.

3. Security Deposit

Lessee shall pay a security deposit in the amount of \$ _____. Lessor shall refund the full security deposit within 14 days from the date Lessee vacates the Mobile Home and terminates this lease. Lessor may retain all or a portion of the security deposit only for the following reasons: non-payment of rent; any damage to the Mobile Home, non-payment of any charges and expenses for removal from the Mobile Home of any property abandoned by Lessee.

4. Pets

Without Lessor's prior written consent, no animal, bird or other pet shall be brought on or kept on the said Mobile Home.

5. Keys

Keys for the rental unit are not to be duplicated by Lessee. Any additional or replacement keys are to be provided by Lessor at \$3.50/key.

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6. Occupants

The Mobile Home shall be occupied only by the Lessee and the following persons:

_____ ,
for a total of _____ persons. Any additional occupants may reside in the Mobile Home with the written consent of the Lessor, which consent shall not be unreasonably withheld. Guests shall be permitted, provided that the Lessee notifies the Lessor in writing. Any guests occupying the Mobile Home for more than 7 days at any time is prohibited and the same shall be considered a breach of this Agreement. B and B MHP, LLC requires all occupants over 21 years of age to have a valid driver's license and social security number on file. This does not apply to custodial children under the age of 21 years.

7. Uses of Premises

The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises no any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence without prior written consent of Lessor.

8. Condition of Premise

Lessee stipulates that the premises have been examined, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair and a safe, clean, and tenantable condition.

9. Assignment and Subletting

Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof.

10. Damage to Premises

If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act of that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

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11. Quiet Enjoyment

Lessee shall be entitled to quiet enjoyment of the Mobile Home. Lessee shall use the Mobile Home in a way to respect the privacy of other resident's. Lessee shall not conduct itself in a way that unreasonably disturbs other residents, and shall refrain from illegal activities. Resident shall be responsible for the activities and behavior of persons residing with resident and guests of resident. In the event that any law enforcement is dispatched to the premises because of any wrong doing on the part of the Lessee, the lease shall immediately be cancelled and Lessee agrees to move within 3 days or less of the incident. All rent, fees, and damages must be paid and all keys issued to lessee shall be returned to Lessor to prevent any court remedy.

12. Maintenance

Lessor shall be responsible for any and all routine maintenance of the Mobile Home during the term of this Agreement. Lessee shall keep the fixtures in or about the leased premises in good order and repair and promptly relay to Lessor if things are in need of maintenance. Lessee will keep the stove and heating and cooling system clean. If any required repairs to the home, plumbing, range, heating, apparatus, and electric fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor, Lessee shall be responsible for the cost of repair.

13. Condition

Lessee shall keep the Mobile Home in a neat, clean, in good repair condition and use the Mobile Home in such a manner as not to be detrimental to any other resident or to the operation of the park for health, safety or aesthetic reasons.

14. Alterations

No substantial alterations, addition or improvement shall be made by Lessee to the Mobile Home without the permission of Lessor in writing. Such consent shall not be unreasonably withheld, but may include the Lessor's agreeing to restore the dwelling unit to its prior condition before moving out.

15. Right to Inspect

Lessor shall have the right to enter the Mobile Home at any reasonable time during the term of this lease and any renewal thereof for the purpose of inspecting the premises and all building and improvements thereof.

16. Termination

Lessor may terminate this Lease by giving the Lessee at least thirty (30) days notice in writing stating Lessor's intention to terminate the Lease and vacate the premises. Lessee may terminate this Lease by giving the Lessor at least thirty (30) days notice in writing stating the Lessee's intention to terminate the Lease and vacate the premises.

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17. Indemnity

Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Lessee's use of the Mobile Home, including without limitation the manufacture, selection, delivery, possession, use, operation, or return of the Mobile Home.

18. Subletting

Lessee shall not rent the Mobile Home or sublet the Mobile Home without the written consent of the Lessor, which consent shall not be unreasonably withheld. Any such attempt to sublet or assignment by Lessee shall be a breach of this Agreement and cause for immediate termination.
Utilities

19. Utilities

Lessees shall be responsible for arranging for and paying for all utility services required on the premises, and living at the residence is not permitted without utilities. Further, each Lessee is required to pay at the rate of usage as set by Saraland Water, carrying the same due dates, late fees, conditions and terms as rental payments. If no water meter is installed, Lessee shall pay \$50/month.

19. Subordination of Lease

This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

20. Surrender of Premises

At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

21. Default

If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within three (3) days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

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22. Abandonment

Lessee will notify Lessor of any anticipated extended absence from the property not later than the first day of the extended absence. If any time during the term of this lease, Lessee abandons the demised premises for more than 14 days, Lessor may, at his option, entire the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may at his discretion, as agent for the Lessee, relet the demised premises. This agreement shall terminate as of the date of the new tenancy. If Lessor's right of re-entry is exercised following abandonment of the premises, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, where Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

If Lessee leaves personal property more than 7 days following the termination of this lease, Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

23. Monthly Rental Changes

Lessor reserves the right to give Lessee thirty (30) days notice of an increase in rent upon entering month-to-month leasing agreement, but agrees to hold rent constant during the natural term of the lease.

24. Rules and Regulations

Please see attachment for rules and regulations set forth by Lessee governing the rules for Sara Oaks Mobile Home Park. Lessor reserves the right at any time to prescribe such additional rules and make such changes to the rules and regulations set forth and referred to previously, as lessor shall, in its judgment, determine to be necessary for the safety, care and cleanliness of the premises, for the preservation of good order or for the comfort or benefit of Lessees generally.

25. Payment Methods

Payments can be made by personal check, cashiers' check, or money order. Cash payments will not be accepted. Personal checks may not be dishonored by the bank. A dishonored check will carry a \$30.00 service charge and all applicable late fees paid in full. After a personal check is dishonored, no longer will they be considered an acceptable form of payment.

26. Severability

If any part or parts of this 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.

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27. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both parties.

28. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of Alabama.

29. Notices

Any Notice and other communications which either party desires to give the other, may be given either personally, by electronic mail, or by post through certified mail, to the following address:

Lessor _____ B and B MHP, LLC _____
_____ 24 Station Street _____
_____ Saraland, Al 36571 _____

Lessee: _____

30. Waiver

The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The acceptance of rent by Lessor does not waive Lessor's right to enforce any provisions of this Agreement.

AGREED TO this ____ day of _____, _____.

Lessee

Lessee

Lessor