

MANUFACTURED HOME SPACE LEASE AGREEMENT

Address: _____

City, State, Zip: _____

This Lease Agreement ("Agreement") is made and executed by and between _____ ("Lessor") and _____ ("Lessee") on this _____ day of _____, 20_____.

Lessor hereby leases and Lessee hereby leases from Lessor that certain manufactured home space ("Premises") in the above written community, in the City of _____, State of _____.

Under and pursuant to the following terms and conditions.

1. TERM: The primary term of the Agreement shall commence on the _____ day of _____, and shall end at 5 p.m. on the last day of the same month. Upon expiration of this primary term, this Agreement shall automatically renew month-to-month unless either party gives written notice of termination at least 30 days before the Lease Contract term or renewal period ends, or unless all parties sign another Lease Contract.

2. RENT: Lessee shall pay \$_____ per calendar month for rental, without deduction, for the Premises, payable monthly in advance on the first day of each calendar month. Lessee's right to possession of the Premises is expressly contingent upon the prompt and timely payment of rent and other charges due hereunder, and the use of the Premises by Lessee is obtained only on the condition that such sums are promptly and timely paid. Lessee shall pay promptly all sums other than rent pursuant to the provisions of this Agreement within 7 days following Lessor's delivery of a statement of account therefore. Monies received by Lessor from Lessee shall first be applied to discharge any past due amounts, including but not limited to, past due late charges and utility bills owed by Lessee. After such past due amounts have been paid, the remainder of any monies received by Lessor from Lessee shall be applied to past due rent, then to current rent. If the rent or other sums payable hereunder are not paid within **Five (5)** days of the date on which such are due, a late charge of **\$ 50** will be added to the amount due.

3. USE OF PREMISES AND APPLICATION APPROVAL: A Rental Application ("Application") must be approved by Lessor before Lessee shall have the right to use or occupy the Premises. Only those persons listed in said Application shall be permitted to occupy the Premises. The Premises shall not be used for any illegal purposes, nor in violation of any valid regulation of any governmental body or agency, nor in any manner to create any nuisance or trespass.

4. COMMUNITY RULES AND REGULATIONS: All Community facilities are provided by Lessor for the use and enjoyment of Lessee and, in certain cases, Lessee's family, guests, or invitees. Lessee agrees to abide, and to insure that Lessee's family, guests, or invitees abide by all Community Rules and Regulations ("Rules") and any amendments thereto are incorporated herein by reference and made apart hereof for all purposes. Lessee agrees that Lessor shall have the right to modify, amend, change or replace such Rules in Lessor's sole and exclusive discretion and at such time or times as Lessor may desire. Lessor agrees to give Lessee written notice at least thirty (30) days prior to any modification, change, amendment or replacement. Any breach or violation of such Rules is expressly declared to be a breach of this Agreement.

5. All pets must be approved by management and registered with management.

- Domestic pets less than 30 pounds are permitted within the park.
- No more than 2 pets per household will be allowed.
- Pets must be kept inside the home, within a properly secured fenced yard, or on a leash at all times.
- Tenants are responsible for their pets at all times.
- Pets are not permitted to be unattended in the park and/or create any nuisance.
- If your pet defecates on the premises, it's your responsibility as its owner to pick it up daily and dispose of it properly.
- No vicious breeds are allowed on the premises at any time, specifically to include but not limited to Rottweiler, Chow-Chow, Pit Bull, Bull Terrier, American Staffordshire Terrier, German Shepherd, Doberman Pinscher, Wolf, Wolf-Hybrids, etc., or any mixed breed including one of these breeds in its lineage, and/or dogs with a history of biting a human being. In addition, no wild or exotic animals, including but not limited to pythons, boa constrictors, wild cats of any kind, wild dogs of any kinds including wolves or wolf hybrids, monkeys, or apes, or pigs. Failure to comply with this restriction shall subject the tenant to immediate expulsion from the premises and termination of the lease by the landlord.

6. RELEASE OF LESSEE: In the event that Lessee 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 Lessee may terminate this Agreement by giving Lessor thirty (30) days written

notice, provided that Lessee is not otherwise in default or breach. In such event Lessee agrees to furnish Lessor 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 orders warranting termination by Lessee. Lessee shall not be released from this Agreement for any other reason.

7. MOVE-IN AND MOVE-OUT: Lessee agrees to move-in and move-out under and during favorable weather conditions and at such time during the day as shall be agreed to by Lessor or set forth in the Rules.

8. INSTALLATION: Lessee agrees that the manufactured home shall be installed (set-up and tied-down) in accordance with the State Manufactured Housing Standards Act and other applicable governmental statutes, ordinances, rules or regulations. Such shall be Lessee's responsibility and Lessor shall in no way be liable or responsible for any improper installation.

9. ACCESSORIES, EQUIPMENT AND STRUCTURES: Approval of Lessor must be obtained before construction, installation or modification of any manufactured home accessory, equipment or other structure. (Note: Building permits may be required for certain accessories of installations.)

10. LANDSCAPING: Installation or planting of any trees, concrete, masonry, or ground cover must be approved by Lessor. Lessees are encouraged to landscape the premises and shall keep the Premises in a clean, attractive and well-kept fashion. All landscaping improvements shall immediately become a part of the realty and belong to Lessor and shall remain upon and be surrendered with the Premises unless otherwise expressly agreed to in writing by the parties hereto.

11. VEHICLE CONTROL: For the safety of the occupants, guests, and invitees, in the Community, the speed limit shall be 10 miles per hour; Lessees agree to abide by such and to cooperate in the enforcement of such speed limits. The streets and lanes are private and not public thoroughfares. Lessees may park passenger cars only on the Premises' driveway or other designated areas. Neither Lessees nor guest or invitees shall park any vehicle on another resident's space or a vacant space without the express permission the resident or Lessor, whichever is applicable. Visitors shall park in the designated guest or visitor parking areas or in their host's drive if space is available. All trailers, boats, recreational vehicles or other vehicles not used for daily transportation shall only be parked in the Community as may expressly be designated by Lessor. All vehicles must meet statutory requirements for inspection, safety, etc. in order to be operated in the Community. No junked, unusable or unsightly vehicles will be allowed in the Community. Lessor, may at its sole discretion, for the welfare of the occupants of the Community restrict the delivery of certain products and services to approved designated suppliers or restrict the times of delivery of products and services. The operation of motorcycles, motor scooter, minibikes and other two or three wheeled motorized vehicles must be first approved in writing by Lessor.

12. INSPECTION BY LESSEE: Lessee warrants and covenants that a full and complete inspection of the Premises and of the Community and all of its facilities has been made and that all of such were found to be in good, safe and habitable condition.

13. ASSIGNMENTS AND SUBLEASES: Lessee shall not, without the prior written consent of Lessor, assign or sublet this Agreement, or the lease made hereunder, or the Premises leased hereby or any interest therein. Written consent will be granted only after the Lessee provides a completed application on the proposed Sub-Lessee and after such application is approved by Lessor. If Lessee attempts to assign this Agreement or allows the Premises to be occupied by anyone other than Lessee without prior written consent, then Lessee and the occupants are subject to eviction. When written consent is granted to allow a Sublease, then the Sublessee shall also sign and abide by the rules and regulations of the community. If Sublessee does not abide by such rules and regulations, then Lessee shall immediately correct such violations or have the Sublessee evicted from the home and homesite. If Lessee does not evict the Sublessee within 30 days, then Lessee is in violation of this Lease and shall be subject to an immediate eviction from the homesite. In addition, Lessee shall remain liable to Lessor for all other provisions of this Agreement.

14. TRANSFER OF LESSOR'S INTEREST: In the event that Lessor sells, assigns or otherwise transfers its interest in the Premises, this Agreement shall be binding on the purchaser, assignee or transferee. Lessor 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

15. INDEMNIFICATION: Lessee hereby agrees to indemnify and hold Lessor harmless for any injury or death to any person or damage to any property arising out of the use of the Community by Lessee. Lessee's family, agents, employees, guests or invitees. Lessee is to keep the manufactured home and Premises in good and safe condition, and notify Lessor immediately of any unsafe or unsanitary conditions in the Community or upon Community property. Lessor shall not be liable to Lessee for any damages arising out of the actions or negligence on the part of any other Community residents or their families, agents, employees, guests or invitees. Lessee agrees to pay Lessor for any damages caused by Lessee, Lessee's

family, agents, employees, guests or invitees, whether such damage is sustained by said Community resident, said Community resident's family, agents, employees, guests or invitees.

16. WAIVERS: No failure by Lessor to enforce any provision of this Agreement after default or breach by Lessee shall be deemed a waiver of Lessor's right subsequently to enforce any and all provisions of this Agreement upon any other or further default or breach on the part of Lessee. All remedies contained herein are cumulative and agreed to by the parties without impairing any rights or remedies of Lessor, whether said rights or remedies are herein referred to or not. The obligation of Lessee to pay rent 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 Lessee. The acceptance of any rentals or other sums due shall not be construed as a waiver of any default or breach by Lessee, nor shall such acceptance reinstate, continue or extend the term of this Agreement or affect any notice, demand or suit in connection with such Agreement. No payment by Lessee or receipt by Lessor of an amount less than the total rental and charges due shall be deemed to be other than on account of the rent and charges due, nor shall any endorsement on any check nor any letter accompanying such partial payment be deemed an accord and satisfaction, and Lessor may accept such partial payment without prejudice to Lessor's rights to collect the balance of rent and charges due. **State of Illinois:** This is a month to month lease. By signing, you are waiving your right to a 24 month lease. **State of Wisconsin:** This is a month to month lease. By signing, you are waiving your right to a 12 month lease.

Lessee's Initials: _____

17. 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 for any public purpose by right of eminent domain (or any private purchase on lieu of the exercise of the right of eminent domain), this Agreement shall terminate on the date that possession of such property is taken. No part of any award or purchase price made or paid for such a partial or complete taking shall be apportioned. Lessee hereby renounces, and assigns to Lessor, any claim, right, title or interest which lessee might have in any such award or purchase price. Lessor shall, however, have no claim to, nor assignment of, any award or payment to Lessee for the taking, condemnation, or purchase of any personal property belonging to Lessee and removable upon the termination of this Agreement.

18. AMENDMENTS: The Agreement, along with the Community Rules and Regulations, constitutes the entire agreement between the parties; Lessee certifies that no other representations, either written or oral, were made by Lessor or relied on by Lessee as an inducement for the execution of, or as consideration for, this Agreement. Lessee acknowledges receipt of a copy of each of these documents and agrees that such shall not be modified or amended except as may hereafter expressly be set forth in writing and executed by the parties or except as may otherwise be provided herein.

19. TERMINATION: Resident's right to occupancy shall terminate or may be terminated as follows: (a) at the end of the term of this Agreement on thirty (30) days' written notice by either Lessee or Lessor, (b) at any time Lessee shall be in default on or in breach of any provision of this Agreement (or the other documents incorporated herein and made a part hereof by reference) upon three (3) days' written notice of such breach or default given by Lessor, (c) in accordance with the terms and provisions hereof relating to eminent domain, (d) in accordance with the terms and provisions hereof relating to release of Lessee, or (e) at such other time as may be agreed to by the parties hereto in writing. When resident's right of occupancy is terminated, Lessee shall pay all rental or other sums due or owed to Lessor and shall peacefully surrender possession of the Premises and remove all Lessee's property pursuant to this Agreement; failure to do so shall be deemed a breach of this Agreement.

20. AGREEMENT TO ARBITRATE: Any claim to terminate a tenancy for the following reasons shall be resolved by both parties in the applicable County or District Court: (1) Failure of the Lessee to comply with the Community Rules and Regulations as referenced in paragraph 4 of this lease; (2) Failure of the Lessee to pay rent as referenced in paragraph 2 of this lease. Any and all other disputes between Lessee and Lessor shall be resolved by binding arbitration if requested by either party. This includes claims and disputes relating to any other Account or agreement you have or had with us. THIS MEANS IF EITHER YOU OR WE CHOOSE ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL. ALSO DISCOVERY AND APPEAL RIGHTS ARE LIMITED IN ARBITRATION. **CLASS ACTION WAIVER.** ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER YOU NOR WE MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER TENANTS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. Only a court, and not an arbitrator, shall determine the validity and effect of the Class Action Waiver. Even if all parties have opted to litigate a claim in court, you or we may elect arbitration with respect to any claim made by a new party or any new claims later asserted in that lawsuit. **Your Right to Go To Small Claims Court.**

We will not choose to arbitrate any claim you bring in small claims court. However, if such a claim is transferred, removed or appealed to a different court, we may then choose to arbitrate. **Governing Law and Rules.** This arbitration agreement is governed by the Federal Arbitration Act (FAA). Arbitration must proceed only with the American Arbitration Association (AAA) or JAMS. The rules for the arbitration will be those in this arbitration agreement and the procedures of the chosen arbitration organization, but the rules in this arbitration agreement will be followed if there is disagreement.

21. IMPORTANT NOTICE REQUIRED BY ILLINOIS LAW:

The rules set forth below govern the terms of your lease of occupancy arrangement with this mobile home park. The law requires all of these rules and regulations to be fair and reasonable, and if not, such rules and regulations cannot be enforced against you.

You may continue to reside in the park as long as you pay your rent and abide by the rules and regulations of the park. You may only be evicted for non-payment of rent, violation of laws, or for violation of the rules and regulations of the park and the terms of the lease.

If this park requires you to deal exclusively with a certain fuel dealer or other merchant for goods or service in connection with the use or occupancy of your mobile home or on your mobile home lot, the price you pay for such goods or services may not be more than the prevailing price in this locality for similar goods and services.

You may not be evicted for reporting any violations of law or health and building codes to boards of health, building commissioners, the department of the Attorney General or any other appropriate government agency."

22. ATTORNEY'S FEES: Should either Lessee or Lessor be required to employ legal counsel to enforce the terms, conditions and covenants of this Agreement, the prevailing party shall recover all reasonable attorneys' fees incurred therein.

23. MISCELLANEOUS: This Agreement shall be governed by the laws of the State. Lessee acknowledges having read and understood all of the terms and provisions of this Agreement and agrees to be bound thereby. All references to "Lessee" herein shall include and mean all occupants of the manufactured home as set forth in the Application. The term "Lessor" shall include and refer to the Community Manager or other designated representative of Lessor. Time is of the essence of this Agreement. The provisions of this Agreement shall be severable; if any provision is held invalid or unenforceable by any court of law for any reason whatsoever, the remaining provisions shall not be affected and shall be in full force and effect.

SPECIAL PROVISIONS: _____

OTHER PROVISIONS: Management is responsible for providing water and sewer and gas (if applicable) and electric up to the point of connection of the mobile home. The resident is responsible for all maintenance from that point of connection to the mobile home. In addition, resident is required to heat tape and insulate all exposed water lines, meter pits, and meters. Should there be a break due to the heat tape not functioning then the resident is responsible for the cost of replacement. Management reserves the right to install water meters at each home. Once they are installed, Management will begin reading the water meters for each home and residents will be responsible for water & sewer charges in addition to lot rent.

Lessor's Initials: _____ **Lessee's Initials:** _____

EXECUTED on the date herein above written.

READ THIS AGREEMENT IN ITS ENTIRETY BEFORE SIGNING.

Management Signature

Date

Resident Signature

Date

Resident Signature

Date

Lot # _____

Park: _____

MHP RULES & REGULATIONS

Welcome to our community! It is our desire that you and your family enjoy living here and will consider our community as your home.

We have designed a number of guidelines that we hope will maintain the community in such a way as to make you pleased to live here. The standards outlined in these rules should serve as a guideline of behavior for the residents and their guests and will establish conformity amongst all of our residents.

1. Although management is responsible for maintaining the common areas, the tenant is responsible for the landscaping maintenance of their respective space. Grass areas shall be kept trimmed and edged. This includes the areas behind, beside homes, under homes, and against perimeter fences.
2. Management must approve any changes or alteration of the space and/or landscaping. The tenant is responsible for maintaining any changes to the landscaping.
3. All plants, trees or other planted or otherwise permanent fixtures placed at a space by a lessor become property of the park in the event the lessee moves.
4. The tenant understands that management is not responsible for any damage to the property or homes of a tenant as a result of an act of nature.
5. Management reserves the right to access each space, whether or not tenant occupied, to conduct inspections, to maintain utilities, or in response to an emergency situation.
6. Management is responsible for providing water and sewer and gas (if applicable) and electric up to the point of connection of the mobile home. The resident is responsible for all maintenance from that point of connection to the mobile home. In addition, resident is required to heat tape and insulate all exposed water lines, meter pits, and meters. Should there be a break due to the heat tape not functioning then the resident is responsible for the cost of replacement.
7. All mobile homes/manufactured houses shall be equipped with adequate tie-downs.
8. All homes are to be skirted within thirty (30) days of entry (weather permitting) using only materials approved by the Landlord. Hitches are to be removed or concealed.
9. All structures and/or additions to either the mobile home or the space must be pre-approved by management prior to their installation. Management reserves the right to demand the repair and maintenance of any structure and/or addition if management feels that there is an unsafe and/or unsightly condition. If a building permit is required, it shall be the tenant's responsibility to obtain and satisfy the permit.
10. Fire Pits
 - Fire pits may be allowed with park manager's approval, but must meet the following guidelines:
 - Cooking with standard barbeque equipment is allowed.
 - Fire pits must be in an enclosed pit or pan, no larger than 2 ft diameter by 1 ft tall
 - No closer than 15 feet from a structure
 - Must be covered by a spark arresting wire mesh screen
 - A responsible person must be in attendance of fire at all times
 - Fire extinguishing equipment (pressure extinguisher, garden hose, water bucket) must be close at hand at all times
 - No garbage or similar material is to be burned.

- Fire pits may be disallowed at park management's discretion in times of high fire danger. If community is located in an area with fire ban or fire restrictions in place, then those restrictions will be enforced.
- 11. Trampolines (with the exception of 36" exercise trampolines) are not allowed in the community due to insurance liability.
- 12. Fireworks are not allowed in the community.
- 13. Storage units must be approved by management and shall remain the property of resident. Management is not responsible for any losses or damage to tenant's shed or stored items.
- 14. Large patios and porches require skirting. All homes require skirting. Patios and porches are not acceptable storage locations.
- 15. Inoperative vehicles, boats, unattached trailers, or commercial vehicles are not permitted on the streets or in or around tenant's spaces.
- 16. The dismantling of any motor vehicle in the park is prohibited.
- 17. No more than two vehicles are permitted per space. Vehicles shall be parked on the parking spaces assigned to the respective home site whenever possible. Other vehicle parking requires management approval. Tenants shall not park their vehicles in vacant or otherwise unused spaces of other residents.
- 18. Only operative vehicles licensed for the highway are permitted within the park. The speed limit shall not exceed what is safe and prudent for the conditions. Off-road vehicles shall not be driven within the community.
- 19. Residents should park as close to the curb as possible to permit access of emergency vehicles when necessary.
- 20. All pets must be approved by management and registered with management.
 - Domestic pets less than 30 pounds are permitted within the park.
 - No more than 2 pets per household will be allowed.
 - Pets must be kept inside the home, within a properly secured fenced yard, or on a leash at all times.
 - Tenants are responsible for their pets at all times.
 - Pets are not permitted to be unattended in the park and/or create any nuisance.
 - If your pet defecates on the premises, it's your responsibility as its owner to pick it up daily and dispose of it properly.
 - No vicious breeds are allowed on the premises at any time, specifically to include but not limited to Rottweiler, Chow-Chow, Pit Bull, Bull Terrier, American Staffordshire Terrier, German Shepherd, Doberman Pinscher, Wolf, Wolf-Hybrids, etc., or any mixed breed including one of these breeds in its lineage, and/or dogs with a history of biting a human being. In addition, no wild or exotic animals, including but not limited to pythons, boa constrictors, wild cats of any kind, wild dogs of any kinds including wolves or wolf hybrids, monkeys, or apes, or pigs. Failure to comply with this restriction shall subject the tenant to immediate expulsion from the premises and termination of the lease by the landlord.
- 21. Tenants are responsible for the activities of their children and their children's guests while they are in the park. An adult must supervise young children at all times. Children are not permitted to play in the street, parking areas, or neighbor's yards without permission. Children's toys are not to be left in the common areas when not in use.
- 22. Disturbing noise is not permitted in the park at any time.
- 23. No signs are permitted except with the permission of management.
- 24. Commercial activities by residents and/or their guest are not permitted within the park.
- 25. All federal, state, local laws, regulations and ordinances shall be obeyed by residents and guests of the park.

26. Violations of any of the above rules and regulations will result in the termination of the lease and the eviction of the tenants.

Management reserves the right to add to or alter these rules and regulations as circumstances require and as necessary for the safety and care of the community and for securing the comfort, peace, and quiet convenience of all residents. The tenants and residents will observe and comply with all such rules as the management may prescribe on written notice to residents. The failure by management to enforce any rule or regulation of the park or the failure to insist in any instance on strict performance of any requirement herein shall not be construed as a waiver of these rules and regulations. The provisions of these rules and regulations shall be severable; if any provision is held invalid or unenforceable by any court or law for any reason whatsoever, the remaining provisions shall not be affected and shall be in full force and effect. These rules will be enforced by management to insure the health, safety, welfare, comfort, peace, and quiet convenience of each resident in the park. Any resident who violates these rules and regulations will have their lease cancelled and will be evicted from the park.

Tenant acknowledges having read and understands all the stated rules and regulations and hereby agrees to comply with each and is in full agreement with these guidelines being an integral part of the Security Deposit Agreement, and Lease between the tenant and management. Tenant acknowledges receipt of a copy of these community guidelines for tenant's personal records. Tenant acknowledges that violations, breach or default of these guidelines, whether singular or several, will be grounds for termination of the tenant's lease and will result in eviction from the park upon three days notice of such violation, breach, or default given by management.

READ THIS AGREEMENT IN ITS ENTIRETY BEFORE SIGNING

Executed by all concerned parties this day of _____, 20_____.

Tenant: (I/We signify by my/our signature(s) that I/we have read this agreement, and hereby agree to comply with all that is contained herein.)

Signature

Signature

Management

Park: _____

Resident Info

Date: _____ Number of Adults: _____

Adult Resident Names: _____

Lot Address: _____

Mailing Address: _____

Home Phone: _____ Cell Phone: _____

Cell Phone: _____ Email: _____

Make of Home: _____ Year of Home: _____

VIN #: _____ Title #: _____

Width of Home: _____ Length of Home: _____

Number of Children (living here): _____ Ages of Children: _____

Number of Pets: _____ Type of Pets: _____

Emergency Contact Person and Phone #: _____

Insurance Company: _____ (Provide copy to Manager)

If you have a loan on your home:

Name & Phone # of Bank or Finance Company: _____