

**BUSINESS NAME****MOBILE HOME SPACE LEASE AGREEMENT**

This is a legally binding agreement - read it carefully before signing

(BUSINESS NAME) (hereinafter referred to as "LESSOR"), agrees to rent to \_\_\_\_\_ (hereinafter "LESSEE"), and LESSEE, jointly and severally agrees to rent from LESSOR the premises located at (COMPLETE ADDRESS, INCLUDING SPACE #, CITY AND STATE.)

1. **TERM and PAYMENT:** This agreement shall take effect on \_\_\_\_\_, and continue on a month to month basis until terminated by either party by serving the other party written notice of intention to terminate at least 30 days prior to the date of termination.

Base rent shall be \$\_\_\_\_\_ per month, payable in advance on the 1st of every month. Changes to rental amount, if any, may occur upon proper 30 day notice to LESSEE from LESSOR.

LESSEE is responsible for payment of all rents due during the term of this agreement. \$5 per day is added to the rent for every day the rent is late. Rent must be paid with a check or money order at (PAYMENT LOCATION), OFFICE. Cash is not kept on the premises. For LESSEE'S convenience, a rent payment slot is provided in the office door. A \$50 service charge will be applied to all LESSEE'S checks returned by the bank for any reason whatsoever. In addition, a late fee will apply until the rent is paid with good funds. If LESSEE has one returned check, rent will be paid with a money order for the duration of the residency.

SECURITY DEPOSIT: LESSEE has deposited \$\_\_\_\_\_ as deposit to secure LESSEE'S full compliance with the terms of this Lease. Deposit shall be held interest free by LESSOR during the term of this Lease. Upon termination of this Lease, the full amount of the deposit will either be refunded or accounted for pursuant to the Uniform Owner-Resident Relations Act (USE THE NAME OF THE LEGISLATION GOVERNING LANDLORD/TENANT RELATIONS IN YOUR STATE).

2. **OCCUPANTS:** Home will not be occupied by anyone other than those persons listed on this lease. Leases are not transferable. Anyone who moves into LESSEE'S space must complete the application process and be approved by LESSOR. LESSEE must notify LESSOR if guests will be staying with LESSEE. Guests staying more than 15 days without the written consent of LESSOR shall constitute a material breach of this Lease. If approved, additional rent will be charged at the rate of \$25 per month for each additional person. LESSEE shall notify LESSOR of anticipated extended absences.

LESSEE must notify LESSOR of intent to sell the mobile home occupying this space. Prospective buyers must apply for residency and be approved by LESSOR. LESSEE understands that (BUSINESS NAME) has strict standards for residency and will not lower those standards so LESSEE can sell the home. If buyer is not approved, the mobile home must be moved the day of ownership transfer. Under no circumstances is anyone allowed to occupy any home on the premises without approval.

Children are expected to follow all regulations and parents will be accountable for children's actions. Children are not allowed to climb on walls, fences, or trees. Long term babysitting by LESSEE is not permitted. Visiting children must abide by all regulations

3. **PETS:** No pets or animals of any kind may be kept on or visit the premises, except \_\_\_\_\_ IF LESSEE ACQUIRES A PET IN VIOLATION OF THIS LEASE, LESSOR WILL INSTITUTE A FEE OF \$100 FOR EACH DAY THE PET IS ON THE PREMISES. THIS APPLIES TO VISITING PETS AS WELL. THERE WILL BE NO EXCEPTIONS TO THIS CHARGE.

4. **USE:** The premises are rented for residential use only. LESSEE shall not violate any governmental law in the use of the premises, commit waste or nuisance, annoy, molest, or interfere with any other resident, or cause or allow any noise or activity on the premises or its common areas which might disturb the peace and quiet of other residents. Loud music and parties are not permitted on the property. Car stereos with amplifiers or thumping bass speakers must be turned off at the property entrance. Fireworks and firearms may not be discharged on the property.

LESSEE will keep the premises he occupies and uses clean and safe. Spaces must be kept free of weeds, leaves, etc. Items to be stored must be kept out of sight. Personal property on premises shall be at the risk of LESSEE. LESSEE should provide adequate insurance coverage. LESSEE agrees that LESSOR is not liable for any cause.

Speed limit on the property is 5 mph. No motorcycles are allowed unless approved by management. No storage of boats, utility trailers, etc. allowed in the space.

5. **UTILITIES:** LESSEE will make arrangements and payments for electric service with the (ELECTRIC PROVIDER). Charges for gas, water, sewer, and sanitation will be included on the LESSEE'S monthly statement from LESSOR. (CUSTOMIZE FOR YOUR SITUATION).

Problems with utilities must be reported to LESSOR. LESSOR WILL NOT PAY BILLS TO REPAIRMEN CALLED OUT BY LESSEE. Exceptions are emergencies such as gas rupture, water rupture or sewer back-up. If LESSEE cannot reach LESSOR, LESSEE may call a repairman and LESSOR will pay for repairs if it is determined that LESSOR is responsible. For a gas rupture, LESSEE may call (YOUR GAS PROVIDER). Natural gas odor or suspected gas leaks should be reported to the office at (PHONE NUMBER). CUSTOMIZE THIS SECTION FOR YOUR SITUATION.

All utility lines must be connected by a licensed contractor. LESSEE must apply a heat tape to water lines during freezing season. LESSOR is not responsible for thawing frozen lines to LESSEE'S home.



6. **PARKING:** Parking spaces are to be used exclusively for parking of LESSEE'S passenger automobiles. Said spaces shall not be used for the washing, painting, or repair of vehicles. Non-running or unlicensed vehicles are not permitted. Vehicles in obvious need of body repair or paint are not permitted. LESSEE is responsible for oil leaks and other vehicle discharges and for any cleaning thereof deemed necessary by LESSOR. Parking must not block streets or other spaces. **VIOLATORS WILL BE TOWED AT LESSEE'S EXPENSE.**
7. **CONDITION OF PREMISES:** LESSEE agrees that he has inspected the premises and has found them to be in satisfactory condition. LESSEE agrees to maintain the premises in good order and condition, and to immediately pay for any damage caused by LESSEE or his guests. LESSEE will be charged for:
- A. Damage to fences, landscaping, driveways, patios, or utilities.
  - B. Sewer repairs due to LESSEE flushing anything too large down the drain.
  - C. Failure to care for yard. LESSOR will care for neglected yard and bill LESSEE for the work.
- LESSOR will have the right to enter the space for inspection, repairs, maintenance, improvement, and emergencies.
- LESSEE agrees to have a set of approved steps (redwood, vinyl, Trex or comparable material) with a porch and railing AND vinyl skirting within 30 days of arrival. \$50 per month will be assessed by LESSOR after 30 days. Hitch must be removed from home.
- LESSEE agrees to keep home painted and repaired in accordance with (BUSINESS NAME) standards. LESSOR will notify LESSEE in writing of needed maintenance. After 30 days of noncompliance, LESSOR will either complete the required maintenance and bill LESSEE or assess a fee of \$50 per month until maintenance is completed.
8. **ALTERATIONS AND IMPROVEMENTS:** LESSEE agrees not to make any alteration of, or make or add any improvement of any kind to the premises without LESSOR'S written consent. Examples: storage buildings, patio, carport, awnings, clotheslines, fencing, etc.
9. **VACATING:** LESSEE is required to give 30 day's notice of intent to vacate the premises. Notice must be given on the first of the month and a full month's rent must be paid. Charges for utilities used must be paid up to the date LESSEE vacates. **Security deposits may not be used in lieu of rent or utility charges.** Upon vacating, LESSEE will return space in as clean a condition as when residency began. Failure to do so will result in charges being assessed for cleaning and/or repairs.
10. **NON-COMPLIANCE:** Non-compliance with this Lease Agreement will result in eviction of LESSEE. All utilities will be disconnected to space where rent is delinquent and a 3 Day Notice of Nonpayment has expired, or where LESSEE has been evicted. Abandonment will be declared by LESSOR after 7 days should LESSEE fail to pay rent or notify LESSOR.
11. **NOTICES:** All notices to LESSEE shall be served at the premises specified in this Lease, and all notices to LESSOR shall be served at (ADDRESS) OFFICE.
12. **LIABILITY:** The undersigned LESSEES, whether or not in actual possession of the premises, are jointly and severally liable for all rent incurred during the term of this Agreement, and for all damages to the premises caused or permitted by LESSEES or their guests.
13. **TELEPHONE NUMBERS:** LESSOR'S office number is (###-###-####). Emergency number (IF ANY).
14. **ZONING;** The zoning for the property is Commercial. The owners of the property are (OWNER'S NAMES). Their mailing address is (COMPLETE ADDRESS - USE BUSINESS ADDRESS RATHER THAN RESIDENCE). LESSEE has the right to request alternative dispute resolution except disputes over nonpayment of rent or utility charges or in the case of public safety emergencies. (THIS SECTION IS REQUIRED BY OUR STATE LANDLORD/TENANT ACT.)

LESSEE acknowledges a copy of this Lease.

LESSOR \_\_\_\_\_ DATE \_\_\_\_\_

LESSEE \_\_\_\_\_ DATE \_\_\_\_\_

LESSEE \_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_**DEPOSIT**

\_\_\_\_\_**RENT**

\_\_\_\_\_**TOTAL PAID BY** \_\_\_\_\_ **DATE** \_\_\_\_\_

**RENT WILL BE DUE AGAIN** \_\_\_\_\_