Name:	
Phone:	
Title Number: _	

# BRANFORD MOBILE HOMES P.O. BOX 935 BRANFORD, CT 06405

# **RENTAL AGREEMENT**

#### I. PARTIES

This rental agreement, dated	, 20	is between Branford Mobile
Homes and		·•

# II. DEFINITIONS

"You" and "yours" refers to the person (s) signing this agreement. "We", "ours" and "us" refers to owner(s) of the Park or any person or business organization, which becomes the owner of the Park after the date of this agreement. "Park" refers to Branford Mobile Homes. "Unit" means lot, or numbered space in the Park. "Term" means the period of time you are allowed to occupy the Unit, under section V of this Agreement. "Home" means the mobile or manufactured home you occupy or own on the designated Unit, lot or numbered space.

# III. DISCLOSURE STATEMENT

We have provided you, before this Rental Agreement was entered into, with a written statement, which clearly and conspicuously disclosed the information required by Connecticut General Statutes, S21-70 (a). You acknowledged that you signed a copy of the disclosure statement and received a completed and signed copy of it before signing this agreement.

# IV. UNIT NUMBER AND APPROXIMATE DIMENSIONS

We rent to you, and you rent from us lot or space herein designated as, LOT #\_\_\_\_\_

# V. PERMITTED USE OF THE LOT AND HOME

#### VI. TERM OF RENTAL AGREEMENT

The term of this lease shall be 12 months commencing on the first day of September 2019 and ending on the last day of August 2020. You will receive a renewal notice on an annual basis. You have the right to occupy the Unit during the lease term as long as you abide by the rules including paying your lot rent in a timely manner and a copy of your Title of ownership is on file with us.

# VII. RENT AND OTHER CHARGES

- (A) Basic Rent: You promise to pay an annual lot rent of **five thousand seven hundred dollars (\$5,700.00)** payable in monthly installments of **four hundred seventy-five dollars (\$475.00)**.
- (B) Additional Rent: The following additional monthly charges shall be due at the time the Rent is due, for extended visitors with approval of the Management.

(C) Late Fee: If we have not received your rent payment(s) within ten (10) days after it becomes due, you will be charged a Late Fee of 5% for each payment that is ten (10) days late.

(D) Service Charge: There is a \$35 Service Charge for each rent payment that is more than ten (10) days late.

(E) Other Charges: If you default, you may owe us other charges, which are described in other sections of this rental agreement.

# VIII. DEFAULT

(A) Reasons for default: You will be in default under this agreement if any of the following occurs:

- 1. We have not received your monthly rent (basic and additional) by the tenth  $(10^{\text{th}})$  day of the month.
- 2. We have not received any other money you owe us by the tenth (10<sup>th</sup>) day of the month.
- 3. You break any of your other promises in this agreement, or you, or any person living in your Home break any of the Rules and Regulations of the Park.
- 4. You or any person living in your Home is convicted of a felony.
- 5. Your or any person living in your Home is convicted of any crime which is morally offensive.
- 6. You or any person living in your Home cause or permit a serious nuisance in the Park.

(B) Our Remedies: If you are in default, we will have the right to terminate this Agreement and to regain possession of the Lot in accordance with the Law. Our termination of this Agreement shall not prejudice any other right or remedies otherwise available to us. You will be responsible and promptly pay us on demand for all costs and expenses, including attorney's fees allowed by law that we incur in taking possession of the Lot. You will also promptly pay us on demand for all costs and expenses we incur in re-renting the Lot, and for all damages incurred by us because of your default, including and not limited to lost rent. If we accept a payment designated as rent of if we fail to re-enter and take possession after your default, it will not be considered a waiver of our right to terminate this Agreement and pursue our remedies against you because of your default. If we fail to insist upon strict performance of any of your obligations under this agreement or if we fail to exercise any of our rights, it does not mean we have waived that obligation or right. You agree to pay all costs and expenses, including attorney's fees allowed by law incurred by us in the collection of overdue rent or in connection with the enforcement of this Agreement or in connection with your default. Upon non-payment of fees incurred, we retain the right to attach a lien on your home and/or remove your home from the lot through an eviction action.

#### IX. RESPONSIBILITIES OF PARTIES

(A) Our Responsibilities: At all times during this agreement we will:

- 1. Maintain the premises and upgrade them when necessary to prevent the accumulation of stagnant water and to prevent the detrimental effects of moving water.
- 2. Maintain the ground at such a level that your Home will not tilt from its original position.
- 3. Keep each space or lot in the Park marked in such a way that each resident will be certain of his area of responsibility.
- 4. Keep any exterior area of the Park not the responsibility of any resident, free from any species of weed and plant growths which are noxious or detrimental to the health of the residents.
- 5. Be responsible for the extermination of any insect, rodent, vermin or other pest dangerous to the health of the residents whenever infestation exists in the area of the Park not your responsibility, or in the area for which you are responsible, including the Home if such infestation is not your fault and particularly if such infestation existed prior to when you moved in.
- 6. Maintain the Home, if you rent it from us, in a condition which is structurally sound and capable of withstanding bad weather conditions.
- 7. Maintain all electrical, plumbing, gas or other utilities provided by us in good working condition except during any emergency, and in an emergency, repair shall be completed within seventy-two hours, unless good cause is shown as to why the repair has not been completed.
- 8. Maintain all water and sewage lines and connections in good working order and, in the event of an emergency, make necessary arrangements for provisions such as service on a temporary basis.
- 9. Respect your privacy and agree to enter your Home only with your permission unless there is an emergency.
- 10. Allow freedom of choice in the purchase of all services pursuant to Connecticut General Statutes Section 21-78.
- 11. Allow you to terminate a rental if you give us thirty (30) days notice and remove your Unit.
- 12. Maintain the road in the Park in good condition.

- (B) Your Responsibilities: At all times during your tenancy, you will:
  - 1. Keep the Home and the rented lot your Unit occupies in a clean and sanitary manner.
  - 2. Be responsible for all utility hookups from the service provided by us to your Home.
  - 3. Keep the supplied basic facilities, including any plumbing fixtures, cooking and refrigeration equipment and electrical fixtures in the Home in a clean and sanitary manner.
  - 4. Dispose of any rubbish, garbage and other waste material in a clean and sanitary manner.
  - 5. Observe all reasonable rules concerning the use, occupation and maintenance of the Lot, the Home and the Park provided such rules are brought to your attention at the time you sign a Rental Agreement.

# X. PARKING RULES

- 1. Homeowner's vehicles will be parked in front of owner's Unit or in driveway of Unit
- 2. Guests will park their cars in front area of Mobile Home Park.
- 3. There is no extra charge for parking if you obey the above rules.

# XI. GROUNDS FOR EVICTION

You may be evicted only for the following reasons:

(A) Nonpayment of rent, utility charges or reasonable incidental service charges.(B) Material noncompliance by you with any statute or regulation materially affecting the health and safety of other residents or materially affecting the physical condition of the Park.

(C) Material noncompliance by you with the Rental Agreement or with the rules and regulations adopted under Connecticut General Statutes S21-70.

(D) Failure by you to agree to a proposed rent increase, provided we have complied with all provisions of Connecticut General Statutes S21-80(b) (5).

# XII. RIGHTS AND RESPONSIBILITIES OF PARTIES IF YOU DESIRE TO SELL YOUR HOME

You have the right to sell your Home on-site pursuant to Section 21-79 of the Connecticut General Statutes. Section 21-79 provides the following:

(A) General: We may not require you to remove your Home from the park at the time you sell it if the Home is safe, sanitary and in conformance and aesthetic standards. (B) "Safety and Sanitary" Standard: Your Home will be presumed to be safe and sanitary if it was constructed in accordance with any nationally recognized building or construction code or standard. However, failure to meet any such standard shall not be used as a reason for withholding approval of an on-site sale unless such failure renders the Home unsafe or unsanitary.

(C) Aesthetic Standards: No aesthetic standards concerning physical characteristics such as size, original color or original building materials, which cannot be changed without undue financial hardship to you, shall be applied against your Home.

(D) Prospective Purchaser: The purchaser of your Home may become a Park resident if the purchaser meets the Park entry requirements. We may only withhold approval for good causes as defined in Connecticut General Statutes, Section 21-79(d). (E) Procedure for Obtaining Our Approval for Resale: If you wish to sell your Home on-site, you must notify us in writing within thirty (30) days of your intentions. We will approve of the Home's condition for resale or deliver a written statement to you specifying the reasons why the Home is not safe, sanitary or in conformance with aesthetic standards. If you dispute our response, you may seek a declaratory ruling from the Connecticut Department of Consumer Protection, or you may attempt to correct any defects and again request approval of the Home's condition for resale. If you again dispute our response, you may once again seek a declaratory ruling from the Connecticut Department of Consumer Protection. Our statement of approval shall remain in force for not more than six (6) months. We will not charge a commission or fee with respect to the price realized unless we have acted as agent for you in the sale pursuant to a written consent, or charge a rent for the Unit which is greater than the prevailing rent for any other lot in the Park. We may require inspection of your home by a recognized home inspection service. No sale of a mobile home will be approved unless all prior rent and fees are paid.

#### XIII. UNAUTHORIZED SALES

You shall not sell your Home to anyone who has not been accepted by us as a resident in accordance with Section XIV (D) of this Agreement. You agree to pay us the amount of any damages or expenses we incur as a result of your breach of this paragraph including but not limited to legal fees and costs in any attempt to prevent an authorized purchaser from occupying the Home or to evict an unauthorized purchaser.

#### XIV. CONDITION OF THE LOT, THE PARK AND THE HOME

You acknowledge that you have inspected the Lot and the Park, and have found them to be acceptable and safe. You agree to keep and maintain the Lot and the Home in good order and repair, and in a safe and sanitary condition. You agree to allow us, or our representative, to inspect the Lot for reasons of health, safety or general welfare of the residents of the park. Inspection of the inside of the Home shall, except in emergency, be made only with your permission, which permission shall not be unreasonably withheld.

#### XV. SUBLETTING ASSIGNMENT

You shall not sublet the Lot, the Home or any part of the Lot or Home. You shall not assign this Agreement or any interest in this Agreement either voluntarily or by operation of the law. You will not permit any person to move into the Lot of the Home, or take over your interest in this Agreement, either voluntarily or by operation of the law, without first obtaining our written consent.

#### XVI. RULES AND REGULATIONS

You shall comply with rules and regulation which we make from time to time, and which are applicable to the Park and the residents of the Park. You specifically acknowledge that the Rules and Regulations now in effect, a copy of which is attached to this Agreement as Appendix A, have been brought to your attention, and that you have read all the Rules and Regulations.

#### XVII. CONDEMNATION; LAW PROHIBITING MOBILE HOMES

This Agreement will terminate immediately and you will remove your Home from the Park, the Lot or any important part of the Park if taken by any authority under right of eminent domain, for any public or quasi-public use of if the use of the Lot for mobile home occupancy is prohibited by any lawful order of federal, state or municipal government, whether such taking or order is permanent or temporary. The entire award for any such taking shall belong exclusively to us. You shall have no right or claim on any part of the award.

#### XVIII. WHERE TO PAY RENT; NOTICES

Rent shall be paid at, and any notices and communications to us shall be sent to: **Branford Mobile Homes, P.O. Box 935, Branford, CT 06405**, or to another address if we later notify you of the change of address. If we need or want to give you notice, we will send it to your Home.

#### XIX. UTILITY LINES

You shall permit us, or someone we designate, to erect, use, maintain and repair pipes, cables, conduits, plumbing and wire in, to and through the Lot, if we consider it necessary or appropriate for the proper operation and maintenance of the Park. All such work shall be done, if possible, in such a way which will avoid interference with your use of the Lot.

#### XX. PARTS OF THIS AGREEMENT

If a court or another governmental authority decides that any section of this Agreement is illegal, invalid or unenforceable, that will not mean that the entire Agreement is illegal, invalid or unenforceable. You and we agree that if a court or another governmental authority decides that a section of this Agreement is illegal, invalid or unenforceable, a new section will be automatically added to this Agreement which is as similar as possible to the old section, but which is legal, valid and enforceable.

XXI. In the event that the Lessee receives a bonafide offer to purchase his mobile manufactured home from a third party, the Lessee shall first offer the mobile manufactured home to the Lessor under the same terms and conditions as the third party offer. The Lessor shall have fifteen (15) days to match said offer; if the Lessor fails to so notify the Lessee in writing within fifteen (15) days then the Lessee shall be free to consummate the transaction with the third party.

# YOUR SIGNATURE

By signing below, you agree to all the terms of this Agreement. You acknowledge that you have read and received a copy of this agreement, including, but not limited to the Rules and Regulations, Resale Standards and Rent Schedule, which fully disclose to you all matters required by law.

OWNER:

	date:	
RESIDENT(S):		
	date:	

# **APPENDIX A**

#### **RULES AND REGULATIONS**

The following Rules and Regulations are applicable at Branford Mobile Homes and are intended by the Owner of the Park to make living conditions pleasant for all our residents. "Park" refers to Branford Mobile Homes. "You" and "yours" refers to each resident or occupant. "We", "ours" and "us" refers to the Owner(s) of the Park. "Unit" means Lot, or numbered space in the Park that you rent. "Home" means the mobile or manufactured home that you occupy or own on the designated Unit, Lot or numbered space.

(1) ANIMALS:

1.1 No animals are allowed without prior written consent. Additional fees may apply.

(2) CABANAS AND AWNINGS:

2.1 Cabanas or awnings shall not be enclosed without our written permission and a building permit issued by local Building Officials.

(3) VISITING CHILDREN:

3.1 Visiting children must be kept under control, and good behavior will be expected of them.

(4) CLOTHES REELS:

Clotheslines and reels are not permitted.

- (5) FENCES AND STEPS:
  - 5.1 Fences are not allowed except ornamental fences, if approved by us.
  - 5.2 Steps to the home or to the patio shall be in good order.
- (6) FOR SALE SIGNS:

6.1 "For Sale" or similar signs may not exceed 12" x 12" and must be placed inside the window of the Home.

- 6.2 Only one such sign may be displayed per home.
- 6.3 No signs may be posted outside the home, or in front of the Park and highway without prior consent.
- (7) LOT MAINTENANCE
  - 7.1 You agree to:
  - 7.1.A Keep your home and lot clean and neat and free from vermin and rodents.
  - 7.1.B Keep grass mowed, trimmed and free of weeds.
  - 7.1.C Repair or replace any park-owned improvements you have damaged.
  - 7.1.D Remove ice and snow from your driveway, walks and patio.
  - 7.1.E Protect and water the trees, lawns and shrubbery

7.1.E.1 You may add new shrubbery and/or trees, if they are planted so they will not interfere with am adjoining resident's use of his lot or home (i.e. shrubbery or bushes shall not be planted near enough to an adjoining home so as to do damage to the home or inconvenience the occupant) and so they will not interfere with the maintenance of the Park utilities. You will pay the costs for any damage to utility lines if you cause damage as a result of planting. 7.1.E.2 Any trees or shrubbery you plant shall become a part of the real estate (the Lot itself) and may not be removed when you leave.7.1.F Keep the space around and under your home neat and free of

rubbish and other accumulations.

7.2 If you fail to comply with Rules 7.1.A-7.1.F, we will give you written notice. If you have not taken care of the problem within 72 hours of the written notice, we may perform these duties. If we do so, you will pay us \$75.00 per hour for the work we have done. If it is an emergency, we may do the work immediately, and you will pay us \$75.00 per hour for the work we have done.

7.3 No vegetable gardens shall be permitted except in areas designated by us.

7.4 We will trim and fertilize Park trees and shrubs whenever we think it is necessary. You will not cut trees or shrubbery without our written permission.

# (8) PORCHES, SKIRTING, PATIOS AND DECKS:

8.1 Porches are permitted only when we approve the design and placement in advance of construction, the construction will not conflict with the rules of the local Building Department and a Building Permit is obtained.

8.2 You will keep your porch, skirting and screening in good repair.

8.3 No material or covering shall be attached to the exterior of the skirting.

8.4 All homes shall have skirting meeting our specifications. The only type of skirting we permit is manufactured vertical vinyl skirting which is accessible at all points for entry to maintain utility connections.

8.5 No skirting shall be installed and no changes shall be made to existing skirting without first securing written permission.

#### (9) RUBBISH AND TRASH:

9.1 All garbage must be properly wrapped.

9.2 Rubbish, trash and garbage may be put only in approved trash containers. These containers are to be kept covered at all times and must be kept in the rear of the home until trash pick-up day.

9.3 Trash containers may not be stored at the hitch of the home or beside the front door.

(10) HOME:

10.1 Your home is to be kept in good repair, clean and neat. No mobile homes may enter the Park or remain in the Park unless it is safe and sanitary. No home shall be resold in place unless it meets the standards for resale.

10.2 Utility connections, including water, sewer and others, are to be properly connected, insulated and protected, before you take occupancy, and must be maintained throughout occupancy.

10.3 Plumbing in the home is to be kept in good repair, and any plumbing leaks must be repaired immediately. We may shut off water to the home if water leaks exist. All water and sewer connections from the home to the Park's in-ground connections are to be properly maintained by you.

10.4 We provide electric service to electric meter. All lines and fixtures from the meter and in the home are to be maintained in a safe manner by you.

10.5 If the home is substantially damaged by fire or other causes so that it cannot be occupied, you will remove the debris and the salvage or allow us to do so immediately, at your expense.

10.6 You are responsible for the monthly Lot Fee until your home is sold or removed from the Park.

10.7 You must file a removal certificate with the Town Clerk before you can remove your mobile home.

10.8 You are responsible for the costs to remove your home from the Park.

10.9 If you fail to comply with Rules 10.1-10.8, we will give you a written notice. If you have not taken care of the problem within 30 days of the written notice, we may perform these duties. If we do so, you will pay the cost of the repairs or removal. If it is an emergency, we may do the work immediately, and you will pay the cost of repairs.

# (11) UTILITY BUILDINGS OR SHEDS:

11.1 One utility building per lot is permitted, if it does not violate the Town's Building Code and is approved by the Building Inspector, and only if it meets the following specifications:

11.1.A Roof no higher than 7' in the center and 5' at the sides.

11.1.B Overall dimensions shall not exceed 8' x 10'.

11.1.C Sheds must be pre-approved by Branford Mobile Homes and a Building Permit, required by the Town of Branford, must be obtained before your shed can be installed.

# (12) VEHICLES:

12.1 Not more than one registered vehicle per adult resident shall be kept in the Park. The vehicles shall be in good repair and have a good appearance. They shall be properly parked in the driveway or designated parking area on your Lot. Unregistered vehicles may be towed away at your expense.

12.2 Vehicles not permitted in the Park include commercial vehicles, recreation vehicles, trailers, motor scooters, boats, ski mobiles, motorized go-carts, motorized bicycles. No motor scooter, ski mobile, or motorized bicycle may be operated within the Park.

- 12.3 No major repairs to vehicles are permitted in the Park.
- 12.4 No washing of vehicles is permitted in the Park.
- 12.5 Speed limit of all motor vehicles in the Parks is 10 mph.
- (13) NOISE:

You must be considerate of other residents, especially because many of our residents are elderly and find noise objectionable. After 10:00 pm you shall not make noise (or permit noise from anywhere in your lot) which may disturb others sleeping. Loud playing of radio, TV, stereo or other instruments is not allowed at any time.

(14) OIL STORAGE:

# NO OIL STORAGE IS ALLOWED IN THE PARK

- (15) VACANT AND UNOCCUPIED HOMES: No Home shall remain vacant or unoccupied for more than thirty (30) days without our express written permission.
- (16) SWIMMING POOLS, TENTS, SWING-SETS: No swimming pools, wading pools, tents or swing-sets (gym type) are allowed in the Park.

(17) TAG SALES AND AUCTIONS:

No tag sales, auctions or other public sales are permitted in the Park.

(18) VISITORS:

18.1 Your visitors must obey Park Rules and Regulations.

18.2 You must obtain written approval for any visitor staying with you for more than a two-week stay.

#### (19) COMPLAINTS AND PROBLEMS:

All complaints and any problems (other than emergencies) about the Park or the actions of other residents must be reported to the Management in writing at **Branford Mobile Homes, P.O. Box 935, Branford, CT 06405**. Notify us immediately of any emergency by phone at (203) 488-1758 / 468-9008, and confirm it in writing as soon as possible.

#### (20) EXCEPTION:

Reasonable exception to these regulations may be allowed at our sole discretion, if you have good reason. Any request for an exception must be made in writing.

(21) WRITTEN RENTAL AGREEMENT:

21.1 Each adult resident must sign a written rental agreement in accordance with Section 21-70 of the Connecticut General Statutes before occupying the mobile home lot.

21.2 You must abide by all reasonable obligations imposed on residents by the current Park Rental Agreement whether or not you have signed the agreement.

#### (22) VIOLATION OF RULES AND REGULATIONS:

22.1 If we are required to enforce Park Rules and Regulations against you or if we evict you because of a violation of the Rules and Regulations, you must pay all of the costs and expenses we incur, including court costs and a reasonable attorney's fee.

22.2 If you fail to comply with any of the Rules and Regulations and we must do any work as a result of your noncompliance, you must pay us \$75.00 per hour as a labor charge for the work we do.

# (23) REMOVAL OF MOBILE HOME:

23.1 You must file a removal certificate with the town clerk before you remove your mobile home.

# **APPENDIX B:**

# **RESALE STANDARDS**

NOTICE: Upon written notification by Resident to Owner of the Park of his intention to sell, Owner may ask for an inspection to be made of the Home and Lot for compliance with these resale standards as well as Park Rules and Regulations.

All necessary repairs and improvements as a result of aforesaid inspection shall be completed and home re-inspected before said Home is offered for sale.

# THE STANDARDS FOR ALL MOBILE HOMES BEING OFFERED FOR RESALE WITHIN THE PARK ARE:

(1) No mobile home will be allowed to enter the Park or resold on the lot, unless it is safe and sanitary and meets existing standards.

- (2) All homes must have smoke detectors.
- (3) All furnaces must have an emergency safety switch.

(4) All homes must be uniformly skirted with Park-approved skirting, to prevent access by animals or children to the undercarriage of the unit.

(5) Pre-cast concrete steps or other Park-approved permanent steps must be set at all doors of the home.

- (6) The homes must be in good repair and free of insects, rodents, vermin, pests, etc.
- (7) Only pre-approved utility sheds are allowed.
- (8) Any porch enclosure must be pre-approved by Branford Mobile Homes.
- (9) All utility connections must be operating correctly.

(10) All applications for Lot Leases within the Park must meet the requirements of the Rules and Regulation of the Park, which are applicable to all residents. The application for lot rental must be completed by the prospective tenant and mailed to:

# Branford Mobile Homes, P.O. Box 935, Branford, CT 06405

(11) In addition to the foregoing requirement, Resident has the obligation to ensure that his buyer demonstrates financial ability to pay the rent for the space or lot upon which the mobile home is located.

a. An acceptable credit report from a credit rating bureau is necessary before application can be approved. Applicant shall be required to pay the costs of said credit report.

(12) As part of the prospective buyer's application for Lot Lease, other occupants, pets, vehicles, etc. shall be in accordance with the Park's Rental Agreement and the Rules and Regulation.

(13) Total occupancy shall not exceed two (2) persons per bedroom.

(14) All resale must comply with Connecticut General Statutes Section 21-67a regarding the filing of Title documents on the local Land Records.

# **BRANFORD MOBILE HOMES**

P.O. BOX 612 Branford , CT 06405

#### **DISCLOSURE STATEMENT**

This statement is provided to you as a prospective or current resident of Branford Mobile Homes, 26 North Main Street, Branford, Connecticut, and is a general summary of your rights and obligations under Connecticut's mobile manufactured home laws. Refer to Chapter 412 of the Connecticut General Statutes for details of these laws. This disclosure statement does not add or subtract from your rights and obligations under the mobile manufactured home laws. The Park owner must keep a signed copy of this disclosure statement on file.

- 1. <u>Monthly Rental Fee and All Other Fees Payable by You to the Owner</u>: The rental fee payable during the term of the Rental Agreement is (**\$475.00**) dollars per month.
- 2. Length of the Rental Term: The Rental Agreement shall be for a term of one year
- 3. <u>The Amount of land Which You are Renting</u>: The approximate amount of Land that you will be renting is *2,100 square ft*. more or less.
- 4. Obligations of Park Owner:
  - a. The Park Owner must:
    - (1) Maintain the common grounds of the Park.
    - (2) Exterminate insects, rodents or other pests in the common areas of the Park.
    - (3) Maintain all utilities provided by the Park Owner.
    - (4) Provide adequate parking space.
    - (5) Maintain the roads in the Park.
  - b. The Park Owner will also provide, without charge, the following:
    - town sewers
    - water
    - utility connections to your home
    - weekly refuse pick-up
    - snow removal from main driveway
    - lawn service for common area and Lots
- 5. A more detailed description of these obligations may be found in the Rental Agreement.
- 6. <u>Your Responsibilities</u>: You must:
  - (1) Pay the Rent and all legitimate charges on time.
  - (2) Keep the Home, Lot and any supplied facilities in a clean an sanitary condition.
  - (3) Comply with the Rules and Regulations of the Park.

- 7. <u>Your Rights Regarding Eviction</u>:
  - THE FOLLOWING RIGHTS APPLY TO YOU:
    - (1) You may be evicted only for one or more of the following reasons:
      - (A) Nonpayment of Rent or outstanding charges.
      - (B) A substantial violation of a law concerning the health and safety of other residents or the physical condition of the Park
      - (C) A substantial violation of the rental Agreement or Rules and Regulations of the Park
      - (D) Failure to Agree to a Rent increase
      - (E) A change in the use of the land on which your Home is located.
    - (2) In connection with reasons (1) (B), (C) and (D) above, you must be given written notice of the violation and the 21 days in which to correct it.

 For Residents who own the Mobile Manufactured Home – Your Rights and Obligations if you sell your Home: YOU MAY SELL YOUR HOME ON ITS PRESENT LOT IF:

- (1) Your Home is save, sanitary and meets all the aesthetic standards of the park and
- (2) The purchaser meets the entry requirements of the park. *These requirements are limited by law.*

# 9. Your Rights Regarding Changes in the Park Rules:

# THE PARK OWNER MAY MAKE A CHANGE TO THE PARK RULES ONLY IF:

- (1) The purpose of the rule is to:
  - (A) promote the convenience, safety or welfare of Park residents;
  - (B) prevent abuse of the Park Owner's property; or
  - (C) distribute park services and facilities to Park residents in a fair manner.
- (2) The rule is reasonably related to its purpose

(3) The rule applies to all residents in a fair manner except reasonable exemptions may be made

- (4) The rule clearly informs you what you must do or cannot do
- (5) You receive written notice
- 10. Protection of Your Rights:

The Rental Agreement that you sign cannot take any of the rights or protections given to you by the mobile manufactured home laws.

11. Written Rental Agreement:

Neither you nor the Park Owner may rent a mobile manufactured home or lot until a written rental agreement has been signed by you and the park Owner. You should not purchase a mobile manufactured home without first contacting the Park Owner.

I/We acknowledge receipt of a copy of the above disclosure statement.

RESIDENT(S):

 _date:
 _date:
 _date:
 _date: