

MOBILE HOME LEASE AGREEMENT

This Agreement is made by and between _____ (“Lessor”) and _____ (“Lessee”).

Subject to the terms and conditions of this Agreement, and in consideration of Lessee's payment of rent, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, the following Mobile Home:

The Mobile Home (“the Mobile Home”) is located at _____ in _____ . The legal mailing address of the property is _____ .

Term

The Lease shall commence on the _____ day of _____ and shall continue in full effect until the _____ day of _____ .

Rent

Lessee shall pay Lessor rent in the amount of _____ pper month, beginning on _____. This rent is due and payable in advance on the _____ day of each month, and must be paid no later than the _____ day of each month. Any rent payment not received by the due date shall be considered overdue and in addition to Lessor's other remedies, Lessor may levy a late payment charge of \$ _____ if the rent payment is not received by the _____ of the month.

Security Deposit

Lessee shall pay a security deposit in the amount of \$ _____. Lessor shall refund the full security deposit within _____ 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.

Pets

Without Lessor’s prior written consent, no animal, bird or other pet shall be brought in Mobile Home or kept on the property on which the Mobile Home is located.

Occupants

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

Any additional occupants may not reside in the Mobile Home without the written consent of the Lessor. Any guests occupying the Mobile Home for more than _____ days at any time is prohibited and the same shall be considered a breach of this Agreement.

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 residents. Lessee shall not act 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 the resident.

Maintenance

Lessor shall be responsible for any and all routine maintenance of the Mobile Home during the term of this Agreement. Lessee shall be responsible for the cost of repairing any damage done by the Lessor, other residents, or guests at the Mobile Home.

Condition

Lessee shall keep the Mobile Home neat and clean, 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.

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.

Right to Inspect

Lessor shall have the right to enter the Mobile Home at any reasonable time for the purpose of inspection or make necessary repairs. Under these conditions, the Lessor shall give the Lessee _____ days written notice before entering the Mobile Home.

Termination

The term of this agreement is _____. The agreement will automatically terminate at the end of the term unless the Lessor and Lessee mutually agree to continue the lease. After the expiration of this lease, the agreement shall revert to a month-to-month lease.

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.

Subletting

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

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.

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.

Governing Law

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

Notices

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

Lessor:

Lessee:

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.

