

LEASE AGREEMENT

This Lease is entered into between _____ (hereinafter referred to as "RESIDENT"), of _____ and **ACCT Mobile Home Parks, LLC.** (hereinafter referred to as OWNER") of Vergennes, Vermont for the lease of a mobile home lot in _____ Park (the "Park") and is effective this _____ day of _____, of the year _____. This Lease Agreement shall automatically renew on the one (1) year anniversary, then go to a month-to-month tenancy, unless otherwise terminated by RESIDENT or OWNER, on the remaining terms and conditions herein set forth.

I. General Terms.

1. In consideration of the RESIDENT's payment of rent and agreement to and compliance with the other provisions set forth in this Lease, the OWNER does hereby lease to the **RESIDENT Lot** _____ (the "Lot") for the following home:

Construction Year: _____ Make and Model: _____
Serial # _____
Size: _____ Number of Bedrooms: _____ Number of Bathrooms: _____
Location of mobile home: _____
Lot # _____ (the "Premises").

The placement of a different home on the Lot shall require the prior written consent of the OWNER and the local municipality.

2. This Lease permits occupancy only by the RESIDENT and the following additional persons named herein. No other person(s) age eighteen (18) or older shall occupy Premises without prior written consent of the OWNER.

2a. Additional Occupants:

Name: _____	Relation to Resident: _____
Name: _____	Relation to Resident: _____
Name: _____	Relation to Resident: _____

3. Guests shall be permitted, provided that an individual guest(s)' stay does not exceed thirty (30) overnights per calendar year. Any person continuing to reside at the Premises after this thirty (30) day period without OWNER'S prior written permission must vacate or submit an application for residency. Extension of the thirty-day limit may be allowed with prior written approval from the OWNER. Should the Guest(s) application be denied, the Guest(s) must vacate the Premises. If the Guest(s) does not vacate, the RESIDENT shall be in violation of this Lease and the tenancy will be immediately terminated. This is a substantial violation of the Lease.

II. SUBLETTING AND SALE

RESIDENT shall not lease or sell, or sublet or assign, any interest in the Premises, or any interest in this Lease, without the express prior written consent of OWNER. A written request by the RESIDENT for OWNER'S approval must be submitted with a completed Mobile Home Park Application completed by the sublessee, lessee, assignee or purchaser, as the case may be. Any subletting or assignment of the Lease, without prior written consent of the OWNER, constitutes a substantial violation of this Lease. The OWNER's consent to subletting does not relieve the RESIDENT of any obligation to OWNER.

III. LOT RENT AND OTHER CHARGES

1. The basic rental for the use of **the Lot** is \$_____ per month. Rent payments are to be made by personal check, money order, treasurer's check, or bank check. Payments are to be made payable to **ACCT Mobile Home Parks, LLC** and must be mailed or delivered to OWNER's office located at **272 Main Street, Vergennes, 05491 or Mail to PO Box 311, Vergennes, VT**. Rent is due without notice on the first day of each month. All payments will be applied first to outstanding fees or charges other than lot rent, then to the earliest unpaid lot rent charges, and finally to current unpaid lot rent. Post-dated checks shall not be allowed. OWNER will not retain checks that are not immediately payable for rent.
2. OWNER shall notify RESIDENT of any returned rent check. No personal checks shall be accepted after two checks have been returned to OWNER. RESIDENT is responsible for any insufficient fees that may be charged to OWNER'S account.
3. Except as otherwise provided by law, OWNER adjusts lot rent annually for January 1st, as approved by the State of Vermont. RESIDENT acknowledges that lot rent has the potential to increase each year on the 1st of January. RESIDENT understands that even though this Lease is for a period of one (1) year, the rent may increase during the initial term of this Lease or any subsequent lease renewal. OWNER may increase the rent by giving no less than sixty (60) days written notice of said rent increase. Except as otherwise provided by law, any such increase shall be effective for a minimum of one (1) year.
4. Any payment received at the above address after the tenth (10th) day of the month will be considered late, and a rent collection service fee of Ten Dollars (\$10.00) may be charged for each late payment exceeding \$200.00.

IV. SECURITY DEPOSIT

RESIDENT shall pay to the OWNER a security deposit equal to one month's lot rent. Said sum shall be placed by OWNER in an escrow account and shall be refundable to RESIDENT upon termination of this Lease provided conditions warrant such a refund. The security deposit is intended to secure the RESIDENT's obligation to pay rent and to maintain a rented mobile home lot. The OWNER may retain all or a portion of the security deposit, for the following reasons:

- a. Nonpayment of rent.
- b. Damage to OWNER'S property, other than normal wear and tear or events beyond the control of the RESIDENT.
- c. Nonpayment of utility, tax or other charges; or
- d. Expenses for removal from the premises of articles abandoned by the RESIDENT, including personal property, the mobile home, rubbish and motor vehicles.

At the termination of this Lease Agreement, or any renewal thereof, if the RESIDENT surrenders the Premises to the OWNER in as good condition as they were at the commencement of the Lease, reasonable use and wear and damage by the elements excepted, and RESIDENT has not caused any damage to any part of the Park, and has performed all obligations under the Lease, OWNER shall promptly return the deposit in accordance with 10 V.S.A. § 6244.

V. CHANGE OF CONTACT INFORMATION

RESIDENT shall immediately notify OWNER of any changes in name, telephone number or address. RESIDENT shall provide any telephone or address information to OWNER at OWNER's request.

VI. INSTALLATION OF MOBILE HOME

RESIDENT shall install any mobile home in compliance with applicable Federal, State and local electrical, plumbing, health and safety codes. No home may be installed without first contacting OWNER and obtaining direction and approval of OWNER as to the time, place and manner of installation.

VII. USE OF HOME

RESIDENT shall use the Premises primarily for private residential purposes. However, with prior written approval from the OWNER, the RESIDENT may use a minor portion of the home for an occupation which is customary in residential areas and which use is clearly secondary to the use of the home for living purposes and does not change the character thereof or affect the operation of the Park for health, safety or aesthetic reasons. Any such use must be in compliance with law, including all appropriate ordinances, rules and regulations of any appropriate governmental authority. Where applicable, the OWNER's Housing Subsidy Covenant Agreement with the Vermont Housing and Conservation Board may limit such approval.

RESIDENT acknowledges and understands that the home's wastewater disposal system is designed for single family residential use only. The impact on a home's wastewater disposal system is and shall be an important consideration related to any use request. Because of significant increased impact on the wastewater disposal system, it is the OWNER's intent to limit the use of homes as day care centers.

VIII. RESPONSIBILITIES OF RESIDENT

1. RESIDENT shall conduct himself and require other persons on the Premises with his consent to conduct themselves in a manner that would not disturb the peaceful enjoyment of the Park by other occupants. By way of illustration only, the following applies:

- a. The RESIDENT is required to respect the privacy and lot lines of the other resident's lots. Lot lines, as a rule, are measured as halfway between the mobile home.
- b. The RESIDENT shall be responsible for the conduct in the Park of the RESIDENT, the RESIDENT's household, and any guests or other persons who are in the Park with the permission of the RESIDENT, or at the RESIDENT's direction, or for the RESIDENT's benefit. The aforesaid individuals shall not engage in any conduct which adversely affects any other Resident or the operation of the Park. At no time shall RESIDENT or their guests, etc., harass or interfere with other inhabitants of the Park.

RESIDENT shall be held responsible for the conduct of all members of their household and for any damages caused by them to private property or Park property.

Abusive, threatening, demeaning, or otherwise hostile language and/or behavior against employees of OWNER or its agents including but not limited to park managers and independent contractors shall not be allowed. Similarly, abusive, threatening, demeaning, or otherwise hostile language and/or behavior against other residents, their family members, or their guests shall not be allowed.

- c. Possession, consumption, production, or sale of illegal substances shall not be permitted. Other criminal conduct constitutes a substantial violation of this Lease. All such conduct shall be promptly reported to local and State police and authorities, and OWNER cooperate with any prosecution.
- d. Excessive sound levels which disturb residents shall not be tolerated under any circumstances at any time. Accordingly, music, television, noisy parties, voices and other acts, sounds or behavior which interfere with peaceful enjoyment of other mobile homes by their occupants shall be prohibited. A violation of this paragraph after a second written warning of any noise disturbance in the Park will be deemed a substantial violation of this Lease and OWNER may terminate this Lease and begin eviction proceedings. Quiet hours are 10:00 pm to 7:00 am.
- e. The RESIDENT shall use and maintain the Premises in good condition, keeping the premises, and any structures and improvements located on the lot, neat, clean, in good order and repair, and in such a manner as not to be detrimental to any other resident, or to the Park's reputation, or to the operation of the Park for health, safety, or aesthetic reasons. RESIDENT shall be responsible to have the home leveled each year. RESIDENT shall be responsible for the maintenance of the lawn and driveway, including snow removal from driveway and parking areas. Unsightly storage of boxes, equipment, fish shanties, and other matter around the mobile home will not be permitted. Failure to maintain your lot is grounds for eviction.
- f. Two (2) vehicles are authorized per lot and both vehicles must be registered, inspected and in working order. Upon fourteen (14) days' notice, OWNER may tow and/or impound any vehicles in violation of this provision at RESIDENT'S expense. Vehicles not properly parked in the driveway will also be subject to towing by the OWNER. Vehicles must be off park roads from November 1st through April 15th to facilitate snow removal. Vehicle repairs are not permitted in the Park.

Boats, RVs, ATV's, snowmobiles, trailers or other vehicles may only be parked in the Park with permission of OWNER and then only on RESIDENT's own driveway or in a location approved by OWNER. ATV's, mini-bike, trail bikes, scooters, three or four wheelers shall not be operated in the Park. Under no circumstances shall parking of such vehicles be permitted on lawns or other grassy areas.

- g. All homes must always be skirted with a skirting material approved by OWNER and remain skirted at all times. The skirting must be vinyl, fiberglass, plywood or of comparable quality and appearance. The skirting must be weather-tight and kept in good repair and painted as necessary.
- h. Plumbing must be kept in good repair and plumbing leaks must be repaired immediately. All exposed water lines must be properly insulated and have operative heat tapes installed and maintained by RESIDENT to prevent freezing from where the line exits the ground and

throughout the underside of the mobile home. The electrical outlet for said heat tape will be located in such a place that an extension cord is not required to connect the cable to the outlet. The heat tape installation shall comply with fire code requirements. The use of running water to prevent freeze-ups is prohibited, unless specifically authorized by OWNER. The insulation and/or thawing and repair of frozen water and sewer lines in or underneath the home shall be the responsibility of the RESIDENT. OWNER may at reasonable times, and upon twelve (12) hours' notice, inspect plumbing, insulation and heat tape installation to ensure compliance.

RESIDENT shall be responsible for any damage caused by failing to control water leaks, failing to repair frozen water lines and failure to repair blocked septic lines within and under the mobile home. OWNER shall charge RESIDENT for any damages on repair work made necessary as a result of RESIDENT action or inaction

- i. RESIDENT will not dispose of feminine sanitary products, disposable diapers, paper towels, wipes, grease or other non-soluble products or items down the toilet or sink drains. RESIDENT shall be financially responsible for the cost of remedying any sewer problem caused by RESIDENT's violation of the provision of the Lease, including damages done to the sewer system in the Park which results in surfacing, backup or other such events. RESIDENT shall be responsible for any damage caused to the septic system by parking on the septic system, overuse of wastewater facilities, failure to maintain plumbing or other appliances, or damage resulting from the erection of structures on or near the septic system. Kitchen sink garbage disposal units are not permitted. OWNER shall charge RESIDENT for any damages on repair work made necessary as a result of RESIDENT action or inaction.
- j. RESIDENT is expressly prohibited from affecting or attempting to affect, either personally or by hiring another individual to do so, any repairs to underground utilities within the park
- k. Home heating installations of stoves, pipes and connections shall comply with fire code requirements and be maintained in good and safe condition and repair.
- l. All oil and gas tanks must be located behind the mobile home or in the location least visible from the street. These tanks must be neatly installed on a slab, painted and free from rust and shall meet fire code or municipal requirements. No fifty (50) gallon drums are allowed for fuel. Replacement fuel tanks must be approved by the OWNER prior to installation. The OWNER may, with reasonable notice, inspect fuel tank installations to ensure compliance. Heating oil tank and fuel lines shall be inspected annually, and necessary repairs shall be performed as required. Failure to comply with the terms of this provision shall be a breach of this lease and grounds for eviction.
- m. RESIDENT shall not dig on the Lot without prior written consent of OWNER or its designee. Any damage done to an underground utility by the RESIDENT shall be repaired at the RESIDENT's expense. Cost reimbursement related to such repair is due and payable within thirty (30) days after presentment of the bill by OWNER to RESIDENT.
- n. Prior written approval of OWNER and Town (if permit is required) is required for any accessory structure – including but not limited to porch, shed and garage. RESIDENT shall not construct or place on the leased premises any type of addition, building, shed, awnings, deck, porch, fence, masonry or other structure without prior written approval of OWNER, which approval the OWNER shall not unreasonably withhold, provided the RESIDENT is

otherwise in good standing. Any such improvements or additions must be in compliance with local ordinances, including obtaining required permits. Any such structure erected without the prior written approval of the OWNER may, after seventy-two (72) hours written notice from the OWNER to RESIDENT, be removed and/or dismantled by OWNER, and RESIDENT shall be responsible for all costs and expenses incurred by OWNER in connection therewith. Tree houses are not permitted on Park property. No swimming pools with a capacity exceeding twenty-five (25) gallons are permitted. Swimming pools must be properly drained and stored when not in use.

- o. Fences may be erected by RESIDENT only with prior written approval by OWNER. Any fence erected by RESIDENT shall be located exclusively upon the Lot and shall not encroach upon or interfere with the use, possession or enjoyment by any person of any other lot or common areas within the Park, or with any property of the OWNER. Fences will need to be maintained appropriately by the RESIDENT. A non-complying fence may be removed by OWNER upon fourteen (14) days' notice to RESIDENT if its continued presence threatens the health, safety or welfare of any other person. OWNER shall incur no liability if OWNER removes a fence in good faith. RESIDENT shall be billed by OWNER for the full cost of disposal of the fence removed by OWNER and shall be financially liable to reimburse OWNER. If at any time, the OWNER needs to remove the fence to provide necessary repair to the lot or infrastructure, reinstalling the fence will be the responsibility and expense of the RESIDENT.
- p. No satellite dishes for the reception of transmitted signals which are larger than three (3) feet in diameter may be placed on the Premises, or any structure on the Park premises, without prior written permission of the OWNER.
- q. All garbage, trash and recyclables that are placed temporarily outside the home prior to weekly curbside pick-up must be placed in watertight receptacles of metal or other durable materials with tight fitting covers. Such trash cans must be placed behind the home. All garbage and trash must be disposed of properly. No burning of grass or trash is allowed. The garbage collectors will not be responsible for picking up furniture or other items too large for the garbage receptacles. The removal of these items is the responsibility of the RESIDENT.
- r. Trampolines are NOT allowed on the premises.
- s. Residents must register a pet when moving in with a description. No more than one (1) pet is permitted per household. Pets must be properly vaccinated and registered with the Town. Pets must be approved by the OWNER, in writing, in advance. OWNER reserves the right to reject or approve any pet. Pets must wear collars and identification tags. Any pet outside must be on a leash and accompanied by the pet owner. Hands free leashes are not allowed. Pets running loose on Park premises will be considered stray and may be removed by the OWNER or the local town Animal Control Officer. If the RESIDENT is home, the pet may be leashed outside as long as it does not disturb the neighbors. Pet owners are responsible for their pet's behavior. Pet owners are responsible to clean up after their animal, both on their lots and on Park premises. Cat litter shall not be disposed of in toilets or on the grounds of the Park. No pet may be left outside overnight. All pet owners must comply with State and local laws, regulations, and ordinances.

Feeding or otherwise caring for stray animals is prohibited. Stray or injured animals shall be reported to the local animal control authority to be removed. Pets must not be tied in an area that would prevent utility meters (water, gas, electric) from being read for fear of bodily harm.

Placement of any farm and/or wild animals on any mobile home park property is not allowed.

OWNER bears no responsibility for occurrence of harm, injury or death to a pet cause by its agents or employees, or guests, independent contractor or other residents.

- t. RESIDENT shall not operate trucks with a gross vehicle weight of more than 12,000 pounds in the Park other than for deliveries.
- u. Only licensed drivers are permitted to operate motorized vehicles on Park property. A RESIDENT permitting an unlicensed or under aged driver to operate a vehicle in the Park shall be subject to eviction.
- v. The speed limit in the Parks is ten (10) miles per hour.
- w. The discharge of firearms, pellet guns, weapons or bows and arrows is not permitted in the Park. Discharge of firecrackers is not permitted in the Park.
- x. Outdoor cooking is permitted on backyard barbeques only. Such equipment must be specifically designed and built for cooking purposes only and must comply with State and local ordinances. A fire pit is allowed under the following conditions – it has a screen that covers it, it is not burning on the ground and the fire pit itself is not more than 30” in width. The fire pit can never be left unattended, by an adult, where there is an active fire in it. The fire pit must be safely and properly made (by way of example only, it cannot be made into the ground; it must be able to be moved; cannot be made of stones in a circle on the ground or made of a structure not intended for use as a fire pit, i.e. a metal drum or old tire). No burning of grass or trash is allowed.
- y. RESIDENT agrees to use water frugally and to comply and cooperate with such reasonable water conservation measures as may be deemed necessary by the OWNER, the Municipality, and/or the State of Vermont. These measures may include the use of low flow toilets, showerheads, aerating faucets, and other such devices as may be required by State or municipal codes. Water conservation measures may also include restrictions on outdoor use of water. No washing of motor vehicles is permitted in the Park. RESIDENT shall ensure that the appliances, faucets and toilets within the home are free from leaks that will cause an unnecessary drain on the water supply. As per State statute, RESIDENT is responsible for keeping all water pipes beneath the home protected so as to reasonably prevent their freezing (see paragraph 8).
- z. The RESIDENT shall be responsible for all utility charges (including installation), including but not limited to gas, heat, electricity, telephone, cable television, and water charges. Where applicable, OWNER shall pay sewer charges. If RESIDENT is charged for water usage by the Town and each RESIDENT shall be responsible for water so billed.

- aa. RESIDENT shall be responsible for the expense of connecting and disconnecting all utility services to RESIDENT's home. RESIDENT shall be responsible for proper connections of the mobile home's water and sewer lines to Park outlets. Only licensed, qualified personnel shall do all such work. OWNER will provide and maintain underground utility services on the Lot to the first connection to the home. RESIDENT shall pay for all utilities for the lot.
- bb. RESIDENT shall pay all property taxes assessed on the mobile home and other structures and improvements on the Lot when due.
- cc. RESIDENT is required to carry homeowner insurance on the mobile home at RESIDENT's expense. The policy must carry provision for the removal of debris following a catastrophic loss. The policy must provide coverage for damage caused to soil as a result of heating fuel spill. The policy must provide public liability coverage with single combined limits of not less than \$300,000.00. OWNER must be provided with proof of insurance.
- dd. RESIDENT shall be responsible for the extermination in or under the home of any infestations of insects, rodents, vermin or other pests inherently dangerous or obnoxious to the health of other residents. Upon failure of RESIDENT to remove any infestation, the OWNER shall have the right to enter upon the premises, at reasonable times given the circumstances, to exterminate any type of infestations which in OWNER's determination is a threat to the health and welfare of RESIDENT and other RESIDENTS of the Park. RESIDENT will be billed for extermination. Such charges are due within ten (10) days after presentment of the bill by OWNER to RESIDENT.
- ee. OWNER may remove at its sole discretion any objects or structures that interfere with the Park's operation for health, safety, or other reasons consistent with the terms of this Lease. RESIDENT shall be charged for costs incurred for any objects or structures removed from the Lot in this manner. Payment for these services shall be due thirty (30) days after presentment of the bill by OWNER to RESIDENT.
- ff. No trees, shrubs or bushes are to be planted or cut down by RESIDENT without prior written approval by OWNER. Trees, shrubs and bushes can harm the septic system.
- gg. No digging, planting, flower gardens, vegetable gardens, or other uses of any kind which require digging into the ground on the lot without prior written approval from OWNER. OWNER may periodically excavate to maintain the septic systems. OWNER may have to disturb lawns or gardens to maintain the infrastructure.
- hh. Any and all complaints by RESIDENT must be submitted in writing to the OWNER and signed by the complainant.
- ii. Where applicable, the RESIDENT agrees to provide family income information in such form and at such times as may be deemed reasonably necessary by the Vermont Housing and Conservation Board or Vermont Housing Finance Agency, or any other lender or entity providing financing or funds for the purchase, refinancing, or operation of the Park.
- jj. No indecent exposure of any nature is permitted.
- kk. Passing through other residents' lots without permission is prohibited.

XI. GOODS AND SERVICES

1. RESIDENT shall not be restricted in his/her choice of vendors from whom he/she may purchase goods and services. This section shall not be construed to prohibit the OWNER from contracting with the RESIDENT for the sale, supply or distribution of goods and services, but such contract shall not be required as a condition of entrance to the Park.
2. The OWNER may set standards for materials to be used or services to be performed by vendors, where such standards are necessary to protect the health, safety or welfare of the OWNER or other persons in the Park or are necessary to preserve or improve the physical appearance of the Park. Vendors employed by the RESIDENT must observe the provisions of this Lease.

XII. RESPONSIBILITIES OF OWNER

1. The OWNER will provide and maintain adequate utility services that comply with applicable State requirements, to the Lot to the first connection.
2. Maintenance of roads, including snow removal, will be performed by the OWNER.
3. OWNER will pay property taxes on OWNER's property.
4. The OWNER will provide distribution of water within the Park. The OWNER is responsible for maintenance of the Park water distribution lines to the point at which the lines surface under the mobile home, excepting those maintenance items resulting from the negligence or failure to act on the part of the RESIDENT.
5. The OWNER will provide adequate wastewater disposal that is properly connected to an operating subsurface disposal system. The OWNER is responsible for ensuring that the wastewater disposal system is serviced adequately to prevent surfacing or back-up, except where the Park is connected to a Municipal system. The OWNER is responsible for maintaining the wastewater system to the point where it surfaces from the ground to service the mobile home, except where the Park is connected to a Municipal system. The exception is those maintenance items resulting from the negligence or failure to act by the RESIDENT. RESIDENT is responsible for keeping sewer lines clear of blockage.
6. The OWNER shall not discriminate for reasons of race, religious creed, color, sex, sexual orientation, gender identity, marital status, disability, national origin, or because a person is the recipient of public assistance.
7. OWNER shall not discriminate based on age or the presence of one or more minor children in the household, except as permitted under 9 V.S.A. § 4503(b) and (c). If age restrictions exist in all or part of a park, the specific restrictions and geographic sections in which restrictions apply shall be documented in any lease agreement.

XIII. SALE OF HOMES LOCATED IN PARK

1. Prior to listing, advertising or offering for sale a home, whether it is intended to remain in the Park or to be removed, the RESIDENT shall complete and provide to the OWNER an "Intent to Sell" form. The form is available from the OWNER.
2. If the RESIDENT desires to sell his/her home, he/she shall do so in conformance with applicable state law and local ordinances.
3. Only one "For Sale" sign shall be permitted per lot.
4. If the home is to remain in the Park, then prior to closing, RESIDENT must obtain OWNER's consent for the transfer of ownership and OWNER's offer to lease to the prospective purchaser the Lot upon which the home is located. Consent will be granted, provided that RESIDENT and purchaser have complied with the following:
 - (a) The purchaser has applied and been accepted as a RESIDENT in the Park by OWNER, and has executed a Lease Agreement with the OWNER, contingent on closing of the sale of the home to purchaser and compliant with all the conditions of this paragraph. As part of purchaser's application for acceptance as a RESIDENT, purchaser must certify to OWNER in writing that purchaser will occupy the home as his/her principal residence.
 - (b) The condition of the Lot, the home and other structures or improvements on the Lot are in compliance with the terms of the Lease.
 - (c) All Park rent, water charges and any other monies that are due under the terms of this Lease have been paid in full.
 - (d) All property taxes and municipal assessments due on the home or other structures on the Lot have been paid in full.
 - (e) RESIDENT provides to OWNER a copy of the Vermont Mobile Home Uniform Bill of Sale, stamped by and filed with the Town and the Vermont Property Transfer Tax Return.
 - (f) Mobile homes offered for sale in the Park or mobile homes to be placed in the Park shall, prior to sale or placement in Park:
 - (i) meet minimum HUD Housing Quality Standards.
 - (ii) be inspected by a qualified independent inspector approved by OWNER who shall certify to OWNER that the home will at the minimum meet HUD and State plumbing, building and electric codes and any other jurisdictions that apply relating to the health and safety of occupants of the home and of the Park, and relating to aesthetics. If the home does not meet such standards, the inspector shall identify those repairs or improvements which must be completed in order to bring the home into compliance with such standards, and the prompt completion of such repairs or improvements shall be made a written condition of such sale or placement in the Park, with appropriate safeguards to ensure that such repairs or improvements are in fact completed. Either seller or buyer may pay for both the inspection and any necessary repairs.
 - (iii) if the RESIDENT and his/her mobile home leave the lot, the OWNER may re-rent the Lot.
5. The OWNER will not require the removal of existing mobile homes in the Park on the grounds that they do not qualify under (i) and (ii) above until such mobile home is put up for sale by current RESIDENT. An exception shall be made in cases where such a home presents a danger to RESIDENT or neighbors.

XIV. ABANDONMENT

The Premises will be considered abandoned if all the following conditions exist:

- (i) a reasonable person would believe that the mobile home is not occupied as a residence.
- (ii) the rent for the Lot is at least thirty (30) days delinquent; and
- (iii) the OWNER has attempted to contact the RESIDENT at the RESIDENT's home, last known place of employment and last known mailing address without success.

Abandonment of the Premises is a substantial violation of the Lease terms and may result in immediate eviction. If the Lot or the home located on said Lot shall become abandoned during the term of this Lease, including as a result of eviction, the OWNER may commence an action for sale of the mobile home pursuant to Title 10 V.S.A. Chapter 153 and may pursue any other remedies available at law or equity. RESIDENT shall indemnify and hold OWNER harmless from, and against any and all claims arising for OWNER's handling and/or disposal of any personal property remaining on the premises after RESIDENT has vacated. It is agreed that any personal property remaining on the premises, including the mobile home, after RESIDENT has vacated shall be deemed abandoned by RESIDENT.

XV. MODIFICATION OF LEASE

1. A copy of any new Lease terms, superseding or supplementing the terms stated herein, will be furnished to RESIDENT at least thirty (30) days prior to the effective date of any amendment, addition, or deletion of the existing Lease terms, except for rent charges, which require a sixty (60) day notice. OWNER reserves the right to modify the terms of the Lease from time to time and RESIDENT agrees to execute modified Leases, subject to the notice requirements of this paragraph.
2. The OWNER may terminate this Lease in accordance with applicable State laws for nonpayment of rent or other charges, for a substantial violation of the Lease terms or any Rule or Regulation hereunder, if the RESIDENT has provided false information in the original Park Application, or if there is a change in the use of the Park land or parts thereof or a termination of the Park. RESIDENT expressly agrees that after a written notice of a violation, any repetition of the same or similar violation within six (6) months from the date of said written notice shall be deemed substantial and shall justify termination of this Lease by OWNER. Twenty (20) days written notice shall be given prior to the termination of this Lease for overdue rent and other charges, except for an additional nonpayment of rent occurring within six (6) months of a prior notice, in which case termination of the Lease shall be immediate. Termination of the Lease for a substantial violation of the Lease terms shall be immediate. Notices given hereunder shall be given by registered or certified mail.
3. The RESIDENT may terminate this Lease by giving the OWNER at least thirty (30) days notice in writing, sent by certified or registered mail, of the RESIDENT's intention to terminate the Lease and vacate the premises.
4. This Lease may be terminated at any time by the mutual consent of the parties. Such consent must be in writing and signed by all parties. Upon any termination of the Lease, the RESIDENT shall quit and surrender the premises in as good condition as they were at the beginning of the Lease, excepting reasonable use and damage by the elements.

XVI. EVICTION

RESIDENT(S) may be evicted from this Park only for nonpayment of rent or for a substantial violation of the terms of this Lease, or if there is a change in the use of the leased lot or parts thereof, or a

termination of the mobile home park. Such eviction may take in accordance with 10 V.S.A. § 6237, as may be amended from time to time.

XVII. FURTHER CONDITIONS AND AGREEMENT

1. Neither the OWNER nor its designee is responsible for damage, injury, or loss by accident, theft, or fire to either property or persons of Park residents or guests. This will be considered full notification that residents are using Park property and equipment at their own risk. This provision shall not be deemed as a waiver of the protections of implied warranty of habitability.
2. RESIDENT shall pay and indemnify OWNER against all legal costs, fees, and charges, including attorney's fees reasonably incurred, in obtaining possession of the leased premises after a default or termination of the Lease, or enforcing any covenant of the RESIDENT herein contained, including recovery of any unpaid rent or other charges, under the terms of this Lease.
3. As a condition of this Lease, the RESIDENT agrees that the OWNER shall have a lien on and security interest in the RESIDENT's home sufficient to satisfy any pending indebtedness to the OWNER as of the date of any proposed sale or removal of said mobile home, upon abandonment of the mobile home, or as a result of legal action taken for 1) nonpayment of rent or any other payment due hereunder, or 2) substantial violation of Lease terms. This lien and security interest will be automatically subordinated to any lien or security interest on RESIDENT'S mobile home given in connection with financing on said mobile home. RESIDENT shall upon request execute any financing statement or other documents required to perfect OWNER'S security interest. Upon any of the above conditions, OWNER is hereby authorized to sell such home and return any funds beyond those secured by OWNER's lien or security interest to RESIDENT, or hold same for RESIDENT, if RESIDENT cannot be reached.
4. RESIDENT agrees that this lease shall be subject and subordinate to the terms and conditions of any mortgage which may be granted by OWNER at any time, provided, however, that as long as RESIDENT is not in default hereunder, OWNER's mortgagees shall be bound by and honor the terms of this lease agreement.
5. This Lease contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions and neither party has relied upon any representation, express or implied, not contained in this Lease. All prior understandings, terms or conditions are deemed merged in this Lease. This Lease cannot be changed or supplemented orally. In the event that more than one person shall be or become the RESIDENT hereunder, then the obligations of the RESIDENT hereunder shall be deemed to be the joint and several obligations of each such person.
6. Each person signing this Lease as a RESIDENT is together and separately responsible for all the terms of this agreement including payment of the full rent amount and for any damages that become due.
7. No failure or delay by OWNER to enforce any term of this Lease shall be deemed a waiver. The acceptance of rental payments or partial rental payments shall not waive OWNER'S right to enforce any term of this Lease, including but not limited to, OWNER's right to pursue its remedies for non-payment of rent.

MOBILE HOME PARK LEASE

ADDISON COUNTY COMMUNITY TRUST, INC.

DATED: _____ BY: _____
Duly Authorized Agent

RESIDENT(S):

DATED: _____

DATED: _____

Additional Occupants over 18:

DATED: _____

DATED: _____