

LaGue Inc. Mobile Home Park Lease Agreement

Description of Park and Premises

1. LaGue Inc. hereinafter referred to as "Owner" leases to:

Name: _____

Joint (If Applicable): _____

Phone: _____

Email: _____

Hereinafter called "Tenant", a certain mobile home lot in the Owner's mobile home park, located in the Town of Berlin, County of Washington, State of Vermont, subject to the terms and conditions of this lease, and described as follows:

Termination and Changes in Lease

2. This lease shall continue in force and effect for a period of one year from the effective date hereof unless sooner changed or terminated in one of the ways set forth:

a. This lease or any portion thereof may be changed or terminated at any time by the mutual consent of the Owner and Tenant in writing and signed by the Owner and Tenant.

b. The Tenant may terminate this lease by giving the Owner at least thirty (30) day notice in writing of the Tenant's intention to terminate the lease and vacate the leased premises.

c. The Owner may terminate this lease if there is going to be a change in the use of the park land, or parts thereof, or a termination of the mobile home park. In such a case, the Owner shall give the Tenant at least thirty (30) days' notice in writing of the Owner's intention to terminate this lease.

d. The Owner may change this lease, including the basic rental, by delivering a copy of any amendment, addition or deletion to the Tenant at least thirty (30) days before any such change is to go into effect.

Renewal

3. This lease shall be renewed for successive one-year terms at the option of the Owner upon written notification to the Owner from the Tenant with their desire to renew. If notification of intent to renew is not received by the Owner and Tenant does not vacate the premises, then the terms and conditions of this lease shall be deemed in full force and effect on a month-to-month tenancy. The Owner may on occasion of renewal or holdover make adjustment in the rental rates and shall notify the Tenant of such adjustments. A new lease need not be signed on each successive renewal or holdover for the terms and conditions of the lease to continue to be binding upon both parties. Where adjustments in rental rates have been made, a copy of the adjustments shall be appended to this lease and shall become part of it.

Rental Charges

4. The basic rental for the use of the mobile home lot shall be _____ per month and shall be PAYABLE IN ADVANCE OF THE FIRST DAY OF EACH MONTH.

5. The Tenant shall pay the rental payment by mail to the Owner at the following address:

LaGue Inc.

178 Scotia Ln

Barre VT, 05641

Goods and Services

6. The Tenant may purchase goods and services to be used in and around Tenant's Mobile Home from whomever the Tenant wishes.

Sale of a Mobile Home

7. The Tenant may sell their mobile home and leave it in the park for the new Tenant to move in to, in accordance with the following procedures and requirements:

a. Prior to the sale, the Tenant must notify the Owner by certified or registered mail of the name and address of the person to whom the Tenant intends to sell Tenant's mobile home.

b. The prospective Tenant must meet the following requirements for moving into the park:

I. The prospective Tenant must submit to an interview by the Owner.

II. The prospective Tenant must provide a fully completed Park application to the Owner.

III. The prospective Tenant must agree to sign the park lease that is then in force.

IV. If the prospective Tenant is not acceptable, the Owner shall furnish the Tenant with a written statement stating the prospective Tenant is unacceptable within ten (10) days of receipt of the Tenant's notice to the proposed sale. Failure to notify the Tenant within the ten (10) day period shall mean that the Owner does not object to the sale and the prospective purchaser may be admitted into the park under the terms of a signed lease and payment of fees required under Article 11 of this lease.

Subletting

8. The Tenant shall not sublet Tenant's mobile home without the written approval of the Owner. The Owner agrees not to unreasonably withhold permission.

Eviction

9. A Tenant may be evicted from this park only for non-payment of rent or for a substantial violation of the terms of this lease, or if there is a change in the use of the park land or parts thereof, or a termination of the mobile home park. Such eviction may take place only in accordance with the following procedures:

a. Tenant may be evicted only in accordance with the law and not by force or any other self-help measures.

b. Except as stated below, before starting an eviction proceeding, the Owner shall send a notice to the Tenant by certified or registered mail, which shall include the following:

I. The reasons for seeking to evict the Tenant.

II. If the reason is nonpayment of rent, the notice shall give the Tenant twenty (20) days from the date it was mailed in order to pay all rent that is owed and avoid being evicted.

c. An eviction proceeding may be immediately commenced without prior notice, if the eviction is for a substantial violation of the terms of this lease or is for a nonpayment of rent occurring within six (6) months of a previous notice of nonpayment of rent.

d. Except for eviction for nonpayment of rent, an eviction proceeding for a substantial violation of the terms of this lease may be brought within sixty (60) days of the notice of the last violation of the terms of the lease.

Nondiscrimination

10. The Owner shall not discriminate against any Tenant or prospective Tenant for reasons of race, creed, color, sex, or national origin.

Payment Due Prior to Rental

11. Upon entry into the Mobile Home Park, the Tenant shall pay the owner the sum of \$_____, which sum shall be held by the Owner and shall be refundable to the Tenant at the termination of this lease provided that the Tenant surrenders the premises to the Owner in as good a state and condition as they were at the commencement of the lease term. Reasonable use, wear and tear thereof and damages by the elements excepted, provided that the Tenant has not caused and damage to the Mobile Home Park or any part thereof and further provided that the Tenant has paid all rent due and owing the Owner.

Responsibilities of the Owner

12. The Owner shall enforce the terms of this lease uniformly as to all Tenants.

Responsibilities of the Tenant

Tenant shall abide by the following rules in connection with the use and occupancy of the Tenant's mobile home and lot:

13. Upon entering the park with your mobile home, the attendant will show you to your designated space. A State of Vermont licensed electrician must perform all electrical connections. All water and sewer connections must be performed by a State of Vermont licensed plumber, done immediately upon entrance to the park. The water line and water meter must be wrapped in heat tape. Heat tape will be plugged in from November to May.

14. At the termination of the lease, the Tenant will quit and surrender the leased premises in as good a state and condition as they were at the commencement of the term of the lease, reasonable use, wear and tear thereof, and damage by elements excepted.

15. That if the leased premises, or any part thereof shall become abandoned during the term of this lease, the Owner, or Owner's agents, may re-enter the same, without necessity of legal process and without being held liable for any prosecution therefore, and re-let said premises as the agent of the Tenant, and receive the rent thereof, applying the same first to the payment of such expenses as the Owner will be put

to in re-entering, and then to the payment of the rent due by these present; and the balance, if any, to be paid over to said Tenant, who shall remain liable for any and all deficiencies.

16. Covered garbage pails and clothes reels must be set in the back of the mobile home. Each tenant will place his own garbage in disposable bags at the roadside on designated disposal day. No garbage shall be stored outside the mobile home.

17. The Tenant shall use the leased premises in a good husband like manner, keeping the premises neat, clean, in good order and repair and in such a manner so as not to be detrimental to any other Tenant or to the operation of the park for health, safety, and aesthetic reasons.

18. Television antennas are not allowed in the park area.

19. The Tenant may arrange the leased premises in an attractive manner to suit the Tenant in so far as the lawn, flowers, and shrubs are concerned. The Tenant shall not construct, erect, or place upon the leased premises any type of building, masonry, fence, or awnings without the prior written approval of the Owner. Such approval of the Owner shall not unreasonably be withheld. If the Owner shall disapprove of the Tenant's request, the Owner shall inform the Tenant of the reason for disapproval. Tenant is responsible for all permits that may be required.

20. All vehicles belonging to the Tenant or Tenant's guest shall be parked in the Tenant's driveway only. The Tenant may not perform repairs on the Tenant's vehicle or other vehicles within the park area. All vehicles must be off the street. The Tenant shall be responsible for the maintenance of the Tenant's driveway, including snow removal. The Tenant may park only currently registered vehicles within the park area.

21. The speed limit within the park area shall be five (5) miles per hour.

22. The Tenant shall be responsible for the conduct in the park area of the Tenant, Tenant's family, agents, guests or any other person in the park with the permission, under the direction, or for the benefit of the Tenant. Any other term of this lease notwithstanding, the aforesaid individuals shall not engage in any conduct that adversely affects any other Tenant or the operation of the park. A determination by the Owner that there has been a violation of this paragraph shall be made in good faith.

23. The Tenant shall maintain their mobile home in such a manner as not to be detrimental to any other tenant or the operation of the park for health, safety, or aesthetic reasons.

24. No pets of any kind are allowed to roam freely in the Mobile Home Park area. The Tenant must receive permission from the Owner before bringing any pet into the park.

25. All mobile homes must be secured to the tie down anchors with steel cables.

26. The Tenant's mobile home shall be regularly occupied by no more than ____ persons without the written prior permission of the Owner, which permission shall not be unreasonably withheld. Temporary occupancy by additional persons will be allowed only so long as it does not adversely affect any other tenant or the management of the park.

27. The Tenant shall be responsible for installation and maintenance of all utilities and telephone service that the Tenant desires. The Tenant shall be responsible for the payment of all utility and telephone charges.

28. Upon notification by the Tenant of the Tenant's intention to terminate the lease, the Owner or the Owner's agent shall have the privilege of displaying the usual "For Sale" and "To Let" signs on the premises and to show the property to prospective purchasers and tenants. The Tenant may at any time post a customary "For Sale" sign on the Tenant's mobile home, provided said sign is in compliance with law, including all appropriate governmental authority.

29. The Tenant agrees that the Owner, or the Owner's agents shall have the right to enter into and upon the leased premises, or any part thereof, at all reasonable times to make such repairs or alterations as may be reasonably necessary for the safety and preservation of the leased premises, the mobile home park or any part thereof.

30. No snowmobiles or ATVs may be operated in the park. Bicycles shall be operated in the park area in a careful and prudent manner. There will be no hunting, shooting, or fishing in the park area. No motorcycle riding off the roadway in the park area.

31. The Owner shall not be liable for failure to give possession of the premises upon commencement date by reason of the prior Tenant wrongfully holding over, or any person wrongfully in possession for any other reason. In such an event, the rent shall not commence until possession is given or is available.

32. The Tenant's mobile home must be skirted with materials such as Masonite or any other material approved by the Owner within thirty (30) days after the arrival at the park, weather conditions permitting. The area under the mobile home may not be used as a storage area until skirting is installed.

33. Any and all complaints must be submitted in writing to the Owner and signed by the complainant.

34. Grease, or any waste product of refuse for which the Tenant's mobile home plumbing is not designed and the disposal of which adversely affects the waste disposal system of the park shall not be deposited in said system. The Owner, upon request shall provide the Tenant with a list of substances that have adversely affected the waste disposal system in the past.

35. Tenant may have bottled gas tank within the park area. They must be placed at the side or rear of the mobile home.

36. Tenants may not have oil barrels in the park area. The Tenant will purchase an oil tank to be used for fuel oil. All fuel oil for mobile homes is to be purchased by the Tenant.

37. No wood fires will be allowed in the park area or the Tenant's mobile home.

38. All children shall be restrained by their parents or guardians from trespassing on any other lots and disturbing the quiet enjoyment of other tenants.

39. The Tenant agrees to pay the rental in accordance with parts 4 and 5 hereof, and in the event successful eviction proceedings are brought or collection measures are necessary to collect arrearages in rent or damages to the premises, the Tenant agrees to pay reasonable costs of collection, including reasonable attorney fees, plus interest on any arrearage due for more than thirty (30) days at the legal rate of interest (1% per month).

40. The Tenant is responsible for any and all movement that may occur in the shifting of the pad or the earth in the area of the mobile home and any damages caused by such movement and by signing this lease, hold LaGue Inc. and its officers harmless.

41. The Tenant hereby grants to the Owner a Landlord's lien to secure rents and other amounts that may become due from the Tenant to the Owner under this lease. The Landlord's lien shall cover the mobile home and/or structures located upon the premises of the Owner by the Tenant. The Tenant waives any homestead exemption that may exist in the mobile home or other structure.

Signature

42. Tenant's signature on this lease means that Tenant has received a copy of this lease and agrees to abide by all reasonable terms. By signing this lease, the Tenant does not waive Tenant's right to challenge any term as being unfair and unenforceable in any legal action over the enforceability of any term of this lease.

This lease shall become effective on the ____ day of _____ in the year _____.

Signed in _____, Vermont.

Park Owner

LaGue Inc.

Henry LaGue

President

Tenant
