

LOT RENTAL LEASE AGREEMENT

1. **PARTIES.** This lease agreement ("Agreement") is entered into on this _____ day of _____, 20____ by _____ ("Tenant") and Peter Kiko ("Landlord").

2. **LEASED PREMISES.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the following described property: LINCOLN VEI W DRIVE LOT # _____, DALTON OH, 44618.

3. **TERM OF THE LEASE.** The lease term of this Agreement shall commence on the date set forth in Paragraph 1 above and shall continue thereafter on a month-to-month basis. The Agreement will automatically renew each month unless either of the parties provides a thirty (30) day written notice to the other party of its election to terminate the lease arrangement on the lot as set forth in paragraph 9.

4. **RENT.** Tenant hereby agrees to pay the rental payments stipulated below for the entire term of the lease. Payments should be made to _____ at drop box on east car port or at such other place Landlord shall designate. Rent for the leased premises shall be paid in advance and without demand in equal monthly payments of \$ _____ on or before the 1st day each month. Payment of the rent shall be made by check, money order or certified check. No cash will be accepted. Tenant's right to possession and Landlord's obligations are expressly contingent upon the prompt payment of rent and the use of the leased premises by Tenant is obtained only on the condition that rent is paid in full. All moneys received by Landlord shall be applied first to non-rent obligations of the Tenant, including late charges, charges for returned checks, if any, then to rent, regardless of notations on the check. At Landlord's option, Landlord may at any time require that all rent and other sums be paid by cashier's check, certified check or money order.

5. **LATE PAYMENT FEES.** If rent is not paid by the 5th day of the month, the rent will be considered delinquent and Tenant agrees to pay a \$50 delinquent fee until all rent and applicable late fees are paid in full.

6. **NSF (Not-Sufficient-Funds) CHECKS.** Should the Tenant remit a check to the Landlord that is not paid by Tenant's bank due to Not-Sufficient-Funds ("NSF"), A NSF fee of \$50.00 shall be assessed to and paid by Tenant in addition to the amount of the NSF check. Once a NSF check has been issued by the Tenant to the Landlord, no further personal checks shall be accepted by Landlord from Tenant and the Tenant will be required to make all further rent payments by money order or certified check.

7. **SECURITY DEPOSIT.** Tenant agrees to deposit with Landlord, upon the execution of this Agreement between the parties, a security deposit in the amount of (1) months rent. This deposit shall be non-interest bearing and will be held as security for full and faithful performance of all of the terms and conditions of this Agreement by Tenant. This Deposit shall not be construed as rent, and any attempt by Tenant to withhold payment of the last month's rent, on the grounds the Deposit serves as security for unpaid rent, is a violation of the Agreement. At least thirty (30) days written notice of intent to vacate must be given to Landlord for refund of security deposit. Refunds shall be made in accordance with this Agreement.

8. SECURITY DEPOSIT DEDUCTIONS. There shall be deducted from the Deposit appropriate charges for (a) unpaid rent including late charges (b) unpaid utilities, (c) cleaning, damages and required repair to the leased premises (d) removing and/or storing abandoned property, (e) removing abandoned or illegally parked vehicles, (f) agreed costs of reletting, (g) attorney's fees and court costs incurred in any eviction proceeding against Tenant . Deposit will be first applied to non-rent items, including late charges, charges for returned checks, deductions outlined above, if any, then to unpaid rent. Any balance of Deposit shall be refunded to Tenant's forwarding address provided to Landlord in writing by Tenant in accordance with state law. Landlord shall provide Tenant a written report of any deductions.

9. NOTICE. At least thirty (30) days written notice of intent to vacate must be given to Landlord prior to move-out by Tenant and at least thirty (30) days written notice of intent to vacate must be provided by Landlord to Tenant. Said notice shall be provided to the other party either by a) hand delivery, or b) by certified mail/return receipt requested at the addresses provided herein. **VERBAL NOTICE IS INSUFFICIENT UNDER ANY CIRCUMSTANCES.** Failure to provide the thirty (30) day written move-out notice will result in the forfeiture of Tenant's deposit.

10. USE OF LEASED PREMISES. The lease premises shall be used as a single family private dwelling only Tenant shall not permit the leased premises or any part thereof to be used for (a) the conduct of any offensive, noisy, or dangerous activity, (b) repair of any vehicle, (c) the conduct of any business of any type, including child care, (d) the conduct of any activity which violates any applicable deed, or community restrictions (e) any purpose or in any other manner which will obstruct, interfere with or infringe on the rights of other persons near the leased premises. Tenant shall not permit more than (2) vehicles on the leased premises unless authorized by Landlord in writing. Non-operative vehicles shall not be stored on the leased premises or on the street in front of or adjacent to the leased premises. Any of Tenant's vehicles which are deemed inoperable may be towed by Landlord at Tenant's expense. The leased premises which are reserved for Tenant's private use shall be kept clean and sanitary by Tenant. Tenant shall be liable to Landlord for damages caused by Tenant, Tenant's guests, or occupants. Guests may not stay in the leased premises longer than seven (7) consecutive days without Landlord's written permission. Violation of any portion of this paragraph shall effect immediate cancellation of this lease agreement at the option of the Landlord with a five (5) day notice hereby waived.

11. RESPONSIBILITY FOR CONDITION OF LEASED PREMISES. Tenant shall use reasonable diligence in the care of the leased premises and shall be responsible for keeping the home and lot clean and neat and for (a) any cost of plumbing stoppages, (b) damages from plumbing stoppages (c) maintaining the yard including the shrubbery, (d) prompt removal of trash from the leased premises, (e) eliminating any condition that may be dangerous to health and safety, (f) damages resulting from Tenant's negligence.

12. AUTHORIZED OCCUPANTS OF LEASED PREMISES. The leased premises are to be occupied by the following individuals (one family) only:

- | | |
|-----|-----|
| (1) | (2) |
| (3) | (4) |

13. **LIABILITY.** Landlord shall not be liable to Tenant, Tenant's guest(s) or other occupants, for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, conditions of the leased premises, or other occurrences unless such damage or injury is caused by gross negligence of Landlord. Tenant agrees to notify Landlord immediately of any dangerous or potentially dangerous conditions on or about the leased premises. Landlord strongly recommends that Tenant secure his own insurance coverage for protection against such liabilities and losses. If Landlord, Landlord's Representatives, agents or employees are required to render services not contemplated in this Agreement, Tenant agrees to hold harmless Landlord and the others named from all liability in connection with such services.

14. **DEFAULT BY TENANT.** If Tenant fails to pay rent or other lawful charges when due or if Tenant fails to reimburse Landlord for damages, repairs, or other costs when due as provided in this lease agreement, or if Tenant abandons the leased premises, or if Tenant, Tenant's guest or other occupants violate this Agreement and/or Landlord's Rules and Regulations, Landlord may terminate Tenant's right of occupancy by giving Tenant five (5) day's notice to vacate in writing; except however, notice may be by mail or personal delivery to Tenant or left in a conspicuous place on the front door. SUCH TERMINATION DOES NOT RELEASE TENANT FROM LIABILITY FOR FUTURE RENTALS. LANDLORD'S ACCEPTANCE OF RENT OR OTHER SUMS DUE AFTER LANDLORD GIVES TENANT NOTICE TO VACATE OR AFTER LANDLORD FILES EVICTION SUIT SHALL NOT DIMISH LANDLORD'S RIGHT OF EVICTION AND SHALL NOT WAIVE LANDLORD'S RIGHT OF PROPERTY DAMAGE, PAST OR FUTURE RENT, OR OTHER SUMS DUE.. Landlord may report rentals or unpaid damages to the local credit bureau for permanent recordation in Tenant's credit record.

15. **DEFAULT BY LANDLORD.** Landlord agrees to act with diligence to make all reasonable repairs required of Landlord under this Agreement, subject to Tenant's obligation to pay for damages caused by Tenant or Tenant's guests or occupants. If Landlord violates the foregoing, Tenant may terminate this lease only when the following procedures are followed. (a) Tenant shall make written request for repair or remedy of the condition and all rents must be current at such time; (b) after receipt of such request, Landlord shall have reasonable time for repair considering the nature of the problem and the reasonable availability of materials, labor, and utilities; (c) if such reasonable time has lapsed and if Landlord has not made a diligent effort to repair, Tenant shall then give Landlord written notice of intent to terminate the Agreement unless the repair is made within seven (7) days; and (d) if repair has not been made with such seven (7) day period Tenant may terminate this lease. Then the deposit and pro-rated rent will be refunded as provided in the Agreement.

16. **PETS.** No pets are allowed in the community unless approved by management.

a. Approved pets must remain inside of the home and only allowed outside of the home when placed on a hand leash (attached to Tenant's hand) AND when accompanied by Tenant. **DO NOT CHAIN PETS IN THE YARD.**

b. Tenant shall ONLY walk his or her dog(s) in Tenant's own yard or on paved walkway. If Tenant walks his or her dog(s) outside of his or her yard, Tenant is responsible for picking up and disposing of any dog droppings.

e. Subsequent violations will result in the pet being removed from the premises by the proper authorities at the expense of the Tenant. Management retains the right to bar any and all pets from the community at its sole discretion

17. **RENT INCREASES.** At least thirty (30) days prior written notice is required for any rent increase. If notice of rent increase is given to Tenant, this lease agreement shall automatically continue on a month-to-month basis at the increased rental rate beginning on the effective date of rental increase.

18. **TENANT'S HOME SITE.** It is Tenant's responsibility to keep his or her lawn neat and free of debris at all times.

a. Should management have to pick up papers, garbage and/or other refuse from Tenant's yard, management reserves the right to assess tenant a fee for the clean-up.

b. Tenant is responsible for the appearance of the mobile home and lot, including but not limited to the grass, shrubbery, flower beds, porches, sheds, home, etc. Lawns not properly maintained by the Tenant will be maintained by management with the Tenant being assessed a lawn maintenance fee to be paid with the following month's rent

c. Homes must be skirted with industry approved skirting material within thirty (30) days after move-in.

d. All patios, porches and storage sheds must be approved by management in writing prior to erection and installation on the home site.

e. Only furniture specifically designed for outdoor use will be allowed outside of the mobile home. Lawn care equipment, BBQ pits, tools, toys and sports equipment must be in storage when not in use.

f. Tenant shall obtain permission from management prior to planting or digging on the premises (due to underground location of utilities). No shrubbery or trees can be removed upon termination of occupancy.

f. No clothes lines allowed.

g. Porches must be kept clean and neat at all times.

h. The home site is rented to the Tenant signing the Agreement. Any Tenant selling his mobile home (with home remaining in the community) or renting his mobile home must have the new resident approved by management.

i. No garbage bags will be placed outside of the home, on porches, etc.

19. **UTILITIES.** Tenant is responsible for all utilities and services incurred in connection with the premises.

20. **PARKING.** Tenant agrees to park vehicles in designated parking areas only. Trucks over 3/4 ton are not permitted without the approval of management. No buses, commercial vehicles, boats, ATV's, unlicensed or inoperable vehicles will be permitted. No more than two (2) automobiles per home site are allowed without approval from management. Parking or driving on the grass or outside of designated areas will result in a fine of \$100.00 being assessed AND any damage to the premises to be repaired at Tenant's expense.

21. **CHILDREN.** Children in the community are the sole responsibility of the children's parents. Children must be kept under close personal supervision and be accompanied by an adult at all times. Children are not allowed to play or loiter on another resident's home site without said resident's approval. Landlord will not be held liable or responsible for any accidents or injuries to life or limb of Tenant's children due to the negligence of the child, parent or responsible adult in the community.

22. **GUESTS.** Tenant is responsible for the conduct of all guests of the Tenant at all times and is financially and legally liable for any and all damage caused by Tenant's guests to the community or home sites of other residents in the community.

23. **GENERAL.**

a. No outdoor activity that is hazardous or dangerous in any way will be permitted in the community. Use of fire arms, BB guns, slingshots, bows and arrows, fireworks, trampolines, air guns and skate boards is strictly prohibited.

b. Small "kiddy type" swimming pools are allowed provided if 1) a parent is present at all times, and 2) the swimming pool is picked up and stored away daily.

c. Major Repairs to automobiles are not permitted.

d. Inoperable or wrecked automobiles must be removed from the community or said vehicles will be removed by management at Tenant's expense. Tenant will be responsible for any damage to the premises caused by Tenant's vehicles (i.e. oil and gas leaks).

e. Tenant agrees that the conduct of himself, his family and his guests will never be disorderly or boisterous, that their conduct will not disturb or interfere with the rights, comfort, or convenience of other persons on or around the leased premises, and that their conduct will not be unlawful or immoral.

f. There will be no loud music permitted in the community.

g. No mobile homes shall enter or leave the community without providing the Landlord a minimum seven (7) days written notice. No mobile homes may be moved from the community without the approval and presence of the Landlord.

h. Landlord is not responsible for any exposed water pipes above ground. It is the responsibility of Tenant to protect his or her water lines.

i. Tenant is cautioned and urged to be careful of all electrical wires, objects left on the ground and the condition of walks, drives, steps, and yards. Landlord will not be responsible for injuries to person or property or for property lost by Tenants and guests resulting from fire, wind, accident, theft, and acts of nature or other casualty. Tenant assumes the risk of hazard which may be created by other residents in the community. Tenant agrees to hold Landlord harmless from all claims for any such damage or loss.

j. Any damage to community property or facilities resulting from careless or abusive conduct by Tenant or Tenant's guests will result in the Tenant being held financially responsible for the costs of repair of the damage.

k. Tenant shall not peddle, solicit or conduct any commercial enterprise of any sort within the community.

24. **VIOLATIONS OF RULES.** Violations of the following rules will result in the waiver of the five day notice and immediate eviction from the community:

- a. Destruction of property,
- b. Disturbing or harassing other residents,
- c. Drunk or disorderly conduct,
- d. Causing a police action in the community,
- e. Allowing unauthorized persons to live in the mobile home,
- f. Failure to keep premises attractively maintained at all times,
- h. Failure to obey the community rules regarding pets.

25. **SUBLETTING.** Tenant shall not sublet the leased premises or any interest therein without first obtaining the written consent of Landlord.

26. **GENERAL.** No oral agreements have been entered into and this Agreement shall not be modified unless by written addendum. This is the entire agreement. IN THE EVENT OF MORE THAN ONE TENANT, EACH TENANT IS JOINTLY AND SEVERALLY LIABLE FOR EACH PROVISION OF THIS LEASE. Each of the undersigned states that he or she is of legal age to enter into a binding contract for lodging. All obligations hereunder are to be performed in the parish in which the leased premises are located. In any lawsuit involving contractual or statutory obligations of Landlord or Tenant and originating in justice court, county or district court, the prevailing party shall be entitled to recover attorney's fees and all other costs of litigation from the non-prevailing party. Notice by Landlord to one Tenant constitutes notice to all Tenants. Unless otherwise stated in this Agreement, all sums owed by Tenant are due on demand. Should any clause in this lease or addendum, if any, be declared invalid by law, it shall not terminate or invalidate the remainder of this Agreement. All of Tenant's statements in this Lot Rental Lease Agreement are material representations relied upon by Landlord.

THIS AGREEMENT and any addendum thereto have been executed in multiple copies; one for Tenant and one or more for Landlord. Any misrepresentations shall constitute a breach of this Agreement permitting the Landlord, at Landlord's discretion, to terminate this Agreement.

TENANT or TENANTS

NAME(S): _____ . _____ .

SIGNITURE(S): _____ . _____ .

DATE: _____

LANDLORD

NAME: _____

SIGNITURE: _____

DATE: _____