

SEVILLE MOBILE HOME COMMUNITY

LEASE

THIS LEASE (the "Lease") has been entered into with an effective date of _____, 20____, between **Seville Mobile Home Community LLC** ("Landlord"), and _____, (referred to as "Tenant").

Approved family members include: _____

In consideration of the mutual covenants herein contained, Landlord and Tenant agree as follows:

1. Leased Unit. Landlord leases to Tenant, and Tenant hires from Landlord, on the terms and subject to the conditions herein contained, the following mobile unit/residential home located at Seville Mobile Home Community: 5222 Greenwich Rd., Seville, Ohio 44273: **Lot/Unit # _____** (the "Unit"). A Unit shall refer to a mobile home unit, single-family detached frame dwelling, or a multi-family frame dwelling.

2. Term. The term of this Lease (the "Term") shall be for a period of one (1) year commencing on _____ and expire on midnight on _____, unless such Term shall sooner terminate, as hereinafter provided. However, this Lease shall terminate on the expiration date only if Tenant has given Landlord one calendar month's written notice of Tenant's intention to terminate Tenant's occupancy. Otherwise, this Lease, including all covenants and conditions herein, shall continue from month-to-month thereafter until terminated by either Landlord or Tenant upon 30-day written notice.

3. Number of Occupants. Tenant agrees that the Unit shall be occupied by no more than Tenant and above approved family members. Violation of number of occupants may result in the modification or termination of this Lease. Guests shall be permitted, provided that the Tenant notifies the Landlord in writing and receives prior approval. Approved guests may occupy the Unit for up to three (3) days only. 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 Unit sites of other residents in the community.

4. Use of Unit. (A) The Unit shall be used as a single-family private dwelling only, with the total number of adults and children residing therein not to exceed _____ family members. Tenant shall not permit the Unit or any part thereof to be used for (a) any conduct of considered illegal, criminal, 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, homeowners or community restrictions, or Landlord's Rules

Tenant Initials

and Regulations, (e) any purpose or in any other manner which will obstruct, interfere with or infringe on the rights of other persons near the Unit. Tenant shall not permit more than two (2) vehicles on the premises of the Unit unless authorized by Landlord in writing. Non-operative vehicles shall not be stored on the premises near the Unit or on the street in front of or adjacent to the Unit. Landlord may tow any of Tenant's vehicles, which are deemed inoperable, at Tenant's expense. Tenant shall keep the Unit, which is reserved for Tenant's private use, clean and sanitary. No outside garbage cans are allowed. Tenant shall be liable to Landlord for damages caused by Tenant, Tenant's guests, or occupants. During the entire term of this Lease, guests may not stay in the leased premises longer than three (3) consecutive days without Landlord's written permission.

(B) Tenant shall comply with all local, state and federal laws, public health and police regulations in connection with Tenant's use and occupancy of the Unit;

(C) Tenant shall neither cause nor permit any noise or nuisance upon the Unit or permit any act that would injure Landlord's reputation or interfere with the rights or the quiet enjoyment of other persons;

(D) Tenant shall fully comply with all community rules and regulations, as established by Landlord, and acknowledge that he/she has received a copy and reviewed the Rules and Regulations. Tenant shall save, indemnify and hold Landlord harmless for Tenant's failure to adhere to any provision of this Lease, which may result in any legal action.

(E) Violation of any portion of this paragraph shall effect immediate cancellation of this Lease at the option of the Landlord with any applicable notice period being hereby waived.

5. Rent. As Rent for the Term, Tenant shall pay Landlord the sum of _____ and No/100 Dollars (\$ _____) each month during the term of this Lease. Tenant shall pay each monthly installment without demand, in advance, without any setoff or deductions, on or before the first day of each calendar month during the Term, and any extension thereof, except that the installment for the first month of the Term shall be paid when this Lease is executed. All payments shall be made by check or money order payable to **Seville Mobile Home Community LLC**, and hand delivered to the Property Manager or owner(s) or mailed to: **P.O. Box 360263, Strongsville, Ohio 44136**, or at such other place as Landlord may designate. If Tenant's occupancy shall commence other than on the first day of a calendar month, the rental installment for the first month shall be prorated. Landlord's actual receipt of the rent payment shall be used as the applicable date for determining whether late charges shall apply regardless of whether the rental payment is timely deposited with the U.S. Postal Service. Tenant is strongly advised to allow a minimum of three (3) days for mailing and should use the overnight mail delivery system to ensure timely receipt by Landlord of the rental payment.

6. This Section Intentionally Omitted.

7. Application of Tenant's Money. Money received by Landlord from Tenant (or on Tenant's behalf) shall be applied to Tenant's account as follows: first to satisfy unpaid late fees, dishonored check fees, and to other fees owed by Tenant; second to maintenance and repair costs chargeable to Tenant; third to legal fees and court costs legally chargeable to Tenant, including costs incurred prior to curing a default; fourth to outstanding utility bills that are the responsibility of Tenant; fifth to deposits or portions thereof due from Tenant; sixth to charges, fines, and assessments against Landlord caused by Tenant; seventh to rent. Restrictive language on a check or in any communication, including those accompanying a payment, shall not constitute an accord and satisfaction or amend this provision.

8. Late Charges; Returned Checks; Costs of Collection. (a) To compensate Landlord for the extra administrative costs it will incur: (i) if any monthly installment of rent is not paid on or before the third (3rd) day of each calendar month during the Term, Tenant agrees to pay a late fee of Thirty-Five and No/100 Dollars (\$35.00); and (ii) if any of Tenant's checks are returned to Landlord, unpaid, Tenant shall pay Landlord a service charge of Fifty Dollars (\$50.00) for each such check. The service charge for returned checks shall be paid in addition to any applicable late charge; (b) Notwithstanding sub-section (a) of this paragraph, Landlord may terminate this Lease in the event that Tenants' are chronically late with rent payments. Chronic late payment is defined as paying rent after the due date on three (3) or more occasions during the term of this Lease, and the same shall constitute just cause for eviction; (c) If Landlord must institute legal proceedings against Tenant for any violation of this Lease, Landlord shall, to the extent permitted by law, be entitled to recover from Tenant all reasonable costs of enforcement, including actual attorney fees and court costs.

9. Utilities. Tenant shall be responsible for and pay all utility bills in respect of the Unit, including but not limited to electricity, water, sewer, gas, telephone, and cable. Tenant shall obtain these services and utilities in Tenant's own name to the extent permissible. Otherwise, Landlord shall submit invoices to the Tenant for any utility furnished on Tenant's account and charged to Landlord. The cost of any utility reimbursable to Landlord shall be paid with the monthly rent payment and subject to paragraphs 5 and 7 above. Tenant understands, acknowledges and agrees that any utility furnished by Landlord on Landlord's account because the services are not separately metered shall be billed by Landlord on a pro-rata basis among all current occupying tenants in an equal amount, regardless of usage by each Tenant, and Tenant accepts these terms as a condition of tenancy. In the event that Tenant is delinquent on any utility service bill or fails to pay any utility service bill, Tenant shall be in default of this Lease Agreement. If Tenant fails to cure a default resulting from failure to pay a utility service bill within three (3) days notice of such notice of default, Landlord may initiate eviction proceedings for such default.

10. Security Deposit/Cleaning Fee. Upon execution of this Lease, Tenant shall pay to Landlord a \$ _____ security deposit which shall continue to be held by Landlord, in a non-interest bearing account, as security for the faithful performance by Tenant of Tenant's obligations hereunder. Tenant represents that Tenant has not paid any security deposit to any previous owner or is not due a refund or carryover of any security deposit balance. This security deposit shall, as provided below, be returned to Tenant upon termination of Tenant's occupancy

Tenant Initials

hereunder, provided that the following conditions have been met: (a) the Term has expired and, generally, Tenant has fully met all of Tenant's obligations hereunder; (b) proper notice was given prior to Tenant's terminating Tenant's occupancy of the Unit; (c) there is no damage to the interior or exterior of the Unit beyond reasonable wear and tear; (d) the Unit (including the range, refrigerator, dishwasher, bathroom, closets, cupboards, walls, windows and carpets) are clean and in good sanitary condition; (e) no delinquent rents or other charges are owing under this Lease; (f) all keys have been returned to Landlord; (g) all debris, rubbish and discards are placed in proper rubbish containers; (h) the lawn, shrubs, and landscaping is in good condition, properly mowed and maintained, reasonable wear and tear excepted; (i) there is no damage to the Unit caused by Tenant's pet, and no lingering odor in the Unit that requires additional cleaning as determined in Landlord's sole discretion; and (j) a forwarding address has been left with Landlord. If all of the foregoing conditions are met, the security deposit shall be returned to Tenant within 30 days of termination of Tenant's occupancy without interest. If not, Landlord shall, within 30 days of the termination of Tenant's occupancy, send, by written, to Tenant an itemized list of damages claimed, including the basis for the claim and an estimated cost of repair, together with a check or money order for the difference between the amount of damages claimed and the security deposit. TENANT MUST IMMEDIATELY NOTIFY LANDLORD, IN WRITING, OF TENANT'S FORWARDING ADDRESS AFTER VACATING THE UNIT OR WHERE TENANT SHALL RECEIVE MAIL; OTHERWISE LANDLORD SHALL BE RELIEVED OF SENDING TENANT AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE. IT IS SPECIFICALLY UNDERSTOOD THAT THE AFORESAID SECURITY DEPOSIT SHALL NOT BE CONSIDERED PREPAID RENTAL AND SHALL NOT BE APPLIED BY TENANT AGAINST THE RENT OF THE LAST MONTH. Landlord shall be entitled to commingle the security deposit with Landlord's personal funds without interest. If necessary, due to the condition of the Unit left by Tenant, a cleaning fee of **\$250.00** will be charged at the time the Unit is vacated by Tenant.

11. Security Deposit Deductions. In conjunction with paragraph 8, there shall be deducted from the security deposit appropriate charges for (a) unpaid rent including late charges (b) unpaid utilities, (c) cleaning, damages and required repair to the leased premises (d) replacing unreturned mailbox keys, (e) removing and/or storing abandoned property, (f) removing abandoned or illegally parked vehicles, (g) agreed costs of re-letting, (h) attorney's fees and court costs incurred in any eviction proceeding against Tenant and (i) other charges provided for herein or agreed to by the parties hereto. The security 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 the security 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. If deductions exceed the security deposit, Tenant agrees to pay to Landlord any deficient amount within ten (10) days of written notice to Tenant by Landlord.

12. Keys. Landlord may retain a key to the Unit throughout the Lease. Tenants shall not change any lock without Landlord's prior written consent, and Tenants shall provide Landlord with a key to any new or altered lock immediately upon its installation. Landlord may

charge Tenants a reasonable amount for replacing lost keys and for assisting Tenants in gaining entry to the Unit.

13. Notices. Any notice which either party may or is required to give hereunder may be served personally or sent by certified mail, return receipt requested, and postage prepaid, as follows: (a) to Tenant at the Unit or at the forwarding address Tenant leaves with Landlord; (b) to Landlord at the address specified herein for the payment of rent, or at such other places as may be designated in writing by the parties from time to time; (c) 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.

14. Possession. Tenant shall have possession of the Unit on the date of the commencement of the Term; provided, however, that if Landlord is unable to deliver possession of the Unit on that date, Landlord shall not be liable for any damages caused thereby, nor shall the Lease be void or voidable, but rent shall abate until possession is delivered. If possession is not delivered within ten (10) days of the commencement of the Term of this Lease, either Landlord or Tenant may, by written notice, terminate this Lease.

15. Condition of Unit; Alterations; Maintenance; Repair. (a) By executing this Lease, Tenant acknowledges that Tenant has inspected the Unit and found them to be in good order and repair; and accepts the Unit in As-Is, Where-Is condition (b) Without Landlord's prior written consent in each instance, Tenant shall not make any alterations or additions to the Unit's interior or exterior or paint, wallpaper or otherwise redecorate all or any portion of the Unit, and Tenant agrees to pay for the cost of removing any work performed in violation of this provision and/or restoration of the Unit to its condition prior to such work; (c) Tenant shall not drill any holes in the floors, walls or ceiling of the Unit (nail holes for photos, paintings and other wall mounts excepted), nor place stickers or other adhesives would could deteriorate any surface; (d) Tenant agrees that during the continuance of Tenant's occupancy, Tenant will maintain in good condition the interior and exterior of the Unit, all appliances, and the grass, shrubbery and trees at any time in or around the Unit and will cause the grass and shrubbery to be kept in a cut and neat appearing condition, and will also cause snow and ice to be promptly removed from all walks, drives, etc., in the immediate vicinity surrounding the Unit. All carpeting, drapes, blinds, sod, grass, shrubbery, and trees in, on or about the Unit, whether installed or planted by or at the expense of either Landlord or Tenant, shall become the property of Landlord upon its installation or planting and shall not be removed by Tenant at any time thereafter; (e) Tenant shall, at Tenant's sole expense, keep and maintain the Unit and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal thereof. In particular, Tenant shall keep the fixtures in the Unit in good order and repair, keep the furnace clean, keep the electric bells and outlets in order, keep the walks and patios free from dirt and debris; (f) Tenant shall be responsible for any damage caused to the Unit by Tenant or by Tenant's family members, guests or invitees, and Tenant agrees to report promptly to Landlord any damage caused to or discovered in the Unit. Landlord may repair, at the expense of the Tenant, all damage to the Unit for which Tenant is responsible hereunder. Any improvements or renovations made to the Unit by Tenant shall become property of the Landlord as fixtures of the Unit for which Tenant shall not be entitled to any compensation or reimbursement. Tenant expressly releases

Landlord from any liability to compensate Tenant for any and all improvements or renovations made by Tenant to the Unit at Tenant's expense, and Landlord shall not be liable therefor.

16. Responsibility for Condition of Unit. Tenant shall use reasonable diligence in the care of the Unit and shall be responsible for keeping the Unit 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 Unit, (e) eliminating any condition that may be dangerous to health and safety (f) lost or misplaced keys, and (g) damages resulting from Tenant's negligence.

17. Maintenance Fee. Tenant shall pay to Landlord a monthly maintenance fee of \$25.00 in addition to the Rent for upkeep and maintenance of the lot on which the Unit is situated plus the common areas of the trailer court.

18. Insurance and Personal Property. **Tenant is strongly encouraged to maintain Tenant's own personal property insurance (renter's insurance).** Where applicable, Tenant shall on the date of occupancy provide Landlord with a certified copy of all such insurance. Landlord shall not be responsible for any loss of or damage to any of Tenant's personal property whatsoever that may be in the Unit and Tenant releases Landlord from any liability for loss of or damage to Tenant's personal property. Tenant also releases Landlord from any and all liability for any loss of or damage to personal property left by Tenant after Tenant vacates the Unit. Any property remaining on the Unit upon expiration of this Lease and Tenant's departure shall be deemed abandoned property which may be disposed of in any manner in Landlord's discretion free and clear of any claims of Tenant. **TENANT IS STRONGLY ENCOURAGED TO CAREFULLY INSPECT THE UNIT FOR BELONGINGS PRIOR TO VACATING THE UNIT.**

19. 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 Unit, 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 Unit. If Landlord, Landlord's Representatives, agents or employees are required to render services not contemplated in this Lease, Tenant agrees to hold harmless Landlord and the others named from all liability in connection with such services. Tenants are strongly encouraged to obtain general liability insurance for their Unit for any personal injuries occurring on or near the Unit, and Tenant shall save, defend, and indemnify Landlord from any and all liability, claims, judgments, attorney fees, costs or otherwise incurred by Landlord as a result of any claim of personal injury occurring in the Unit or immediate vicinity of the Unit for which Tenant is responsible.

20. Tenant's Unit 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 residential dwelling, mobile home, and/or 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) No Christmas lights permitted after January until the next Christmas season; (d) No fences of any type are permitted; (e) Garden hoses must be neatly stored on a hose reel or stored inside a storage shed out of sight; (f) Walkways must be made of concrete stepping stones. Concrete walkways may be allowed with management's approval. No gravel walkways are permitted. (g) All patios, porches and storage sheds must be approved by management in writing prior to erection and installation on the Unit site. (h) Only furniture specifically designed for outdoor use will be allowed outside of the residential home/mobile unit. Lawn care equipment, BBQ pits, tools, toys and sports equipment must be in storage when not in use; (i) Tenant shall obtain permission from management prior to planting or digging on the premises near the Unit (due to underground location of utilities). No shrubbery or trees can be removed upon termination of occupancy; (j) No clothes lines allowed; (k) Porches must be kept clean and neat at all times; (l) The home site is rented to the Tenant signing the Agreement. Where applicable, any Tenant selling his mobile home (with home remaining in the community) must be approved by Landlord; (m) Sub-leasing is strictly prohibited unless approved by Landlord in writing.

21. Garbage. Seville Mobile Home Community provides central garbage collection containers for the community. These containers are for household garbage only. (a) Garbage must be placed in garbage bags before being put in the containers. All garbage must be placed inside the container; (b) No garbage bags will be placed outside of the home, on porches, in vehicles, outside or around the containers, etc.; (c) No outside garbage cans are allowed in the community; (d) Failure to obey any of the guidelines will result in a fee of \$100.00 being assessed against the Tenant. If Landlord is unable to ascertain the identity of the Tenant who has violated a guideline under this paragraph, Landlord shall charge all current occupying tenants a fee of \$10.00 for cleanup costs; (e) Do not place large items in the containers (these items should be taken by the resident to the local trash facility and/or proper arrangements shall be made for their disposal).

22. Parking. Tenant agrees to park vehicles in designated parking areas only. Trucks over ½ ton are not permitted without the approval of Landlord. No buses, commercial vehicles, boats, ATV's, recreational motorized vehicles, unlicensed or inoperable vehicles will be permitted. Motorcycles on the property must be pre-approved by Landlord. No more than two (2) automobiles per Unit site are allowed without approval from Landlord. 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. **PARKING VEHICLES IN THE STREET IS STRICTLY PROHIBITED.**

23. General Rules and Regulations. Notwithstanding that Landlord may promulgate and adopt Rules and Regulations for Seville Mobile Home Community from time to time, as the same may be amended from time to time, Tenant agrees to the following general rules and regulations:

- (A) No outdoor activity that is hazardous or dangerous in any way will be permitted in the community. Use of firearms, BB guns, slingshots, bows and arrows, fireworks, trampolines, air guns and skateboards is strictly prohibited.
- (B) Small “kiddy type” swimming pools are not permitted.
- (C) Repairs to automobiles are not permitted. No oil changes are allowed on the premises.
- (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 Seville Mobile Home Community, and that their conduct will not be unlawful or immoral.
- (F) There will be no loud music permitted in the community.
- (G) There will be no open consumption of alcoholic beverages in the community.
- (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. Tenant shall be responsible for utility connections. Tenant shall protect all water lines from danger of freezing with specifications and instructions from Landlord. Tenant will be responsible for their respective sewer blockages. Electric pedestals and water meters remain the property of Landlord.
- (I) No outside oil or fuel storage tanks or containers are permitted on the premises.
- (J) 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.
- (K) Any damage to the Unit, property belonging to Seville Mobile Home Community, 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.
- (L) Tenant shall not peddle, solicit or conduct any commercial enterprise of any sort within Seville Mobile Home Community.
- (M) The maximum speed limit in the community is 5 MPH. Speeding in the community by Tenant or Tenant’s guests will not be tolerated. Landlord reserves the right to prohibit Tenant or Tenant’s guests from operating vehicles in the community if Tenant and Tenant’s guests cannot obey the posted speed limit.

24. 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 Unit 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. Children are not allowed to play in the streets at any time.

25. Fire or Destruction. If the Unit, or any substantial part thereof, are destroyed or rendered untenable by fire or other casualty not caused by the negligence of the Tenant, Tenant's family members, visitors, guests, licensees, invitees, agents, representatives and/or any individual(s) permitted entry into the Unit by Tenant, either Landlord or Tenant shall have the right to terminate this Lease upon written notice. Tenant shall remain obligated under the terms of this agreement in the event that Tenant or others described in this paragraph cause a fire or destruction.

26. Waiver of Subrogation and Indemnification. Tenant each hereby releases Landlord, including employees or agents, from all liability arising from loss, damage or injury caused by fire or other casualty to the extent of any recovery by the injured party under a policy of insurance, which permits waiver of liability and waives the insurer's rights of subrogation. Landlord shall not be liable for any damage or injury occurring on or about the Unit to Tenant, Tenant's family members, guests or invitees, except in the case of Landlord's failure to perform, or negligent performance of, a duty imposed by law. Tenant hereby agrees to protect, indemnify and hold Landlord harmless from and against any and all loss, costs, expense, damage or liability arising out of any accident or other occurrence on the Unit or any part thereof, or in any common area, causing injury to any person or property whomsoever or whatsoever, no matter how caused, except in the case of Landlord's failure to perform or negligent performance of a duty imposed by law.

27. Pets. Tenant shall be NOT be permitted to keep or harbor any pets in the Unit without Landlord's prior written consent (additional monthly pet rental fees may apply). In the event that Landlord gives consent in writing, Tenant shall save, indemnify, defend and hold Landlord harmless for any claims, suits, demands, judgments, liabilities, threatened or actual, arising from any action or conduct of Tenant's pet or Tenant's negligence, omissions or failures in supervising, controlling or confining Tenant's pet or properly maintaining it on a leash. If Tenant is permitted to keep or harbor a pet, Tenant shall, at Tenant's sole expense, procure and maintain general liability insurance coverage with policy limits of not less than \$100,000.00 naming Landlord as an additional insured to cover potential liability of Tenant's pet ownership. Under no circumstance shall Landlord be held liable for the actions or conduct of Tenant's pet. If Landlord grants permission for a pet, no other pets are allowed in the Unit without express written authorization of Landlord.

28. Assignment and Subletting. Tenant shall not assign the Lease in whole or in part (for security or otherwise) or sublet all or any portion of the Unit without Landlord's prior written permission. Unless Landlord authorizes an assignment or sublet, only those listed herein as Tenants/occupants may occupy the Unit.

29. Default. (a) Notwithstanding Landlord's right to impose a late charge, Tenant's failure to pay any installment of rent when due, or to perform any of Tenant's obligations hereunder, shall constitute a default. If a default occurs, Landlord may, at its option, terminate this Lease and regain possession of the Unit in accordance with applicable law. Recovery of the Unit by Landlord shall not relieve Tenant of any obligation hereunder, and upon default, Landlord shall be permitted to accelerate the rent due throughout the Term of this Lease and demand immediate payment thereof; provided, however, that Tenant may not be liable for the total accelerated amount of rent due hereunder because of Landlord's obligation to minimize damages through attempted re-renting of the Unit; (b) Tenant agrees that acceptance of partial rent payments by Landlord after notice of termination or forfeiture will not constitute waiver of the notice of termination or forfeiture unless Landlord agrees to a waiver in writing, nor will such payment affect any legal proceedings taken or to be taken by Landlord except to reduce Tenant's obligation to Landlord by the amount of such partial payment; (c) In the event of a default, it is understood that either party to this Lease has the right to have a court determine the actual amount due and owing the other. If Landlord must institute legal proceedings against Tenant for a violation of any of the terms of this Lease, Landlord shall, to the extent permitted by law, be entitled to recover from Tenant its reasonable costs of enforcement, including actual attorney fees and costs; (d) **Tenant understands and acknowledges that a violation or breach of ANY term in this Lease constitutes default and may result in eviction. In the event that Tenant breaches any term of this Lease agreement for any reason, Tenant forfeits the entire amount of the Security Deposit on file with Owner/Manager.**

30. Quiet Enjoyment. Landlord covenants and agrees that upon Tenant's paying the rent and performing all of the other provisions of this Lease, Tenant shall peaceably and quietly have, hold and enjoy the Unit during the Term of the Lease.

31. Access to Unit. Landlord, or its agent, shall have the right to enter the Unit at any reasonable time and upon any reasonable notice (24-hours) for the purpose of inspecting the Unit, showing the Unit to rental applicants, or for any other reason, such as making necessary repairs not made by Tenant, and the performance of an energy audit. In the event of emergency, Landlord shall be permitted to enter the Unit without notice for any purpose reasonably connected with the emergency. The reasonableness of any notice given pursuant to this Section shall be determined by the circumstances. However, in any case, if Landlord has notified Tenant of its intention to enter the Unit and has had no response from Tenant within twenty-four (24) hours of the notice, Landlord's entry shall be deemed reasonable.

32. Dangerous Materials/Illegal activity. Tenant shall not keep or have on the Unit any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Unit or that might be considered hazardous or extra hazardous by any responsible insurance company. Tenant covenants to prohibit the use of the Unit for the commission of any crime and/or any illegal activity, which may subject the Unit to applicable local, state and/or federal forfeiture laws. Violations of this paragraph shall result in an immediate termination of this Lease and entitle Landlord to take any and all necessary actions to immediately remove Tenant from the Unit. Tenant shall be liable for any and all actual costs and attorney fees incurred by

Landlord in removing Tenant from the Unit in connection with violations of this paragraph. Moreover, in the event Landlord must initiate or defend against any legal action commenced by or against Landlord as a result of Tenant's violations of this paragraph, Tenant shall reimburse, indemnify and be responsible for all of Landlord's attorney fees, costs and judgment entered against Landlord, including but not limited to, payment of the full market value of the Unit at the time of forfeiture by any governmental or law enforcement agency.

33. Subordination of Lease. Tenant's leasehold interest hereunder shall be subject, subordinate and inferior to any liens or encumbrances now or hereafter placed on the Unit by Landlord, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances and any and all renewals or extensions of such liens or encumbrances.

34. Holdover by Tenant. Tenant shall not occupy the Unit without entering into a renewed lease agreement with Landlord upon the natural expiration of this Lease. Should Tenant become a holdover for any period after the natural expiration of this Lease, the applicable rental rate for such holdover period shall be double the rental rate in effect during the natural term of this Lease, or the maximum allowed by law, whichever is greater.

35. Abandonment. No Tenant shall, at any time during the term of this Lease, abandon the Unit or be absent for a period of fourteen (14) days or more without providing notice to Landlord of such absence.

36. Return of Unit. Tenant shall return the Unit at the expiration of the term (or earlier termination) in as good a condition as when received, reasonable wear and tear excepted, and in broom-clean condition free of debris, waste and disposable items. Early surrender of the Unit, including surrender accepted in writing, does not extinguish any of Tenant's obligations to perform under this Lease, including payment of all rent required hereunder.

37. Property Manager. Any questions, concerns or required services relating to the Unit shall be directed to the on-site Property Maintenance Manager at: _____. Tenant may also contact *****, but only after diligent attempts have been made to contact the property manager.

38. General Provisions.

(A) Waiver. Landlord's non-enforcement of any term of this Lease shall not be deemed a waiver of the enforcement of that or any other term. The receipt by Landlord of rent with knowledge of a breach of any term of this Lease shall not be deemed a waiver of such breach, nor shall partial payment of rent be deemed a waiver of Landlord's right to the full amount thereof.

(B) Covenants and Conditions. Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition.

(C) Binding Effect. The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of the Landlord and the Tenant and their respective heirs, executors, administrators, successors and assigns.

(D) Modification. This Lease may be modified only by a written instrument signed by both parties; provided, however, that Landlord may make the following modifications without consent of Tenant in the following manner: (a) Landlord may make such changes as may be required by federal, state or local law or rule or regulation; (b) Landlord may adopt and make changes in house rules relating to the Unit which are required to protect the physical health, safety or peaceful enjoyment of tenants or guests. Such modifications shall be effected by Landlord's delivering or mailing 30 days written notice.

(E) Severability. If any provision in this Lease is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Lease, which shall continue to remain in full force and effect.

(F) Joint and several liability. Each tenant signing this Lease is jointly and severally liable for the full performance of the obligations arising hereunder.

(G) Time of the essence. Time shall be deemed to be of the essence in the performance of this Lease.

(H) Judgment Interest. All amounts in any lawsuit judgment shall bear the statutory interest from the due date.

(I) Entire Agreement. Tenant acknowledges that Landlord has made no representations or promises with respect to the Unit, except as herein expressly set forth, and that the foregoing constitutes the entire agreement between the parties which is entered into voluntarily. There are no other agreements that are part of this Lease or to which the parties are bound unless specifically enumerated herein. Tenant's application to lease is incorporated herein, and Tenant covenants that the information supplied in that application was and continues to be accurate.

39. Additional terms and provisions. (A) Landlord's Rules and Regulations, which may be amended from time to time, and delivered with this Lease, are specifically incorporated herein as if each term, provision or condition was specifically set forth herein, and each addendum or modification shall be of equal binding effect as if it was incorporated herein. (B) This Lease may be executed in counterparts, each of which shall be deemed an original copy and/or equally authentic as the original, and all of which, when taken together, shall be deemed to constitute one and the same document. The exchange of copies of this Lease and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Lease and may be used in lieu of the original for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

40. SIGNATURES

IN WITNESS WHEREOF, the undersigned have executed this Lease as of the date first written above.

LANDLORD:

**SEVILLE MOBILE
HOME COMMUNITY LLC**

By:
Its: Authorized Agent

TENANT:

Tenant Name: _____
Social Security # _____
Phone # _____
DL/ STATE ID # _____

Tenant Name: _____
Social Security # _____
Phone # _____
DL/ STATE ID # _____

Tenant Name: _____
Social Security # _____
Phone # _____
DL/ STATE ID # _____

Tenant Name: _____
Social Security # _____
Phone # _____
DL/ STATE ID # _____

Tenant Initials