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2016 Kingstown Mobile Home Park Lease Agreement

NOTICE REQUIRED BY LAW - Pursuant to R.I.G.L. Section 31-44- 8, please be advised as follows: "The terms of your tenancy must be in accordance with the Rhode Island Mobile and Manufactured Home Act, title 31, chapter 44. Section 31-44-3 requires all the rules and regulations governing your tenancy to be fair and reasonable. Unreasonable rules, or those not in compliance with § 31-44-3, cannot be enforced against you."

"No licensee may offer a mobile and manufactured home or a mobile and manufactured home space or lot for rent without showing to the prospective resident a copy of the written lease before the resident occupies that mobile and manufactured home space or lot. No licensee may rent a mobile and manufactured home or mobile and manufactured home space or lot until a written lease has been signed by the resident and the owner. The term of the lease shall not be less than one year unless the resident requests, in writing, a term for less than one year, or indicates in writing that he or she does not desire a written lease."

"The licensee of this park shall not require you to deal exclusively with a certain fuel dealer or other merchant for goods or services in connection with the use or occupancy of your mobile and manufactured home lot unless that restriction is necessary to protect the health, safety, or welfare of mobile and manufactured home residents in the park. If you are required to deal with a certain dealer or merchant, the price you pay for goods or services may not be more than the prevailing price in this locality for similar goods and services."

"An increase in rent, non-renewal of lease, refusal to offer a lease, or termination of tenancy which is taken against you by a licensee as a penalty for reporting a violation of the Mobile and Manufactured Home Act or of any applicable building or health code, or for any other justified complaint to a governmental authority is a reprisal and is prohibited by law."

1. PARTIES: The parties to this Lease Agreement are **Kingstown Properties, LLC**, hereinafter referred to as, "**Lessor**" and _____, hereinafter referred to as "**Lessee**." The premises shall also be occupied by the following other individuals not signing the Lease Contract for which the Lessee is responsible: _____. All adult occupants of the subject mobile and manufactured home on the subject space/lot, as described in item two (2): **THE PREMISES DEMISED AND LEASED** of this document must sign this Lease Agreement and each will be jointly and severally liable under the terms and conditions of said Agreement.

2. THE PREMISES DEMISED AND LEASED: The **Lessor** hereby rents the following space/lot to the **Lessee** for the term of this agreement; the space/lot is located at and known as _____ (street number) **Krzak Road** in **North Kingstown, Rhode Island 02852**. Said premises shall be used solely as a private residential family dwelling and for no other business or purpose.

3. TERM: The term of the Agreement shall be for one (1) year, beginning on _____ and ending on _____. The terms of your tenancy are regulated by the Rhode Island Mobile and Manufactured Home Act, Title 31, Chapter 44 of the Rhode Island General Laws.

4. WRITTEN LEASES: Written Leases are not only permitted, but **they are mandatory** under Rhode Island General Laws I (Section 31-44-7) in which the statutory responsibilities of both the mobile and manufactured home park owner and the tenant(s) are set forth. The only time a written lease is not required pursuant to Rhode Island General Law is when the tenant(s) states in writing that he/she does not desire a written lease. As such, the Lessee(s) _____ and _____, does hereby state that by signing here, that he/she **does not desire a written lease**.

Nevertheless, a mobile and manufactured home park owner is within his/her right to **require a Rental Agreement** in place of a lease in which the Tenant(s)/Resident(s) acknowledges the rights and responsibilities of both the mobile and manufactured home park owner and the Tenant(s)/Resident(s); and agrees to abide by and follow the Park Rules & Regulations (**Community Guidelines**). Therefore, the Kingstown Mobile Home Park Rental Agreement shall be used in place of the Kingstown Mobile Home Park Lease Agreement. The Park

Rules & Regulations (Community Guidelines) which have been provided to the Lessee and are applicable to the Kingstown Mobile Home Park Lease Agreement, as well as being applicable to the Kingstown Mobile Home Park Standard Rental Agreement.

5. RENT: The rent payable by the tenant for the term of the Rental Agreement shall be three hundred and eighty-five (\$385.00) dollars per month. The total annual rent (Amount) is \$4,620.00.

6. PAYMENT OF RENT: The annual rent shall be paid in advance in monthly installments: **three hundred and eighty-five (\$385.00) dollars** per month. **Rent payments shall be mailed to Kingstown Properties, LLC PO Box 577 Gales Ferry CT 06335**

A. Late Charges: Rent payments are payable consecutively on the **First (1st) Day** of each month. Payments made after the **Seventh (7th) Day** of the month will be considered "late". Any rent installment made after the Seventh (7th) Day of a month shall include a five percent (5%) late charge (Nineteen dollars and twenty-five cents (\$19.25) for three hundred and seventy-five (\$375.00) dollars.

B. Returned Check Charges (NSF Fee): A charge of forty (\$40.00) dollars shall be paid by the **Lessee** for any check that is returned unpaid. Upon return or dishonor of any check tendered as payment of rent, late charges will be assessed as if no rental payment was attempted.

Rental History of Kingstown Mobile Home Park

February 1, 2016	\$385.00 per month	
January 1, 2014	\$375.00 per month	\$400.00 per month waterfront & water view
January 1, 2013	\$375.00 per month	\$400.00 per month waterfront & water view
January 1, 2012	\$375.00 per month	\$400.00 per month waterfront & water view
April 1, 2011	\$350.00 per month	\$375.00 per month waterfront & water view

6. PRORATION OF EXPENSE INCREASES: Notwithstanding any provisions hereof, if, with respect to any calendar year, fraction of a calendar year, or renewal falling within the rental period, there shall be an increase over those for the base of the tax year of the real estate taxes upon the Park upon which the **Lessee's** mobile and manufactured home is located, resulting in an increase of valuation or rate of tax special assessments, or any other tax, including but not limited to real estate taxes, governmental taxes, personal property taxes on buildings, appurtenances, or equipment, the **Lessee** shall pay his/her/their proportionate share of such increase.

7. LIEN: The **Lessor** may place a lien upon the **Lessee's** mobile and manufactured home. This lien is for the recovery of rent agreed to be paid hereunder, and for court costs and attorneys' fees incurred under Terms and Conditions of this Lease Agreement.

8. UTILITIES & SERVICES: The **Lessor** agrees to maintain in good working order all electrical, water, and septic systems. The **Lessor** shall also provide refuse removal and road maintenance. Maintenance of all utility lines and connections, which are above ground or within the home, shall be the responsibility of the **Lessee**. The **Lessee** shall pay all charges for electricity, telephone, cable television, fuel oil, gas, water, or other utility service and energy supplies that are used, rendered, or supplied upon or in connection with the leased property. In the event of any repairs or construction to any utility within the park, written notice shall be given twenty-four (24) hours prior to such repairs or construction, except in emergencies, after which any repair shall be completed within seventy-two (72) hours unless good cause is shown.

9. USE OF THE PREMISES, OCCUPANTS, AND GUESTS: The **Lessee** shall use the subject premises for residential purposes only. **The premises shall be occupied only by those Lessees listed in item one (1): PARTIES, of this Lease Agreement.** Owners of individual mobile and manufactured homes may have as many occupants in their homes as is consistent with the number of bedrooms and/or bed spaces certified by the manufacturer. However, no occupancy shall violate any provision of the general laws or other municipal regulations. All bedrooms shall consist of a minimum of fifty (50) square feet of floor area. Bedrooms designed and certified for two (2) or more people shall consist of seventy (70) square feet of floor area plus fifty (50) square feet for each person in excess of two (2). If there is sufficient bed space according to these criteria, additional rent or charges may not be imposed by a park owner or manager for any person or persons moving in with a current resident owner of a mobile and manufactured home. No more than four persons are permitted to reside in a mobile and manufactured home in the Park. Guests may not reside in a resident's home when the resident/owner is absent. **All occupants must register with the Community Manager as per North Kingstown ordinance.**

10. SUBLEASING: The **Lessee** shall not assign this Agreement or sublet his/her/their premises.

11. THE LESSOR'S DUTIES DURING TERM OF TENANCY:

§ 31-44-7 Lease. – All terms and conditions of occupancy must be fully disclosed by the mobile and manufactured home park owner to any prospective resident in a written lease and at a reasonable time prior to the rental or occupancy of a space or lot. The disclosures shall include, but shall not be limited to, the following:

The **Lessor** shall agree at all times during the tenancy to:

- A. Maintain the premises to prevent the accumulation of stagnant water;
- B. Keep each space or lot marked to make clear each resident's area of responsibility;
- C. Keep any exterior area of the community that is not the responsibility of any resident free from any weed or plant growth that may be noxious or detrimental to the health of the residents;

D. Be responsible for the extermination of any insect, rodent, vermin, or other pest dangerous to the health of the residents whenever infestation exists in any area of the park that is not the responsibility of the resident, or otherwise and including the home itself if the infestation is not the fault of the resident and particularly if the infestation existed prior to that resident's occupancy;

E. Maintain all mobile and manufactured homes rented by the owner in a condition that is structurally sound and capable of withstanding the adverse effects of weather;

F. Maintain all electrical, plumbing, gas, or other utilities provided by the licensee in good working condition. In the event of any repairs or construction to any utility in any mobile and manufactured home park, written notice shall be given to each tenant twenty-four (24) hours prior to the repairs or construction, except in cases of emergencies. Any repair shall be completed within seventy-two (72) hours unless good cause is shown as to why the action or repair has not been completed. No utility shall be discontinued during the repairs or construction for more than three (3) consecutive hours unless the plans have been reviewed by the city or town engineer;

G. Maintain all utilities provided to mobile and manufactured homes within the park up to and including the connection to the individual mobile/manufactured home, and all water and sewage lines and connections in good working order, and in the event of any emergency, make necessary arrangements possible for the provision of service on a temporary basis. There shall be no additional charge for the use of water because a resident has children;

H. If the park operator fails to comply with paragraph (F) or (G), the resident may notify the park operator of the resident's intention to correct the condition at the park operator's expense. After being notified by the resident in writing, if the park operator fails to comply within fourteen (14) days or more promptly as conditions reasonably require in case of emergency, the resident may cause the work to be done by a contractor and, after submitting to the park operator an itemized statement, deduct from the resident's rent the actual and reasonable cost of the work;

I. Respect the privacy of the resident and if only the mobile and manufactured home space or lot is rented, agree to enter the mobile and manufactured home only with the permission of the owner and only after notice to the resident;

J. Allow all residents freedom of choice in the purchase of all services, pursuant to § 31-44-3;

K. Allow a resident to terminate a rental agreement whenever a change in the location of the resident's employment requires a change in residence if the resident gives thirty (30) days notice. A resident who is a member of the armed forces of the United States may terminate the rental agreement with less than thirty (30) days notice on receipt of reassignment orders which do not allow prior notification;

L. Maintain any road in the park within the licensee's control in good condition, provide adequate space for parking of one car for each lot, and be responsible for damage to any vehicle, excluding damages from speed bumps, which is the direct result of any unrepaired or poorly maintained access road within the community and that is within the licensee's control;

M. Make reasonable rules for guest parking which shall be clearly stated in the Park Rules & Regulations (Community Guidelines);

N. Provide a written lease of not less than one year unless the resident requests in writing a shorter term, or unless a resident in writing states that he or she does not desire a written lease. Nothing in this section prevents prospective residents from assuming from the current resident the balance of leasehold if that balance is less than one year. Notice of any rental increase shall be provided to the prospective resident in the event that less than sixty (60) days of that leasehold is remaining on the assumed portion of the lease.

12. THE LESSEE'S DUTY DURING THE TERM OF TENANCY: In addition to compliance with all applicable laws and reasonable rules and regulations of the Kingstown Mobile Home Park Rules & Regulations (Community Guidelines) concerning the use, occupation and maintenance of the premises, and compliance with the additional terms set forth herein, the **Lessee** agrees to at all times during the tenancy to comply with the following:

A. **Condition:** The **Lessee** shall keep his/her/their mobile and manufactured home and the area of **Lessee** responsibility as marked by the **Lessor** in a neat, clean and sanitary condition, free of mold, weeds, garbage, rubbish, accumulated junk and debris.

B. **Proper Use and Operation:** The **Lessee** agrees to keep the supplied, basic facilities, including any plumbing fixture, cooking and refrigeration equipment, and electrical fixtures in the mobile and manufactured home clean and sanitary and exercise reasonable care in their proper use and operation. The lessee also agrees not to place unacceptable material such as disposable diapers, cat litter, sanitary pads, grease, paint, bleach and other chemicals etc. in the septic system connected to his/her/their mobile and manufactured home. If such material is found in the septic system, the problem shall be remedied at the expense of the lessee.

C. **Damage:** If damage to the **Lessor's** property, other than normal wear and tear, is caused by acts of negligence of the Lessee or other so occupying the premises under his/her/their control, the **Lessor** may cause such repairs to be made, and the **Lessee** shall be liable to the **Lessor** for any reasonable expense thereby incurred by the **Lessor**.

D. **Step and Ramp Requirements:** The **Lessee** shall maintain all steps and skirts in good condition and repair. Handrails must be securely attached. All steps, ramps, handrails and decks must be in compliance with the North Kingstown building code. Rear steps shall not extend into the neighboring yard by more than four feet unless approved by the management.

E. **Skirting Requirements:** New skirting, or skirting being replaced, shall be of approved vinyl installed vertically in a two-track system. All skirting shall be harmonious with the home and properly maintained. Wood or sheet metal skirting is not allowed. The Lessee shall not impede access to the area under his/her home.

F. **Maintenance of the Premises:** The **Lessee** shall remove grass and weeds around trees and shrubbery, and keep lawns and gardens neat and cared for. If the **Lessee** fails to comply with these requirements, the **Lessor** may perform the work and bill the **Lessee** for any reasonable expense thereby incurred. (See Fee Schedule for said charges.) Nothing may be placed or stored outside of the home or utility building. This includes over stuffed furniture, appliances, toys, ironing boards, brooms, mops, tools, gardening and /or lawn equipment, or any item, which is unsightly in appearance. Umbrella-type clotheslines are permitted if placed in the rear of the lot and with written permission of the Park Manager. Patio furniture that complies with these guidelines and a barbeque grill, all of which are to be maintained in an attractive and neat condition, are permitted. Firewood piles must be neatly maintained in an inconspicuous place [as described in The Community Guidelines (The Park Rules & Regulations) of the Kingstown Mobile Home Park] and not to be excessive in size.

G. **TV Antennas:** TV antennas or antennas for CB radios or any other similar device is not permitted. A small satellite dish mounted on the rear of the home is permitted. Satellite Dish Antennas are permitted, but must be mounted on the roof of the mobile and manufactured home or shed in the least visually obtrusive location possible and not on or near the front of the home.

H. **Swimming Pools:** Swimming pools and wading are not permitted on the premises.

I. **Parking Areas, Walkways, Awnings, Porches, Decks, and Patios:** The **Lessee** shall keep the paved parking area, walks, and existing porches neat and in good repair. Damage from automotive fluids to the paved parking area is to be the responsibility of the Resident and replacement of the asphalt shall be at the discretion of the Community manager and paid for by the Resident. The replacement or construction of new porches is not permitted. Awnings and decks, are permitted if of commercial manufacture and pre-approved by the Park Management. Decks must not impede access to under ground utilities. The **Lessee** shall remove ice and snow from the walk, parking area, and porch or deck promptly.

J. **Vehicles: Each home site is allowed two vehicles. Maintaining a third vehicle is subject to a fee. Cars, pick-up trucks, and small vans are permitted. Trailers, Large commercial trucks, boats, campers, and A.T.V.'s are prohibited. Exception: vendors delivering parcels, non-resident vendors bringing equipment on trailers, vendors working with Kingstown Mobile Home Park. Vehicles with flat tires or in any condition which renders it inoperable will be towed.**

K. **Utility Buildings:** Utility buildings (sheds) shall be kept in good repair and shall not exceed one hundred and twenty five (125) square feet. All roofs shall be gabled and shingled and not exceed a height of eight (8') feet at the center and six (6') feet at the sides. The building must be made of wood and made by a recognized and reputable manufacturer. The utility building shall be of a design that is in harmony with the home. The location of the building shall not interfere, damage, or impede access to any utility. Permission in writing given by the Community Manager is required. Town Building permits are required. Garages, Lean-tos, Tents, Pop ups, Swing sets, and Playscapes, Screened houses, and/or Summerhouses are not permitted. Utility buildings that are in disrepair or exhibit structural damage such as rot and/or decay shall be removed. All utility buildings shall be anchored to the ground.

L. **Plumbing:** Plumbing is to be kept in good repair and plumbing leaks are to be repaired immediately. Water pipe heat tapes shall be properly wrapped around the pipe to the manufactured and mobile home. The tape shall be replaced annually or as required and covered with an insulating material and a waterproof covering. The Lessor reserves the right to shut-off the water supply to the home if a water leak exists.

M. **Fires:** Open Fires including fire pits, camp fires, barrel fires, chimneas, and tiki torches are not permitted. Gas grills for outdoor cooking must be located at least 10' from neighboring structures.

N. **Water Consumption:** Residents' water consumption will be audited by electronic monitoring. Lessees shall be limited to 3,000 gallons per registered resident per month. Excessive use of water is prohibited. Washing vehicles is prohibited. Use of sprinklers is prohibited. Taking in someone else's laundry is prohibited. Lessees using more than the allotted amount of water as described above shall receive written warnings. If a lessee continues excessive use of water (more than the allotted 3,000 gallons per tenant per month) the lessee may be evicted.

O. **Local Property Taxes:** The Lessee agrees to file with the Assessor of the Town of North Kingstown, before November 1, of each year, all necessary information required for the assessment of motor vehicles and his/her/their mobile and manufactured home.

P. **Liens:** The **Lessee** will not permit any mechanic's liens, material-man's or other liens to stand against the home lot or Park for work or material furnished to the **Lessee** provided that the **Lessee** shall have the right to contest the validity of any lien or claim if the **Lessee** shall have posted a bond to insure that, upon final determination of the validity of such a lien or claims, the **Lessee** shall immediately pay any judgment rendered against him, with all proper costs and charges, and shall have such lien released without cost to the **Lessor**.

Q. **Occupancy:** No space/lot shall be occupied by any person other than the owner of the mobile and manufactured home who shall be a registered tenant in good standing. **All Residents must be registered tenants and they shall be named on the lease.** A registered tenant has met all Community requirements for tenancy and has signed a lease or a rental agreement and as such has a binding contract with the Community Owner/Management for the possession and use of the space/lot in exchange for payment of rent. Residents must promptly notify the Community Management in writing in advance of any household occupancy changes.

R. **Fuel Tanks:** Fuel Tanks shall be located to the rear of the Home site, shall have adequate supports and must be well painted and maintained. Oil tanks that are in direct contact with the ground are prohibited and must be replaced. Maintenance of fuel tanks shall be in accordance with The Kingstown Mobile Home Park Rules & Regulations.

S. **Window Air Conditioners:** Air conditioners placed in windows must be supported by commercially manufactured supports. 2 X 4 wooden supports are dangerous and not permitted. Lessees assume all liability of possible home break-ins by having window air conditioners that can be easily removed by thieves.

T. **Tie Downs or Anchors:** All mobile and manufactured homes in the Community must have professionally installed tie downs or anchors.

U. **Illegal or Hazardous Substances & Materials:** Residents shall not store or keep illegal or hazardous substances & materials on the premises.

V. **Contractors:** All work on homes must be performed by a licensed contractor or the home owner. Contractors performing work on Resident's homes shall be licensed and insured. Contractors submitting work proposals or estimates must be approved by the Community Management. Proof of license, insurance, and permits must be provided to the Community Management.

W. **Permits:** Proper permits are required for all repairs, replacements, and new construction, including roof installation, window replacement, decks, sheds, and siding.

13. VENDORS: The **Lessor** reserves the right to restrict home delivery service vendors in the event that the vendor, after notice, continues to violate traffic regulations of the park or unduly disturbs the peace and quiet of the residents of the park or violates any local or State law or regulation.

14. ALTERATIONS: No alteration, addition, or improvements shall be made by the **Lessee** to the mobile and manufactured home without the prior written consent of the **Lessor**. Such consent shall be totally at the **Lessor's** option. No altering of the **Lessor's** property will be tolerated.

15. NOISE: The **Lessee** agrees not to allow on the premises any excessive noise, or other activity, which disturbs the peace and quiet of others. The lessee shall observe the period between 9pm and 7am as a time when noise levels are significantly reduced.

16. OPERATING A BUSINESS: The Lessee may conduct a limited home based business provided the mobile and manufactured home continues to be used primarily for residential purposes. The business may not create a lot of traffic and noise. Street signs or signs mounted on the home or placed in a window are not permitted. The business may not involve employees, clients, customers, vendors, and contractors, etc. visiting the mobile and manufactured home. No excessive deliveries or pick-ups of mail or packages are allowed. Automobile repair and sales businesses are prohibited. Pet breeding or pet boarding business are prohibited. Child care and day care businesses or services are prohibited.

17. PETS: The **Lessee** agrees not to have more two (2) cats or dogs on the premises. Animals must be registered with and approved by the **Lessor** before entering the property. **Animal owners must sign and abide by Kingstown Mobile Home Park Pet Addendum Agreement (See appendix A).** **Lessor** reserves the right to restrict any dog breeds. Exotic pets, including snakes, monkeys, pigs, ferrets, large lizards, or any other exotic pets or naturally wild animals are not permitted on the premises. No livestock, or poultry will be permitted on the premises. Visiting pets are not allowed. Restrictions do not apply to service animals.

18. PROHIBITED CONDUCT:

- A. Any noise which disturbs the peace of the Residents in the Community is not allowed at any time.
- B. Abusive language, intoxication or any actions related to alcohol or illegal drug abuse by anyone including Residents and guests which may be dangerous, create a health and safety problem, or disturb other Residents is prohibited.
- C. Any conduct by **Lessee** or guests that is disturbing to other Residents or **Lessor** such as illegal activity, threatening, loud behavior, quarreling, fighting, stalking, or repeated harassment is prohibited. Failure to comply with this rule constitutes grounds for eviction.
- D. Any tampering with utilities or telecommunication services is prohibited.
- E. Possessing a weapon prohibited by State Law.
- F. Discharging a weapon or firearm in the community is prohibited.
- G. Possessing a controlled substance or drug paraphernalia is prohibited.
- H. Growing, processing, and selling marijuana is prohibited.
- I. Any disruption of Community operations is prohibited.

19. YARD SALES AND SIGNS: The **Lessee** shall not conduct any yard sales on the premises. Commercial signs or political signs of any type are not permitted in the park. "For Sale" signs used in selling the **Lessee's** mobile and manufactured home shall be posted in the windows of the home, and in such a manner as not to unreasonably detract from the appearance of the park. For Sale signs shall not exceed 24" X 24" in size. "For Sale" signs shall be removed within twenty-four (24) hours of the time a home is no longer offered for sale. The **Lessee** must obtain permission in writing from the **Lessor** to post a "For Sale" sign.

20. INSPECTION BY PARK OWNER/MANAGER: In order to assure compliance with the Park Rules & Regulations (Community Guidelines) and the terms of this Lease Agreement, the **Lessor** reserves the right to enter the **Lessee's** mobile and manufactured home, or leased premises, at any time in an emergency, without prior notice. The **Lessor** or his agent reserves the right to inspect the interior of a **Lessee's** home, with good cause, provided the **Lessor** gives the **Lessee** twenty-four (24) hours prior notice.

21. PERSONAL INJURY AND PROPERTY DAMAGE: The **Lessee** shall forever hold and keep the **Lessor** harmless and indemnified on account of any loss, cost, damage, injury or liability resulting from the occupation of a pad/space or violation by the **Lessee** of any such statute, ordinance, regulation, order, or decree, or based on in any way arising out of the use of land and roadways of Kingstown Properties, LLC and/or use and occupancy of said premises (leased home site) by the **Lessee**. If the **Lessee** incurs any damage to his/her manufactured home from storms, fire, vandalism, or acts of God, the **Lessee** shall repair or remove the damaged home within a reasonable time or the **Lessor** may do so at the **Lessee's** expense. If the Lessee elects to repair his/her damaged home, such repairs shall begin as soon as practicable or within fifteen (15) days after the damage has occurred. A licensed and insured contractor (approved by the Park management) must do repairs to plumbing, electrical, and structural systems in the damaged home. All loose damaged items and debris shall be removed immediately. If the damage cannot be repaired within thirty (30) days, the Lessor may require that the home be removed from the Park for repairs at the Lessee's expense.

22. INSURANCE & LIABILITY: (a) The Resident shall have a policy of "Fire and Extended Coverage" insurance and general public liability insurance on his/her home and Premises. The policy will include "fuel oil spill hazard insurance" if the Resident has a fuel oil or kerosene fueled heating system. (b) The Resident is responsible for the cleanup, contaminated soil removal, fees, fines, penalties, permits, restoration, laboratory testing, certification and recertification, government inspections, and all costs and efforts associated with any kerosene or fuel oil spill or leakage on the leased Premises. (c) The Resident agrees to provide evidence of insurance to the Manager upon request. (d) The Resident is responsible for assuring that any worker or contractor or fuel oil delivery vehicle requested to come upon the Premises has both workers compensation and liability insurance. (e) The Resident agrees to assume sole responsibility for the condition of the Premises and to release the **Lessor** and the Manager from liability for any unknown defects on or about the Premises. (f) It is agreed that the **Lessor**, who is the Manager of "Kingstown Mobile Home Park", and that the holders of any beneficial interest in the LLC, shall not have any personal liability under the terms of this Agreement, and that the liability of the Owner and the Manager shall be limited as provided by law.

23. ABSENCE OR ABANDONMENT: The **Lessee's** unexplained and/or extended absence from the premises for thirty (30) days or more without payment of rent as due shall be prima facie evidence of abandonment. The **Lessor** is then expressly authorized to remove the **Lessee's** mobile and manufactured home and other property. If the **Lessee** does not claim his/her/their manufactured mobile home and property within an additional thirty (30) days, the **Lessor** may sell such property and apply the proceeds of said sale to the unpaid rents, damages, storage fees, sale costs, and attorney's fees. Any unclaimed balance held by the **Lessor** for a period of six (6) months shall be forfeited to the **Lessor**.

24. TERMINATION OF TENANCY: The **Lessee's** tenancy may be terminated by the **Lessor** for any reason permitted by law, including, but not limited to, any of the following reasons:

- A. Tenancy may be terminated on thirty (30) days notice for nonpayment of rent, utility charges, or reasonable incidental service charges;
- B. Tenancy may be terminated on sixty (60) days notice from the date of notification to terminate, and the **Lessee** will remove his/her property from the Park for repeated conduct of the **Lessee** upon the park premises, which disturbs the peace and quiet of other tenants in the park such as intoxication, abusive language, or any actions involving alcohol or illegal drug abuse and/or sale and distribution of illegal drugs.
- C. Tenancy may be terminated on sixty (60) days notice for failure of the **Lessee** to comply with local ordinances, state or federal law or regulations relating to mobile and manufactured homes and mobile home parks. The **Lessee** first must be given notice of failure to comply with the laws and regulations, and be afforded a reasonable opportunity to comply with these laws and regulations;
- D. Tenancy may be terminated on sixty (60) days notice if the **Lessee** fails to comply with reasonable Park Rules & Regulations (Community Guidelines) as established by the **Lessor**. The **Lessee** agrees to pay all costs of collection of damages as a result of the **Lessee's** breach of this Lease Agreement including reasonable attorney's fees;
- E. Tenancy may be terminated on sixty (60) days notice for damage to the property of the Lessor and/or any Resident/Tenant of Kingstown Mobile Home Park caused by the **Lessee**, reasonable wear and tear excepted.
- F. Tenancy may be terminated for condemnation or change of the use of the mobile and manufactured home community.

25. BREACH OF LEASE: If there is any other material noncompliance of the Lease Agreement by the **Lessee** not previously specifically mentioned, the **Lessor** may deliver a written notice to the **Lessee** specifying the acts and omissions constituting the breach, and that the Lease Agreement will terminate not less than sixty (60) days after the receipt of this notice. If the breach is remediable by repairs or the payment of damages or otherwise and the **Lessee** adequately remedies the breach prior to the date specified in the notice, the Lease Agreement will not terminate.

If the same act or omission that constituted a prior noncompliance, of which notice as given reoccurs within six (6) months, the **Lessor** may terminate the Lease Agreement upon at least fourteen (14) days specifying the breach and the date of termination of the Lease Agreement.

26. OPTION TO RENEW LEASE: The **Lessee** shall have the option to renew this lease for an additional one (1) year under similar terms and conditions as are included herein, with the exception of the rent. The **Lessee** must be in full compliance with the Park Rules & Regulations (Community Guidelines) and must be current on all rental payments. The **Lessor** may deny the Lessee the right to renew for any reasons set forth in item # 24: "TERMINATION OF TENANCY" and item #25: "ELIGIBILITY FOR A MOBILE AND MANUFACTURED HOME AND OR LESSEE TO ENTER OR REMAIN IN THE COMMUNITY". The rent of the new lease shall be the established prevailing rent of the other **Lessees** of similar class in Kingstown Mobile Home Park at the time of the expiration of this lease, or a proposed new rent, if deemed necessary by the **Lessor**, wherein they have given the required sixty (60) days notice to the **Lessees**. The **Lessor** shall give the **Lessee** forty (40) days notice prior to the expiration of this lease of the **Lessee's** right to renew. The **Lessee** may renew this lease by signing and returning a Lease Addendum, which will be attached to the Lease Agreement by the **Lessor**. The **Lessee** shall give the **Lessor** a written notice of his/her/their intention to renew this lease at least twenty (20) days prior to the expiration of this lease.

27. LESSOR'S RIGHT TO SUBSTITUTE SITE (SPACE/LOT): The **Lessor** retains the right to require the **Lessee** to move his/her/their home to another location within the Park for good cause, when necessary for proper mobile and manufactured home park development, maintenance, or improvement, provided, however the **Lessor** shall not have the right to require the **Lessee** to move to another location within the park if the site is to be leased to another Tenant/Resident. In an emergency, the **Lessor** shall give the **Lessee** two (2) weeks prior written notice of such relocation. At all other times, the **Lessor** shall give the **Lessee** not less than four (4) weeks prior written notice of such relocation. The **Lessor** shall be responsible for and pay all costs of moving the **Lessee's** home, including disconnection and connection of all utilities involved. If the **Lessee** elects to move his/her/their home from the present site to another in the Park, the **Lessee** shall pay the relocation fee of twenty thousand (\$20,000.) dollars to the **Lessor** for the preparation of the new site and connection of all utilities to the home.

28. ELIGIBILITY FOR A MOBILE AND MANUFACTURED HOME AND OR LESSEE TO ENTER OR REMAIN IN THE PARK: The **Lessor** may refuse to sell a mobile and manufactured home, allow a mobile and manufactured home to remain in the park, or to approve entry to the park for any reason permitted by law, including, but not limited to, all reasonable causes as listed below:

- A. The proposed Tenant/Resident does not meet the entry requirements of the Park and such requirements are equally applied by the owner to all purchasers and prospective Tenant/Residents;
- B. That the **Lessee** or proposed Tenant/Resident intends to utilize the purchased mobile and manufactured home for illegal purposes or for any purposes that would disturb the quiet enjoyment of the other park residents;

- C. That the proposed Tenant/Resident is has not been approved and accepted by management per park occupancy application procedure and guidelines for the space or lot upon which the mobile and manufactured home is located;
- D. The **Lessor** may require the removal of a mobile and manufactured home being sold whose age and condition do not meet the safe, sanitary, and aesthetic standards of mobile and manufactured homes in the Park, pursuant to Section 31-44-4 (f) (4) of the Rhode Island General Laws, as specified in this Lease Agreement and in the **Lessor's Park Rules & Regulations (Community Guidelines)**. The **Lessee** shall have sixty (60) days to bring his/her/their mobile and manufactured home into compliance with the standards. If time or weather conditions pose a hardship, the **Lessee** may establish an escrow account, sufficient to compensate for necessary improvements, provided said account shall be held by the **Lessor**. These standards are as follows:
 - 1. Adequate, protective exterior siding, in good condition;
 - 2. Roof in good condition and repair;
 - 3. Windows and doors in good condition and repair;
 - 4. Plumbing and electrical systems in conformity with local and state codes and in good repair;
 - 5. An approved anchoring system;
 - 6. Skirting around the base only with approved vinyl skirting materials in good condition;
 - 7. Steps, ramps, and handrails are sturdy and in neat and good condition.
- E. **Lessees** transporting a mobile and manufactured home into Kingstown Mobile Home Park shall pay to the **Lessor** an entrance fee in the amount of sixty-five thousand (\$65,000.00) dollars provided the **Lessor** did not receive a fee or commission for the sale of said mobile and manufactured home. Prior to the home's placement a septic system suitability determination must be made and a septic repair or new installation may be required. A cement slab must be poured for the home at the **Lessee's** expense. When a mobile and manufactured home is placed on or transferred to a new space/lot or other space/lot in the Park at the **Lessee's** request, the **Lessee** shall have a professional mobile and manufactured home installer block, level, attach tie downs, a licensed plumber connect water, sewer, and a licensed electrician connect electrical lines to the mobile and manufactured home.

29. COMMUNITY GUIDELINES: The **Lessee** acknowledges receipt of a complete and current copy of the Kingstown Mobile Home Park Rules & Regulations (Community Guidelines) and the **Lessee** acknowledges that he/she/they have had ample time and opportunity to read said Park Rules & Regulations (Community Guidelines) prior to signing this Lease Agreement. Section 31-44-3 of the Rhode Island General Laws requires all rules and regulations governing your tenancy to be fair and reasonable. Rules not in compliance with the Rhode Island Laws cannot be enforced against you. The **Lessee** and all persons residing in or visiting his/her/their mobile and manufactured home shall abide by and follow the Park Rules & Regulations (Community Guidelines).

30. SUBORDINATION: The **Lessee** shall, upon the request of the **Lessor** in writing, subordinate this Lease Agreement to the lien of any present or future institutional mortgage upon the Leased premises irrespective of the time of execution or the time of recording of any such mortgage. Provided, however, that a condition to such subordination, the holder of the mortgage shall enter first into an agreement with the **Lessee** in form suitable for recording to the effect that: in the event of foreclosure or other action taken under the mortgage by the holder thereof, this Lease Agreement and the rights of the **Lessee** hereunder shall not be disturbed but shall continue in full force and effect so long as the **Lessee** shall not be in default.

31. SALE OF A MOBILE AND MANUFACTURED HOME BY LESSEE: The **Lessee** may sell his/her/their mobile and manufacture home as provided for by law, including, but not limited to, under the following circumstances and subject to the rules set forth in the Kingstown Mobile Home Park Rules & Regulations (Community Guidelines), and the following procedures:

- A. The **Lessee** shall be in compliance with The Park Rules & Regulations (Community Guidelines).
- B. The **Lessee** shall notify the **Lessor** in writing of the intent to sell the home at least twenty (20) days before the home is listed for sale.
- C. Within ten (10) days of the **Lessor's** receipt of the written intent to sell the home, the **Lessee** shall permit the **Lessor** or his/her designee to inspect the mobile and manufactured home or any other building to determine whether or not the mobile and manufactured home is in need of repair, is safe, and sanitary, and the appearance of the home is harmonious with the other homes in the community.
- D. The **Lessor** shall notify the **Lessee** within five (5) days of the inspection, in writing, of any modifications repairs, or changes, which need to be made prior to the sale of the home.
- E. Five days prior (or sooner) to the sale of the mobile and manufactured home, the Seller (**Lessee**) must have his/her/their mobile and manufactured home's septic system pumped and treated by a licensed sanitary waste contractor at the expense of the **Lessee**. The **Lessee** shall submit a copy of the receipt for the pumping and treatment to the **Lessor**.
- F. Prior to the sale of the mobile and manufactured home, the **Lessee** shall have the exterior of the home, stairs, deck, and shed cleaned.
- G. The **Lessee** shall inform potential purchasers that they must apply and be approved by Kingstown Mobile Home Park for occupancy prior to the sale of any home. Anyone applying for acceptance as a **Lessee** or for residence in the park may be required to meet the Qualifying Guidelines established by Kingstown Mobile Home Park, which guidelines are subject to change. The Kingstown Mobile Park Qualifying Guidelines and application procedure are available for review by written request at any time. If accepted by the **Lessor**, the potential purchaser must sign a Kingstown Mobile Home Park lease and/or Rental Agreement, and agree to comply with all Park Rules & Regulations (Community Guidelines).
- H. The sale of any mobile and manufactured home is expressly subject to the terms and conditions of Section 31-44-4, as amended, of the Rhode Island General Laws and expressly subject to all standards listed herein this Lease Agreement and The Park Rules & Regulations (Community Guidelines) for the mobile and manufactured home to remain in Kingstown Mobile Home Park.

32. NO WAIVER: The **Lessor's** acceptance of rent with knowledge of any default by the **Lessee** or waiver by the **Lessor** of any breach of any term of this agreement shall constitute a waiver with respect to that particular occurrence and shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be constituted as a waiver by the **Lessor** of said term, condition, and/or right and shall not affect the validity or enforceability of any provision of this Lease Agreement.

No action or omission of the management or the management's representative will be considered a waiver of any subsequent violation, default, time or place of performance. The management, by not enforcing or belatedly enforcing written notice requirements, rental due dates, liens, or other rights is not a waiver under any circumstances.

33. ATTORNEY'S FEES AND COSTS: After the service of notice to quit, or the commencement of a suit, or after final judgment for possession of said premises, the **Lessor** may receive and collect any rent due, and the payment of said rent shall not waive or affect such notice, said suit, or said judgment. The **Lessee** further covenants and agrees to pay and discharge all reasonable costs and expenses and Attorney's fees that shall be made or incurred by the **Lessor** in enforcing the covenants and agreements of this Lease Agreement; by eviction action or otherwise; provided that, in the event that a judgment is rendered in the **Lessee's** favor, the **Lessor** may not collect any attorney's fees, court costs or other expenses.

34. FORCE MAJEURE: If the Management is prevented from completing performances of any obligations here under by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, or any other occurrence which is beyond the control of the Management, then the Management shall be excused from any further performance of its obligations hereunder.

35. ADDITIONAL TERMS AND CONDITIONS: Additional paragraphs _____ through _____ are attached hereto and are part of this Rental Agreement.

Wherefore, we the undersigned do hereby execute and agree to this Lease Agreement, this _____ day of _____, in the year _____.

Lessor

Lessee's Signature

Lessee Print Name

Lessee's Signature

Lessee Print Name

Lessee's SS#

Lessee's SS#