

LEASE AGREEMENT

This Lease Agreement hereinafter "lease," dated \_\_\_\_\_ (Mo/Day/Yr) by and between \_\_\_\_\_ hereinafter "Lessor" AND \_\_\_\_\_ hereinafter "Lessee".

In consideration of the mutual covenants herein expressed, and in compliance with ACT 261 and House Bill No. 2212 of the General Assembly of the State of Pennsylvania, governing the relationship between Lessee and Community management (Lessor), the parties hereto agree as follows:

- **Designated notification recipient lessee:** In accordance with Act 261 and House Bill No. 2212 the below listed Lessee is designated to be the official recipient of all required notices pertaining to this Lease:  
Designated Lessee: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

1. This Lease will be binding upon the parties hereto and their heirs and executors.
2. Community management (Lessor) hereby rent to Lessee and Lessee rents from Community management (Lessor). Manufactured Home Space located at \_\_\_\_\_  
Having lot number \_\_\_\_\_ in the Community. Known as:  
\_\_\_\_\_ standard sized lot \_\_\_\_\_ Undersized lot \_\_\_\_\_ oversized lot
3. Lessee agrees to place and/or maintain the manufactured home of the following description on the space:  
Make: \_\_\_\_\_ Year \_\_\_\_\_ Size \_\_\_\_\_ Color \_\_\_\_\_ SN \_\_\_\_\_ /
4. This Lease shall be for a period of ONE (1) MONTH beginning on the first day of \_\_\_\_\_ (mo/yr). In the event Lessee occupies the manufactured home space prior to the beginning date, the rent for such prior occupancy shall be prorated.
5. The monthly rent to be paid by Lessee unto Community management (lessor) is as follows: Monthly rent for the manufactured home space is \$ \_\_\_\_\_, plus as additional rent, charges if any included in the Disclosure of Fees document attached hereto
6. Payments are to be mailed to:

Or other location as directed by Community management (Lessor) from time to time.

7. Site rental is payable in advance. Payments are due on the first day of the month. Other charges and fees are due upon billing.

8. If Lessee fails to pay Community management (Lessor) the monthly rental on time, the Community management (Lessor) may collect as additional rent a late fee for late payment if the rent is more than ten days overdue. See attached Disclosure of Fees.

9. At the end of the initial term and all subsequent terms this Lease shall be automatically renewed for an additional term of one month subject to any modifying provisions by Community management (Lessor).

10. Lessee hereby grants to Lessor the right of first refusal to purchase the Home, upon the following terms and conditions: If at any time during the term of this Lease, including any renewal, Lessee received a bonafide offer from a third party to purchase the Home, which offer Lessee desires to accept, Lessee shall promptly deliver to Lessor a copy of such offer, and Lessor may, within fifteen (15) days after such delivery, elect to purchase the Home on the same terms as those set forth in the third party offer. If Lessor elects to purchase the Home, settlement shall take place no later than forty five (45) days after such election. If Lessee fails to comply with the provision of the paragraph, Landlord shall have all remedies available at for or in equity.

11. (a) Notice. Lessee shall notify manager at the rental property office both orally and in writing of any problem affecting the Premises.

(b) Alterations. Lessee shall not alter the Premises, nor physically attach any personal property or build additions, sheds or plant vegetation that grows over 6 feet high to the Premises, unless Lessor's written permission is obtained. See Rules and Regulations.

12. Upon termination of this Lease, Lessee may remove his home on or before termination date, after first obtaining the necessary removal permit from the local tax office, and shall display the permit to Lessor before commencing removal of his unit.

If Lessee breaches any policy or agreement of the Lease, or the Rules and Regulations, the Community management (Lessor) shall notify the Lessee of the breach. Such notice will substantially specify the rule allegedly breached and advise Lessee that if the violation continues the Community management (Lessor) may terminate the Lease and bring summary proceedings for possession of the manufactured home space.

13. Lessee shall occupy and use the Premises and the common areas of the manufactured home community in which the Premises are located (the "Community") in compliance with all Federal, State and Local laws, ordinances and regulations now in force or hereafter enacted and imposed. Violation of such laws, ordinances and regulations by Resident shall be a violation of this Lease, and shall permit Lessor to exercise any and all remedies provided by this Lease, including eviction.

14. In the event that more than one person is Lessee under this Lease, or in the event that a Co-signer/Guarantor signs this Lease, Lessor or its representative may proceed with its available legal remedies against any or all of the Lessees and/or Co-signers/Guarantors, and the liability of each shall be "joint and several." This means the Landlord can sue any one or more of the Residents or Co-signers/Guarantors for violations of this Lease.

15. Any equipment, fixtures, goods or other property of the Lessee not removed by Lessee upon any quitting vacating or abandonment of the premises by the Lessee, or upon the Lessee's eviction, shall be considered as abandoned and the Lessor shall have the right, without any notice to the Lessee, to sell or otherwise dispose of the same at the expense of the Lessee and shall not be accountable to the Lessee for any part of the proceeds of such sale, if any. The rules governing abandoned manufactured homes are set by statute No.1996-74



16. Lessor shall not be liable for failure to give possession of the leased property to the Lessee upon the effective date of this lease. In such event, rental payments and other fees, charges or assessments shall not commence until possession is given to, or is made available to the Lessee, and the term of the Lease shall be extended accordingly.

17. Lessee hereby agrees that they will abide by the Rules and Regulations as attached hereto, as well as any additional or amended Policies and guidelines provided written notice is provided. Violations of these Rules and Regulations shall constitute a breach of this Lease and be grounds for eviction. It is a violation of the Park Rules and Regulations to be late on lease payment. All Rules and Regulations are acknowledged to be conditions of this Lease.

18. Indemnification of Lessor by Lessee. Lessee shall be responsible for, and indemnify Lessor against any and all obligations, costs, liabilities, claims, damages of Lessors (including reasonable attorney fees and court costs) which may be imposed upon or incurred by Lessor in connection with loss or damage to property or injury to persons resulting from an act or omission by Lessee or Lessee's guests. This means that if Lessor pays any money, including court costs and attorney's fees, as a result of any loss or damage to property or injury to persons resulting from Lessee's actions or omission or the acts or omissions of Lessee's family, guests, or other person on the Premises or Community with Lessee's permission, Lessee agrees to be responsible for and will pay or reimburse Lessor all of those payments made and or incurred by Lessor, including court costs and attorney's fees. If Lessor employs an attorney to defend against any claim or demand brought by or on behalf of Lessee, Lessee agrees to be responsible for and pay or reimburse Lessor for all attorney's fees and court costs incurred by Lessor, even if no gal action is filed.

19. Lessor agrees to furnish Lessee with two overnight parking spaces. Lessee agrees to prominently display on his vehicles the parking permits obtained from Lessor.

The Lessee may not sublet the premises or any portion or part thereof. The Lessee may sell the mobile home belonging to the Lessee, but following the sale, if the mobile home is to remain in the Community with a new owner, written approval of the new owner by the Lessor is required, and this approval must be obtained prior to sale.

The Lessee agrees that the Lessor and the Lessor's agents, employees or other representatives shall have the right to enter into and upon the said premises consisting of the lot which is the subject of this lease, or any part thereof, at all reasonable hours, for the purpose of examining the same or making such repairs including excavation or alterations therein as may be necessary for the safety and preservation thereof. This clause shall not be deemed to be a covenant by the Lessor nor be construed to create an obligation on the part of the Lessor to make such inspection or repairs.

All goods and personal property of any kind in or upon the leased premises shall be the sole responsibility of the Lessee and in no event shall Lessor be liable for any loss or damage too said goods or property for any reason whatsoever.

20. Lessee shall maintain insurance on the Home, which insurance shall cover (1) damage to the property of Lessee or Lessee's guests, and (2) injury to persons occurring on or about the Premises. Lessee, upon request by Lessor, shall provide Lessor with written evidence of such insurance such as a Certificate of Insurance.

21. The Lessor shall not be liable for any damage or injury which may be sustained by the Lessee or any other person, as a consequence of the failure, breakage, leakage, or obstruction of the water, sewer, waste or oil pipes, or the electrical, gas or oil system; or by reason of the elements; or resulting from the carelessness, negligence, or improper conduct on the part of any other Lessee or the Lessor or this or any other Lessee's agents, guest, licensees, invitees, sublessees, assignees or successors; or attributable to any interference with, interruption of or failure beyond the control of the Lessor of any services to be furnished or supplied by the Lessor.

22. The various rights and remedies of the Lessor expressed herein are cumulative, and the failure of the Lessor to enforce any such right or remedy at any time against the Lessee shall not constitute a waiver thereof.

23. The Lessee shall pay all county, municipal and school district real estate taxes assessed and levied against his home and personal property, and shall furnish Lessor, when requested, with proof of payment of same. Failure to pay such taxes when due shall be a violation of this lease, Rules and Regulations, if any, and constitute default hereunder.



24. The Lessee shall conform to all Rules and Regulations made by the Lessor for the use and government and management of this mobile home community to protect the entire premises of the Lessor and to further the general comfort and welfare of all of the occupants which rules and regulations and any changes thereto hereafter adopted are attached hereto and incorporated herein by reference and made a part hereof, and are covenant and conditions of this Lease, the same as if fully set forth herein Lessor shall furnish Lessee with notice of all changes in said rules and regulations. Lessee acknowledges receipt of a copy of such regulations concurrent with execution of this lease.

25. The Lease, and the aforesaid rules and regulations, constitute the entire agreement between the parties and same is not subject to any oral modification. Further, this agreement shall be legally binding upon the parties hereto and their respective heirs, successors and assigns. If any information provided by the Lessee whether by way of background, financial or otherwise, which has induced the Lessor to enter into this lease, is found by the Lessor to be false, the lease shall, at the option of the Lessor and upon notice to the Lessee be null and void and the Lessee shall be considered a trespasser.

As required by Law, Act 261, Addendum 2212, Statute 1996-74, Notices #1, #2, #3, Disclosure of Fees and Rents, Lease Agreement Rules and Regulations are posted in office located at 45 N. Courtland Street, East Stroudsburg, PA. 18301. Copies are also posted in Community.

Additionally, copies of Act 261, Addendums 2212 and Statute 1996-74 are available on line by googling:  
PA Act 261, PA House Bill 2212, PA Statute 1996-74.

I understand and agree to the terms of this Lease

LESSEE \_\_\_\_\_ Date and time \_\_\_\_\_

\_\_\_\_\_ Date and time \_\_\_\_\_

\_\_\_\_\_ Date and time \_\_\_\_\_

LESSOR (Signature required) \_\_\_\_\_ Title \_\_\_\_\_

LENDER INFORMATION:

Company \_\_\_\_\_ Lender Phone \_\_\_\_\_

Address \_\_\_\_\_ Contact Person \_\_\_\_\_

\_\_\_\_\_ Loan # \_\_\_\_\_