

RENTAL AGREEMENT
HIDDEN HILL MANUFACTURED HOUSING PARK

1. **Parties:** This Rental Agreement is made the ____ day of _____, 20__ by and between _____ (hereinafter called "Park Management", whose mailing address is _____, and _____ of _____ (hereinafter called "Resident"). Approval for occupancy is also extended to the additional registered person(s) comprising the resident's family structure.

Name	Relationship
_____	_____
_____	_____
_____	_____

No additional persons or other individuals are permitted to reside with resident without the express, prior permission of Park Management. Resident may neither assign this agreement not sublet the mobile home.

2. **Term:** This Rental Agreement shall commence on _____, 20__ and extend to the last day of the said month, thereafter, continuing as a month tenancy until terminated as provided in the Rules and Regulations of this park as currently in effect or as amended in the future, or as allowed by State law. Upon the death of the resident, or if there is more than one, upon the death of the last surviving resident, this Rental Agreement should automatically terminate.

3. **Leased Premises:** Resident does hereby lease from Park Management a certain lot parcel of land in _____ **Hidden Hills Park**, known as lot # _____. No ownership rights whatsoever arise from this Rental Agreement. Upon termination of this tenancy, though sale of the mobile home or otherwise, the mobile home must be removed unless Park Management agrees to enter into a new Rental Agreement.

4. **Ownership of Home:** The resident has represented to Park Management that he/she is the owner of the mobile home described in Section 5 below. Any transfer of title of the mobile home to any other person or entity is prohibited and shall terminate the Resident's tenancy.

5. **Manufactured Home:** Resident is hereby authorized to locate the following described Manufactured Home (and no other)

Make and year: _____ Model: _____

Serial #: _____ Color: _____

6. **Rent:** The initial monthly lot rent shall be \$_____, payable in advance prior to Resident moving into this Park and on the first day of each month thereafter until this Agreement is terminated. The monthly rent may be changed by Park Management at any time

in the future, as circumstances require, upon giving forty-five (45) days written notice to the Resident setting forth the date upon which shall become effective. A late payment charge of four percent (4%) of the total monthly rent will be charged and is due and payable during any month in which payment is received after the fifteenth (15th) day of the month. Each tenant is jointly and severally liable for the rent and any other park charges.

Tenants shall make all rental payments in full. Payment or receipt of a rental payment of less than the amount stated in the lease shall be deemed to be nothing more than partial payment on that month's account. Any and all partial payments accepted by the Landlord shall be applied to the rent arrearage (or any other monetary obligation under the lease) which first became due and no partial payment shall be applied to the current month's rent until all outstanding arrearages have been paid in full despite any endorsement, stipulation, or other statement on any check or money order. Under no circumstances shall the Landlord's acceptance of a partial payment constitute accord and satisfaction. The Landlord's acceptance of a partial payment will not forfeit the Landlord's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check or money order.

The Tenant will pay a Thirty-Five Dollar (\$35.00) service fee as additional rent for any check returned to the Landlord by the Tenant's bank for insufficient funds and/or any other reason.

7. Payments Pending Litigation: During the pendency of any action for forcible entry and detainer, including any notice of termination, the Tenant shall continue to be obligated to comply with all provisions of this Lease Agreement, including, but not limited to the obligation to pay rent and any other charges that shall become due, as long as the Tenant remains in possession of the premises. By incorporating with this provision in this Lease Agreement and agreeing to be bound by its terms, the Parties wish to clarify that they do not intend to create any type of new tenancy beyond this Lease Agreement, and they wish to clarify that until a court has ordered that possession of the premises be returned to the Landlord, and the Tenant's right of appeal has expired, the leasehold obligations remain in effect.

8. Change of Ownership Fee: Each new Resident is required to pay a change of ownership fee when purchasing a mobile home. This fee is two (2) times the monthly rent. This amount must be paid in advance and is not refundable under any circumstances.

9. Security Deposit: Upon executing this Agreement, the Resident shall pay Park Management a security deposit equivalent to One (1) months' rent, \$_____. The deposit may be applied by park management toward reimbursement for any reasonable costs to repair or cleaning necessitated by Resident's acts or omissions in violations of this Agreement (normal wear and tear excluded) and for rent or other financial obligations which are due, unpaid, and owing.

10. Fees, Charges, and Assessments: Resident does hereby agree to pay all fees, charges, and assessments due pursuant to the Rules and Regulations of this Mobile Home Park. Any such fees, charges and assessments may be increased by Park Management upon giving thirty (30) days written notice.

11. Rules and Regulations: Resident does hereby acknowledge receipt of the Park Rules and Regulations, along with a copy of the State Law governing Mobile Home Parks, Title 10 Chapter 953 of the Maine Revised Statutes Annotated. Having had an opportunity to review

said Rules and Regulations, Resident does hereby acknowledge that he, his family, guests, and invitees will comply with all such Rules and Regulations. Resident further acknowledges that Park Rules and Regulations may be changed by Park Management anytime in the future upon giving the Resident thirty (30) days written notice setting forth the date upon which such change shall be effective. Violation of the above-referenced Rules and Regulations may, at the sole discretion of Park Management, lead to eviction pursuant to the laws of this State.

12. Eviction: Resident hereby acknowledges his status as a tenant at this Mobile Home Park. If the Resident remains at the leased premises beyond the termination date, Management may begin a legal action for possession. Until Resident vacates the leased premises all provisions of this lease shall remain in effect. Any payment received by Management during or after an eviction is for use and occupancy only and is not accepted as rent and shall in no way create a new tenancy.

13. Waiver: Park Management retains the right, for demonstrated good cause, to waive any one or more violations of any rule with respect to one or more Residents. Waiver of any rule shall not be deemed a waiver of any other rule unless expressly stated therein, nor shall a waiver on behalf of any specified individual or individuals be deemed a waiver for any unspecified individuals.

14. Indemnification: Resident agrees to indemnify and save Park Management harmless from all liability, loss, or damage arising from any nuisance made or suffered on the leased premises and or any of the parks amenities by the Resident, his household members, his guests, or his invitees, or any carelessness, neglect, or improper conduct of any such persons. All personal property of the Resident shall be kept and maintained at the sole risk of said individual. Park Management shall not be liable for damages to or loss of any property of any kind which may be lost or stolen, damaged or destroyed by wind, fire, water, steam, defective refrigeration, or otherwise while on the leased premises, unless due to the negligence of Park Management or its agents. Park Management cannot and will not accept any liability because of "Acts of God". Resident agrees to defend (including payment of attorney's fee and court costs), indemnify and hold Park Management harmless from any loss, damage, claim, demand, suits, judgements or liabilities to which Park Management may be put arising from any injury or resulting from the use of the leased premises or common areas by Resident, his household member, his guest, or his invitees, not occasioned by the negligence of Park Management or its agents.

15. Breach: Any violation of the provisions of this Agreement by the Tenant will be deemed to be a breach of the Rental Agreement and the Tenant will be given a Notice of Termination. If the Tenant fails to vacate prior to the expiration of the Notice of Termination, the remaining term will be forfeited and Tenant will be subject to a forcible entry and detainer action (eviction), as well as suit for damages. Any false or misleading information provided by the Tenant in application for tenancy will be considered a breach of this agreement and the Landlord will have the right to cancel and terminate this agreement immediately and all deposits will be forfeited in favor of the Landlord as liquidated damages. During the course of any action for forcible entry and detainer, including any notice of termination, the Tenant shall continue to be obligated to comply with all provisions of this Rental Agreement, including but not limited to

the obligation to pay lot rent and any other charges that shall become due, as long as Tenant remains in possession of the premises. By incorporating this provision in this Rental Agreement and agreeing to be bound by its terms, the Parties wish to clarify that they do not intend to create any type of new tenancy beyond this Rental Agreement, and they do wish to clarify that until a court has ordered that possession of the premises to be returned to the Landlord, and the Tenant's right of appeal has expired, the leasehold obligations remain in effect.

16. Legal Proceedings: If either party commences a lawsuit against the other to enforce any provision of this Agreement, the successful party may be awarded reasonable attorney's fees and court costs from the other.

(Park Owner)

(Date)

(Resident)

(Date)

(Resident)

(Date)