

LEASE AGREEMENT
CONCORD ESTATES MOBILE HOME PARK, LLC.
385 6th Street
Dover, NH 03820
Email: info@winsorbrook.com
Phone – 603-750-7501

I. TERMS OF LEASE:

THIS LEASE made between **CONCORD ESTATES MOBILE HOME PARK, LLC.**,
hereinafter referred to as “Park Owner”, and

_____ hereinafter referred to as

“Leaseholder”, is effective beginning _____ through _____. This Lease is an annual Lease and may be terminated as defined in Section XIV Terminations and Section XV Eviction of this Lease.

Park Owner hereby leases, and Leaseholder hereby accepts, the occupancy of lot number # _____ in **CONCORD ESTATES MOBILE HOME PARK, LLC.**, subject to each of the conditions, warranties and promises in this Lease, which is governed by the Vermont Statute Title 10, Chapter 153. This home is located at the postal address

_____ Concord, VT 05858.

Primary Leaseholder (s) Telephone # _____

Primary Leaseholder (s) email address: _____

Primary Leaseholder (s) mailing address: _____

Occupancy is restricted to only those who are identified herein, not to exceed 6 people.

Note: Adult children who have been previously evicted from the park, are not allowed to be listed without Park Owner Permission.

_____, _____, _____,

_____, _____, _____.

II. MONTHLY RENT AND OTHER CHARGES:

A. MONTHLY RENT:

The Lot Rent for the use of the land, water, sewer and electrical hookups is \$ _____

(_____) per month.

The total monthly Lot Rent \$ _____ + \$ _____ per month = \$ _____ Total Monthly Payment

Rent is due on the first day of each month, made payable to
CONCORD ESTATES MOBILE HOME PARK, LLC.

and delivered or mailed to the office of the management agent: **385 6th Street, Dover, NH 03820**, Park Owner may increase the Lot rent as of January 1 of each year by giving no less than 60 days written notice of said increase. Except as otherwise provided by law such increases will be effective for a period of one year. All Rent collected will be applied to the balance of Home Rent due first until balance due of Home Rent is current, then Lot Rent balance due will be credited for any payments made thereafter.

B. OTHER CHARGES:

A. Dishonored Checks:

Checks issued for payment that are returned for insufficient funds, or any other reason, will be charged \$25.00 per occurrence in addition to any charges assessed by Park Owner bank because of the dishonored check. Any monies paid will be applied to the past due amounts first. After two returned checks, money orders will be required.

B. Administration Fees:

If rental payment has not been received by the 10th of the month a “20 Day Notice to Pay Rent or Surrender the Premises” (the first step of eviction) will be issued. (This Notice will be in place for 6 months from date of issue). Each “20 Day Notice” is sent by certified mail. **There will be a service charge of \$35.00 per “20 Day Notice” sent to cover the postage costs, administrative costs, and other reasonably related items. This fee is due and payable with the next regular monthly rental payment, if not paid before. Any monies paid will be applied to the past due amounts first.**

C. Late Charges:

Rental payments are due on the first day of each month. Payments received after the tenth (10th) day of the due date shall be charged a **\$50.00 late charge** for each late rental payment. The late fee shall be due and payable with the next regular monthly rental payment, if not paid before. Any money received shall be applied to the past due amount first.

III. ASSIGNMENT, SUBLETTING:

Leaseholder shall not assign, mortgage, pledge or encumber this Lease or the leased premises, or sublet the whole or any part of the leased premises without Park Owner’s **PRIOR written consent** with notification sent by Leaseholder to Park Owner by certified mail per V.S.A. 10:6231 (d) requirement. Such assignment or subletting without written consent of Park Owner shall constitute a material violation of this lease and will result in immediate legal proceedings against Leaseholder. Leaseholder shall nevertheless remain liable to Park Owner for the performance of all the terms and conditions contained in this Lease and any amendments to this Lease.

Park Owner shall be entitled to retain Leaseholder’s rental deposit under the terms and conditions set forth herein. The language in this paragraph shall not be construed to prevent Leaseholder from mortgaging or otherwise encumbering any property owned by mortgaging or otherwise encumbering any property owned by Leaseholder, in which property Park Owner has no property interest.

IV. RESPONSIBILITY OF RESIDENTS:

A. Leaseholder agrees to abide by the Habitability laws outlined in Vermont Statute Title 10, Chapter 153, Sub-Chapter 3, § 6261. Resident obligations; use and maintenance of premises, including:

1. The Resident shall not create or contribute to the noncompliance of the premises with applicable provisions of building, environmental, or housing and health regulations. For purposes of this subchapter, the term "premises" shall mean a mobile home lot and any part of a mobile home park.
 2. The Resident shall conduct himself or herself and require other persons on the premises with the resident's consent to conduct themselves in a manner that will not disturb other residents' peaceful enjoyment of the premises.
 3. The Resident shall not deliberately or negligently destroy, deface, damage, or remove any part of the premises or its fixtures, mechanical or utility systems, or furnishings or deliberately or negligently permit any person to do so.
 4. If a Resident acts in violation of this section, the park owner is entitled to recover damages, costs and reasonable attorney's fees, and the violation shall be grounds for termination under section 6237 of Title 10, Chapter 153.
 5. The Resident shall be responsible for the expense of maintaining the plumbing, electrical, and other utility service within the home, and from the point at which the service surfaces under the mobile home or connects to the mobile home from a service point. Resident is responsible for ensuring proper connection of the electric service to the home. Resident is responsible for ensuring that the mobile home is properly connected to the park's septic or sewer.
 6. The Resident is responsible for the maintenance of the lot, including but not limited to the maintenance of the lawn and driveway, including snow removal from driveway and parking areas.
 7. The Resident is responsible for any damage caused by failing to control water leaks within the mobile home or disposing of anything other than normal domestic water into the sewage system that may cause blockages, surfacing or backup.
- B. The Resident is responsible for purchasing insurance for their own home. The Park Owner's insurance does not cover repairs to the Leaseholders home. Park Owner will not accept responsibility or liability for repairing or maintaining the private residence of any Leaseholder.
- C. Any behavior by Leaseholder, or Leaseholder's guests, which is disturbing to others in the Park is prohibited. No sound-producing or sound reproduction instruments, such as televisions, radios, or stereo equipment, may be played loudly. If Leaseholder engages in immoral or illegal conduct, which adversely affects other Leaseholders of the park or the operation of the park, such conduct will automatically terminate this Lease. Violation of this provision shall be a substantial violation of the Lease.
- D. Leaseholder shall be responsible for the actions of their children. Children shall not enter the lots of others unless specifically invited to do so. Children shall be restrained by their parents or guardians from disturbing the quiet enjoyment of other Leaseholders. Leaseholders are expected to insure the reasonable conduct of the people in their household, their agents, guests, or any other persons in the Park with Leaseholder's permission or benefit. The aforementioned individuals shall not engage in any conduct, which adversely affects any other Leaseholder or the operation of the Park. **Leaseholder's overnight guests are limited to a stay of not more than 14 days in a row and not more than 30 days in a year.**
- E. Bicycles shall be operated in the Park in a careful and prudent manner.

- F. No open burning or fireworks are allowed at any time within the Park. For special circumstances, permission must be obtained from Park Owner in writing after Leaseholder obtains any required permits from the Fire Department. Any such special permission shall only allow burning on Leaseholder's own lot. Fireworks are not allowed under any circumstances and will be cause for eviction.
- G. Wood stoves shall not be allowed in homes. Existing Homes that currently have wood stoves will be grandfathered but may not be replaced if unit should fail.
- H. No tampering with electrical lines and hook-ups shall be done at any time. Anyone working on the wiring from the home to the electrical disconnect must be a licensed electrician.
- I. Leaseholder shall not carry any firearms within the Park, outside of the mobile home. No one shall discharge a firearm within the park. The Park is private property and Leaseholder use of the property is governed by the terms of this Lease. Carrying firearms outside the mobile home or discharging firearms within the Park is considered a substantial violation of the Lease and is cause for eviction.
- J. Due to liability and water concerns, **no swimming pools** shall be allowed in the park without express, written permission from the Park Owner. If approved for a pool, chain link fencing must be installed around pool, at least six (6) feet high, with a locked gate. Leaseholder is responsible for providing proof of proper liability insurance to insure against liability due to accidental drowning. Leaseholder must name **CONCORD ESTATES MOBILE HOME PARK, LLC.**, as an additional insured on the Leaseholder's liability policy and provide a copy to Park Owner.
- K. Leaseholder is responsible for notifying the Park Owner in writing following the procedures outlined in Section XXI, PARK OWNER, NOTICE REQUIREMENTS of dead, overhanging trees on their lot that pose a threat of falling and causing damage to persons or property, prior to a tree falling. Leaseholder is responsible for damage to their property or persons residing in the park for any trees on their rented lot that fall which were not requested in writing to be removed by Park Owner prior to the tree falling. Leaseholder acknowledges that failure to notify the Park Owner in writing of dangerous trees prior to the tree falling releases the Park Owner of any liability of damage caused by the tree falling. Furthermore, the Park Owner is not responsible for damaged caused by falling trees during storms, unless the Leaseholder notified the Park Owner in writing of a dead tree and the Park Owner failed to remove the tree within 30 days of the incident. Trees falling during heavy rains, winds or snow is considered an Act of God and is not the liability of the Park Owner.
- L. Due to Park Owner liability risks, **NO TRAMPOLINES** shall be allowed in the park. Leaseholder agrees that violation of this provision shall be considered a substantial violation of the Lease and cause for eviction. **Any trampolines that are in the park at time of this Lease are required to be removed within thirty (30) days of the date of the effective date of this Lease.** If existing trampolines are not removed within 30 days, Park Owner will send a letter to Leaseholder requesting such removal. Leaseholder agrees that Park Owner reserves the right to access Leaseholders lot and remove any trampoline from the Park after five (5) days written notice to the Leaseholder from Park Owner. All costs incurred with violation of this provision will be the responsibility of the Leaseholder. No exceptions are granted for use of trampolines in the Park under any circumstances.

V. MINOR DEFECTS; REPAIR AND DEDUCT:

Per section 6264 of Title 10, Chapter 153 (a) if the Park Owner fails to repair a minor defect or noncompliance with this chapter or noncompliance with a material provision of the rental agreement within 30 days of the receipt of written notice, the Leaseholder may repair the defect or noncompliance and deduct from the rent the actual and reasonable cost, not to exceed one half of one month's lot rent. No major work on

water, sewer, or electrical systems may be performed under this section. The Leaseholder shall provide the Park Owner with written notice of the cost of the repair or service when the cost is deducted from the rent. The Leaseholder shall be responsible for any damage caused by the repair or attempts to repair and (b) the remedies under this section are not available to a Leaseholder if the noncompliance was caused by the negligent or deliberate act or omission of the Leaseholder or a person on the premises with the Leaseholder's consent.

VI. UTILITIES:

Park Owner shall supply connections for water, septic, and electricity. Leaseholder is responsible for all water lines and connections above the shut-off under the home, and sewer lines and connections above the sewer riser pipe, bearing in mind that freezing occurs from the surface down. Park Owner is responsible for the electrical service connection from the disconnect to the mobile home's electrical panel. Leaseholder is responsible for connection into the electrical panel. Connection must be installed by a licensed electrician in compliance with applicable wiring codes. Leaseholder is responsible for payment of electric utility charges directly to the electricity provider.

VII. MAINTENANCE AND ALTERATIONS:

- A. **SKIRTS:** Leaseholder shall install skirts on the mobile home within twenty-five (25) days after the mobile home is located on the rental lot. If Leaseholder fails to skirt the home within 25 days of locating the home on the lot, Park Owner may install the skirting at a cost to Leaseholder of \$25.00 per hour, plus material. No storage shall be permitted under the mobile home. All skirting must be well maintained and remain functional and neat in appearance. If Leaseholder fails to maintain his/her skirting, **Park Owner may make necessary repairs to the skirting at the rate of \$25.00 per hour, plus materials.**

- B. **INSTALLATIONS:** Leaseholder shall obtain permits from all agencies of the municipality, State of Vermont and Federal Government having jurisdiction regarding installation upon Leaseholder's lot, of any outbuildings, awning, cabana or the installation of any other structure or fixture for temporary or permanent use. Upon obtaining such permit, if it is required, Leaseholder shall seek Park Owner's written permission to make said installation, which permission Park Owner shall not unreasonably withhold.

- C. **TRASH:** All trash must be kept in sealed trash bags and placed in covered trashcans. No dumpsters are allowed in the park. Leaseholder shall keep trashcans out of view from the roads in the Park, except on the day designated by Leaseholder's contractor for pick up. Trash shall be removed at least weekly. **No furniture, TV's, appliances, microwaves, tires, etc., are to be stored on Leaseholders lot at any time.** Leaseholder shall not store or accumulate any junk, vehicle parts, including tires, or other unsightly refuse on his/her lot or anywhere else in the park. **Leaseholder shall provide for the removal of all trash, as above,** or any other household refuse, which cannot be placed in sealed trash bags. If Leaseholder fails to remove trash from the Lot, Park Owner is authorized to remove such trash or refuse from any location on Leaseholders lot where Leaseholder has accumulated such trash or refuse, provided five (5) days notice is given. Park Owner may remove such trash at the rate of \$25.00 per hour, plus dumping charges. Leaseholder shall be liable to Owner for any expenditure under this provision. This sub-paragraph is deemed of extreme importance by Owner for reasons of health, safety and aesthetics.

If Leaseholder vacates site, all rubbish, junk, vehicles, etc., shall be removed by Leaseholder. If Park Owner must have it removed all costs shall be deducted from Leaseholder's security deposit.

D. PESTILENCE: Leaseholder shall maintain their mobile home and site free from vermin or pests i.e. cockroaches, fleas, rats, etc., at all times. If at anytime the home or site becomes infested with vermin or pests, it is the responsibility of the Leaseholder to have the vermin or pests eradicated.

E. WATER LINES: Leaseholder shall wrap all water pipes upon Leaseholder's lot with heating tape and Leaseholder shall insulate said water pipes completely. Both obligations are to be concluded on or before November 1st of each year. Leaseholder hereby grants to Park Owner or Park Owners agent the right to enter Leaseholder's lot to inspect and approve said taping and insulation on the lot and underneath the mobile home, which approval shall not be unreasonably withheld, however, Park Owner shall not have the obligation to check each installation and determine its adequacy. Park Owner shall notify Leaseholder in writing if Park Owner does not approve of the workmanship or material employed by Leaseholder. Leaseholder shall immediately arrange to have this installation completed to the reasonable satisfaction of Park Owner. **Leaseholders that "leave water running to prevent freeze -up of lines" and cause septic flooding or septic field damage, and/or failure, will be responsible for all water and septic costs associated with these damages.**

If Leaseholder vacates his mobile home during winter months, Leaseholder shall nevertheless provide sufficient heat to water pipes so as to prevent them from freezing. In the connection, Leaseholder shall turn off all faucets to prevent drainage into the sewer system, which may freeze and flood the premises. If Leaseholder does not provide Park Owner with written permission to enter Leaseholder's premises to turn off faucets and to take whatever additional steps are necessary to prevent freezing of water pipes, Park Owner shall still have the right to enter Leaseholder's lot and turn off the water supplied to Leaseholder's mobile home and to take whatever additional steps are necessary to prevent freezing of Park Owner's water pipes, including turning off the water to the home at the street level connection.

Leaseholder shall be liable to Park Owner for any expenditures by Park Owner under this provision, including, but not limited to, thawing of frozen water pipes and the disconnection and re-connection of Leaseholder's mobile home to its water supply, of which expenditures are both reasonable and in compliance with the terms of this provision.

F. Grease or any waste product or refuse for which the Leaseholder's mobile home plumbing is not designed, and the disposal of which adversely affects the waste disposal system of the park, shall not be deposited in said system. Leaseholder shall be liable for any necessary repair to the system(s) caused by Leaseholder's neglect or carelessness.

VIII. VEHICLES AND UNAPPROVED EQUIPMENT:

A. Leaseholders are permitted to **have no more than two (2) registered vehicles** on their lot or in their driveway. If after one (1) written request, Leaseholder fails to remove any vehicle that is not permitted under this provision, Park Owner reserves the right to have said vehicle removed at Leaseholder's expense. No on-street parking shall be permitted. This shall apply to overnight parking, and not to vehicles of invited guests who are visiting during the day. Vehicles may not obstruct the flow of two-way traffic, nor prevent the passage of emergency vehicles and maintenance vehicles, including snowplows. **Vehicles are not permitted to park on lawns.**

A. **Leaseholder shall not keep "unapproved equipment" on Leaseholders lot or within the park including but not limited to junk or unregistered vehicles, campers, boats, trailers, commercial equipment and other recreational units.** For the purpose of this provision, a junk vehicle is defined as any vehicle which, in the opinion of a reasonable person, constitutes a threat to the safety or health of the Leaseholders of the Park, or a vehicle which is obviously inoperable, wrecked, ruined or unsightly; for example, a vehicle missing fenders or a hood, doors, or a trunk lid. **No vehicles shall be placed on**

cinder blocks or any other object to support the vehicle other than its tires. No vehicle shall be parked on the lawn of the lot. Park Owner shall notify Leaseholder in writing in the event that Park Owner ascertains that Leaseholder is keeping unapproved equipment on his/her lot. On the fifth (5th) day after the mailing of such notice to Leaseholder, if the unapproved equipment has not been removed, Park Owner or a towing company directed by the Park Owner may enter Leaseholder's lot and remove the unapproved equipment. Leaseholder hereby authorizes Park Owner to act as Leaseholder's agent for the purpose of selling or otherwise disposing of the vehicle. Leaseholder further authorizes Park Owner to apply the proceeds of the sale, if any, to defray Park Owner's expenses in connection with the deposition of the unapproved equipment. Leaseholder acknowledges that Park Owner shall not require any additional authority from Leaseholder to remove, store, or sell such unapproved equipment. Leaseholder shall be liable to Park Owner for any expenditures under this provision of this Lease which are both reasonable and in compliance with the terms of these provisions.

B. Leaseholder or their guests are prohibited from storing or riding snowmobiles, quads, all-terrain vehicles, mini-bikes, go-carts, unregistered vehicles or any non-registered motor vehicle on park owned roads or their lots. Park roads and lots are all privately owned property and are to be used according to the terms of lease by leaseholders. Storing or riding of unapproved snowmobiles, quads, all-terrain vehicles, mini-bikes, go carts or unregistered vehicles will result in eviction based on a substantial violation of the lease. In addition, Leaseholders or their guests who operate unapproved vehicles on the park owned roads will be held financially liable for damage done to the park owned roads.

C. SPEED LIMIT: All motor vehicles shall operate on designated roadways within the Park at a speed limit not to exceed 5 MPH. Thus, all motor vehicles shall be operated in accordance with the laws of the State of Vermont, in a safe and cautious manner to insure the health and safety of park Leaseholders. Road conditions in winter demand slow and cautious operation of all vehicles in the park. Leaseholder agrees that repeated violation of this provision shall constitute a substantial violation of this Lease for safety reasons.

IX. DOMESTIC PETS:

A. Any Leaseholder renting a mobile home or purchasing an existing mobile home in the park, will not be allowed domestic pets until they own the mobile home. Leaseholder agrees that violation of this provision will be considered a substantial violation of the Lease and cause for eviction or removal of the pet from the park by the Park Owner, their agent or a dogcatcher. Park Owner reserves the right to remove any forbidden animals or animals causing a disturbance from the Park after five (5) days written notice to the Leaseholder through the use of a dogcatcher or other representative of the Park Owner as outlined in section C below of this provision. All costs incurred with violation of this provision will be the responsibility of the Leaseholder.

B. Any Leaseholder with a domestic pets who owns their mobile home and rents a lot from Park Owner must obey the following rules:

1. Leaseholder is restricted to **no more than 2 domestic pets** including cats and/or dogs.
2. **NO VICIOUS DOGS ARE ALLOWED, INCLUDING PITBULLS, ROTTWEILER OR DOBERMAN PINCHERS OR MIXES THEREOF. NO DOGS OVER 40 POUNDS ARE ALLOWED IN THE PARK.**

3. All pets must be vaccinated and licensed as required by the State of Vermont and the municipality, and display identification tags. All pets must be spade or neutered. All pet's information must be provided below:

Proof of your Pet being Spayed or Neutered must be attached along with proof of Vaccination and Licensing records

Pet Name _____ Pet Breed _____ age ____ When Neutered/Spayed _____

Pet Name _____ Pet Breed _____ age ____ When Neutered/Spayed _____

4. **NO "outside" animals shall be housed on the property. All animals must be kept on a leash and actively supervised at all times. All animal waste must be cleaned up on a daily basis so as to not create an unhealthy condition or unpleasant odor in and around the mobile homes.**
 5. Any pet that is outside the mobile home must be quiet for the duration of the time that it is outside. **Any animal that is noisy or creating a disturbance for more than 10 minutes must be returned inside.** All pets must be in the home between the hours of ten o'clock each night and seven o'clock in the morning. **NO OUTSIDE PETS ALLOWED.**
 6. Any dog that repeatedly barks from within the home for more than 10 minutes and creates a disturbance for other tenants will not be allowed in the park and will be removed following Section C of this lease.
 7. Any dog that is seen roaming around the Park without being on a dog leash will be captured by Park Management and turned over to the dog catcher. Park Management has the right to hold any dog that is captured within the Park boundaries for as long as necessary until the **Concord Dog Catcher** is able to take possession of the animal. Leaseholders will be liable to the Park Management for a \$25.00 Administration fee for the cost and inconvenience of having to hold the dog and call the Dog Catcher and for all costs associated with the Dog Cather fees. **DOGS ROAMING THE PARK WILL NOT BE TOLERATED AND WILL BE CAUSE FOR EVICTION AS A SUBSTANTIAL VIOALTION OF THE LEASE.**
 8. No Leaseholder shall keep chickens, rabbits, snakes, farm animals or other exotic animals within the boundaries of the Park.
- C. Leaseholder hereby agrees that the control of domestic pets within the Park is for the health and wellbeing of the occupants of the Park and for the aesthetic conditions of the Park and violation of this provision constitutes a substantial violation of the Lease. In the event that Leaseholder violates the terms set forth or fails to maintain his domestic pet in accordance with the provisions of this Lease, Park Owner shall notify the offending domestic pet owner of the violation. Park Owner shall not be required to give such notice in the event the circumstances of the violation require the immediate action of the Park Owner, or Park Owner's agent, in order to preserve the health or wellbeing of the occupants of the Park. **On the fifth day after the delivery of such notice to Leaseholder, if the violation has not been remedied, Leaseholder agrees that Park Owner, or Park Owner's agent, including a dogcatcher, may enter Leaseholder's lot to take a domestic pet into custody.**

In the event that Leaseholder's domestic pet is involved in a subsequent violation of the provisions of this Lease, Park Owner and its agents, including a dogcatcher, may take the actions described above without notice to Leaseholder. Leaseholder shall be liable to Park Owner for any expenditures incurred by Park Owner in the enforcement of domestic pet provisions of this Lease, including a \$25.00 Administration fee due to the Park Management and all costs associated with the Dog Cather fees. Any additional violation of domestic pet regulations shall be considered a substantial violation of the lease and shall constitute grounds for Leaseholder's eviction.

X. SECURITY DEPOSIT:

Before occupancy of the lot described herein, new Leaseholders shall pay to Park Owner a security deposit. A security deposit is any advance, deposit or prepaid rent which is refundable to a leaseholder at the termination or expiration of the occupancy. A security deposit is to secure the leaseholder's obligation to pay rent and to maintain a rented mobile home or mobile home lot. **The security deposit amount shall be equal to two (2) times the total monthly rent, including Lot rental.** In no event shall the security deposit exceed the value of three (3) month's rent. Leaseholder shall pay the security deposit, in full, before occupying the site. Security Deposit held in the amount of \$ _____.

Park Owner may apply the security deposit to all rent and late fees due from Leaseholder, which Leaseholder fails to pay in accordance with the provisions of this Lease. In addition, the security deposit may be applied by Park Owner for sums expended due to violation of this Lease and as set forth by Vermont Statute Title 10, Chapter 153, § 6244. Security Deposits, including:

- (1) Nonpayment of rent.
- (2) Damage to property of the park owner, unless the damage is the result of normal wear and tear or the result of actions or events beyond the control of the leaseholder.
- (3) Nonpayment of utility or other charges which the leaseholder was required to pay directly to the park owner or to a utility.
- (4) Expenses for removal of articles abandoned by the leaseholder, including personal property, the mobile home, rubbish and motor vehicles from the mobile home lot.

If Leaseholder vacates park without removing all personal items and/or vehicles, owner will have items/vehicles removed within 7 days and will deduct the appropriate amount from Leaseholder's security deposit.

The security deposit shall be returned to Leaseholder, with a written statement itemizing any deductions, within fourteen (14) days after the termination of this Lease, minus any deductions for Lease violations as described above, along with any expenditures for damage to Park Owner's property, except reasonable wear and tear.

- A. Leaseholder shall have five (5) days from the date of receipt of said notice to discuss this matter with Park Owner and resolve Leaseholder's disagreements, if any, with Park Owner's application of Leaseholder's rental deposit money.
- B. If, after discussion, Leaseholder is satisfied with Park Owner's action, Park Owner shall repay any outstanding balance of the security deposit by the next rental payment, if such balance exists. Such payment shall terminate further action by either party against the other on account of this dispute.
- C. If, after discussion, Leaseholder is dissatisfied with Park Owner's action, Leaseholder shall, in writing demand that Park Owner reduce the amount of the application of Park Owner's expenditures against

Leaseholder's security deposit by a specified sum. If Park Owner does not make such reduction and payment to Leaseholder within five (5) days of said demand, Leaseholder shall have five (5) days from the time of Park Owner's refusal (a total of ten (10) days from Leaseholder's demand), to commence a claim against Park Owner in Small Claims Court for such reduction. In response to such claim, Park Owner shall state his counterclaim for reimbursement.

- D. If Leaseholder obtains a judgment against Park Owner in Small Claims Court, or any Court, Park Owner and Leaseholder shall abide by the terms of the judgment, and the matter shall be closed upon fulfillment by Park Owner of each of the provisions of the judgment.
- E. If Park Owner obtains a judgment against Leaseholder in Small Claims Court, or any Court, Leaseholder agrees to abide by the terms of the judgment, and the matter shall be closed upon fulfillment by Leaseholder of each of the provisions of the judgment.
- F. Leaseholder shall pay the foregoing sums, in full, upon the next monthly rental payment date to a judgment or within fifteen (15) days of such judgment, whichever shall last occur. If Leaseholder's rental deposit was insufficient to meet said sums in full, Leaseholder must pay the difference between the amount of the rental deposit available to Park Owner and the amount due Park Owner, in accordance with the court's judgment, to Park Owner within fifteen (15) days.
- G. All money due to Park Owner in accordance with the provisions of Section III of the Lease is deemed to be additional rent. Failure of Leaseholder to pay timely, any money due in accordance with the provisions of Section III of this Lease, shall constitute both a failure to pay rent and a substantial violation of this Lease. Park Owner agrees not to take any retaliatory action against Leaseholder for Leaseholder's exercising of his contractual rights under the provision of Section III.
- H. Leaseholder hereby grants to the Park Owner a Park Owner's lien to secure rents and other amounts that may become due from the Leaseholder to the Park Owner under this lease. The Park Owner's lien shall cover the mobile home and/or structures located upon the premises. Leaseholder waives any homestead exemption that may exist in the mobile home or other structure.

XI. PARK OWNER'S OBLIGATION:

Park Owner shall, in accordance with the provisions of this Lease:

- A. "Convey and warrant sites which are safe, clean, and fit for human habitation", per VT Title 10, Chapter 153.
- B. Provide each Leaseholder water, sewer disposal and electrical hookups, as limited herein in Section VI below.
- C. Maintain all roads within the Park and maintain other common facilities of the Park.
- D. Apply the provisions of this Lease to each Leaseholder uniformly.
- E. Abide by the terms and conditions of this Lease and of the Mobile Home Act of the State of Vermont.

To the extent that they are consistent with VT Title 10, Chapter 153, the Park Owner will abide by the provisions of chapter 137 of Title 9 (residential rental agreements) and the provisions of subchapter 3 of chapter 169 of Title 12 (eviction) relating to the occupancy and rental of a mobile home and the provisions of subchapter 3 of chapter 169 of Title 12 (eviction) relating to the rental of a mobile home lot, except the rental of a mobile home lot shall be subject to the provisions of chapter 169 of Title 12, relating to payment of rent into court.

XII. PROPERTY BOUNDARIES AND FENCING:

All property boundaries for lots rented are defined solely by the Park Owner. Any fencing that the Leaseholder wishes to install on the lot that they are paying a monthly lot rent for is required to be pre-approved by the Park Owner with at least 20 days' notice sent by certified mail by the Leaseholder to the Park Owner prior to the installation of the fence. The Park Owner will respond with approval or denial to the Leaseholder within 7 days of the receipt of the certified letter. If the Park Owner fails to respond to the Leaseholder's request within 7 days, the Leaseholder will be permitted to install the fence on the lot that they are renting. If there is a disagreement between two Leaseholders related to the property boundaries for the purposes of installing a fence, the Park Owner will be solely responsible for resolving the disputed location of the rented lots' property boundaries. The Leaseholder is responsible for the cost of any fencing that the Leaseholder requests be installed.

The Park Owner has the right to install a fence at the Park Owner's expense on any rented lot with 48 hours notice given to the Leaseholder via certified mail. The fence location on any rented lot will be at the sole discretion of the Park Owner.

XIII. HOURLY RATE STRUCTURE:

Leaseholder's liability for expenditures undertaken by Park Owner to remedy a violation of a Lease term shall be computed according to the following schedule. Park Owner agrees to avoid hiring contractual labor to correct Leaseholder's violation if it is reasonable to do so.

- A. Minimum \$25.00 for the first hour (or portion thereof).
- B. \$25.00 for each additional hour labor charge.
- C. Cost of all contractual labor.
- D. Cost of all materials used.
- E. Cost of all equipment rentals.

XIV. TERMINATION:

This Lease may be terminated at any time by the mutual consent of Park Owner and Leaseholder. Such consent shall be in writing and signed by the parties. Leaseholder may terminate this Lease by giving Park Owner at least thirty (30) days notice, in writing, of Leaseholder's intent to terminate this Lease and vacate the premises.

Park Owner may terminate this Lease in the event that the leased premises or a portion thereof shall no longer be used for mobile home housing. In such event, Park Owner shall give Leaseholder notice in writing of Park Owner's intent to terminate this Lease in accordance with the applicable state law which in no event shall be less than six (6) months, except in cases of emergency.

Leaseholders who are renting a mobile home from the Park Owner are renting the home on an annual basis, with the annual lease ending on December 31st of the year outlined in Section XXV Binding Effect. The Park Owner reserves the right to terminate the Lease of a rented home sixty (60) days prior to the end of the Lease for No Cause. The Park Owner is required to provide the Leaseholder who is renting a mobile home written notice that the Lease of the rented home is being terminated for No Cause sixty (60) days prior to the end of the Lease. The Leaseholder will be required to vacate the rented mobile home prior to the end of the Lease on December 31st of the year outlined in Section XXV Binding Effect.

If the Park Owner sells a Park Owned home that is rented by a Leaseholder to a third party, the Lease between the Park Owner and the Leaseholder is deemed to be terminated. The Park Owner will be required to notify the Leaseholder of the sale in writing and provide the Leaseholder sixty (60) days written notice to vacate the

property. Leaseholders who are renting a Park Owned mobile home from the Park Owner will be required to vacate the rented home within sixty (60) days of receiving the written notification of the pending sale.

XV. EVICITION:

The eviction procedures and provisions contained in Title 10, Chapter 153, Section 6237 and 6237a, of Vermont Statutes Annotated, which are hereinafter cited, are applicable to this Lease, and Park Owner and Leaseholder hereby agree to be mutually bound by said procedures and provisions. Leaseholder shall be liable for all costs of eviction due to non-payment of rent or lease violation, including but not limited to certified and/or registered mailings, cost of service, court filing fees and all reasonable attorney fees.

1) VT Title 10, Chapter 153 § 6237. Evictions

(a) A leaseholder may be evicted only for nonpayment of rent or for a substantial violation of the lease terms of the mobile home park, or if there is a change in use of the park land or parts thereof or a termination of the mobile home park, and only in accordance with the following procedure:

(1) A leaseholder shall not be evicted by force or any other self-help measure.

(2) Prior to the commencement of any eviction proceeding, the park owner must notify the leaseholder by certified or registered mail, except as provided in subsection (C) of this subsection:

(A) of the grounds for an eviction proceeding.

(B) that an eviction proceeding may be commenced if the leaseholder does not pay the overdue rent within 20 days from the date of the mailing of the notice.

(C) A substantial violation of the lease terms, of the mobile home park, or an additional nonpayment of rent occurring within six months of the giving of the notice referred to in subdivision (2) of this subsection may result in immediate eviction proceedings.

(D) A substantial violation of the lease terms, other than an uncured nonpayment of rent, will be insufficient to support a judgment of eviction unless the proceeding is commenced within 60 days of the last alleged violation. A substantial violation of the lease terms based upon criminal activity will be insufficient to support a judgment of eviction unless the proceeding is commenced no later than 60 days after arraignment.

(b) A leaseholder shall not be evicted when there is proof that the lease terms the leaseholder has been accused of violating are not enforced with respect to the other leaseholders or others on the park premises.

(c) A sale or change in the form of ownership of the mobile home park shall not be grounds for eviction.

(d) This section shall apply only to evictions undertaken by the park owner. Evictions of a mobile home resident by a mobile homeowner who is not the park owner shall be governed by 9 V.S.A. § 4467.

2) VT Title 10, Chapter 153 § 6237a. Mobile home park closures:

(a) At least 18 months prior to the closure of a mobile home park or any mobile home lot that will result in the eviction of a resident or a leaseholder or removal of a mobile home, a park owner shall give notice of the closure to each affected resident or leaseholder and to the Commissioner by certified mail. Upon request, the Commissioner may waive some or all of the 18-month notice period if the closure is necessary to assure the health, safety, or

welfare of park residents. No evictions may be commenced during the 18-month closure period except for nonpayment of rent or a substantial violation of the lease terms.

(b) Prior to issuing a closure notice pursuant to subsection (a) of this section, a park owner shall first issue a notice of intent to sell in accordance with section 6242 of this title that discloses the potential closure of the park. However, if the park owner sends a notice of closure to the residents and leaseholders without first providing the mobile homeowners with a notice of intent to sell under section 6242 that discloses the potential closure of the park, then the park owner must retain ownership of the land for five years after the date the closure notice was provided. If required, the park owner shall record the notice of the five-year restriction in the land records of the municipality in which the park is located. The park owner may apply to the Commissioner for relief from the notice and holding requirements of this subsection if the Commissioner determines that strict compliance is likely to cause undue hardship to the park owner or the leaseholders, or both. This relief shall not be unreasonably withheld.

(c) When a park owner gives notice of intent to sell pursuant to section 6242 of this title, any previous notice of closure and any evictions commenced pursuant to the closure notice are void.

(d) A park owner who gives notice of intent to sell pursuant to section 6242 of this title shall not give notice of closure until after:

(1) At least 45 days after giving notice of intent to sell.

(2) If applicable, the Commissioner receives notice from the mobile home owners and the park owner that negotiations have ended following the 120-day negotiation period provided in subdivision 6242(c)(1) of this title.

(e) A park owner who closes a mobile home park within five years of providing closure notice by selling the land on which the park was located without complying with subsection (b) of this section shall be liable to the State in the aggregate amount of \$10,000.00 or 50 percent of the gain realized by the park owner from the sale, whichever is greater, unless the Commissioner has granted relief from strict compliance pursuant to subsection (b) of this section.

(f) A park owner may bring an action for possession upon the expiration of the 18-month closure notice. The only defense to an action for possession in the case of a park closure is improper notice.

XVI. SALE OF THE MOBILE HOME:

Leaseholder may sell his mobile home and leave it in the park for a new Leaseholder to move into only in accordance with the following procedures and requirements, which must be fully complied with to be effective. The seller may be held liable by the purchaser or prospective purchaser for failure to comply with this section.

A. Twenty (20) days prior to selling a mobile home located in a mobile home park, the mobile homeowner shall notify the park owner by certified mail of the name and mailing address of the prospective purchaser. The seller may be held liable by the purchaser or prospective purchaser for failure to comply with this section.

B. A purchaser or prospective purchaser of a mobile home located in a park shall not be refused entrance except for the inability of the purchaser and the purchaser's household to meet the terms of the proposed lease or to qualify under a valid admission policy of the park. Upon approval for entrance into the mobile home park, the purchaser or prospective purchaser shall be offered a written lease pursuant to

section 6236 of VT Title 10, Chapter 153. **If the purchaser or prospective purchaser does not notify the park owner in writing of any objections to the lease terms prior to occupancy of the mobile home park, the purchaser shall be deemed to have accepted the lease, regardless of whether the purchaser signs and returns a copy of the lease to the park owner.** The seller's failure to provide the notice required in subsection (1) of this section shall not be grounds to deny the purchaser or prospective purchaser's application.

C. A prospective Leaseholder must meet the following requirements:

a) Prospective Leaseholder must agree to fill out a questionnaire prepared by Park Owner, which may only solicit information regarding the ability of the prospective Leaseholder and his household to qualify under the Lease terms of the park, including good previous housing references, good credit standing, legal convictions, and a source of income.

b) The prospective Leaseholder must submit to an interview by the Park Owner or Park Owner's representative, if so requested.

D. Within seven (7) days of the receipt of Leaseholder's notice of proposed sale and the completed application, Park Owner shall conduct the aforementioned credit and personal reference checks, Park Owner shall notify Leaseholder within seven (7) days of such credit check, whether or not the prospective Leaseholder is acceptable. Failure to notify the Leaseholder within the seven (7) day period of receipt of the written request shall mean that the Park Owner does not object to the sale and that the prospective Leaseholder may be admitted to the Park under the terms of the Lease.

XVII. SALE OF ABANDONED MOBILE HOME:

Park Owner and Leaseholder hereby agree the Park Owner may commence an action in superior court to obtain an order to sell an abandoned mobile home by filing a verified complaint in accordance with Title 10, Chapter 153, Section 6249 of Vermont Statutes Annotated. Abandonment of the mobile home is a substantial violation of the Lease terms and may result in immediate eviction proceedings. The Park Owner may sell the abandoned mobile home in accordance with applicable State laws. A mobile home will be considered abandoned if all of the following conditions exist:

- 1) A reasonable person would believe that the mobile home is not occupied as a residence;
- 2) The rent for the lot is at least 30 days delinquent; and
- 3) The Park Owner has attempted to contact the Resident at the Resident's home, last known place of employment and last known mailing address without success.

XVIII. ACCESS:

The Access procedures and provisions contained in Title 10, Chapter 153, Section 6241 of Vermont Statutes Annotated, which are hereinafter cited, are applicable to this Lease, and Park Owner and Leaseholder hereby agree to be mutually bound by said procedures and provisions related to the access of the Leaseholder rented mobile home lot or mobile home by the Park Owner or his representatives.

VT Title 10, Chapter 153 § 6241. Access:

(a) A park owner may enter a mobile home lot in the park with the resident's consent, which shall not be unreasonably withheld.

(b) A park owner may also enter a mobile home lot in the park between the hours of 7:00 a.m. and 7:00 p.m. on no less than 12 hours' notice for any of the following purposes:

- (1) To inspect the premises.
- (2) To make necessary or agreed repairs, alterations, or improvements.
- (3) To supply agreed services.
- (4) To show the lot to prospective or actual purchasers, mortgagees, residents, workers, or contractors.

(c) A park owner may enter a mobile home lot without notice or permission, if, in the course of performing repairs in the mobile home park, the owner discovers that it is necessary to enter a lot to complete the repairs, provided that the owner could not reasonably have foreseen the necessity to enter the lot at the time the repairs were commenced. A park owner shall attempt to obtain permission from the resident before entering the lot, at a minimum, by attempting to contact the resident at any telephone number the owner has for the resident and in person at the mobile home.

(d) A park owner may enter a mobile home or a mobile home lot in the park without notice or permission when the park owner reasonably believes that there is a likelihood of imminent injury to any person, damage to property or interruption of utility services

XIX. POSSESSION:

Park Owner shall not be liable for failure to give possession of the leased premises upon the commencement date of this Lease by reason of a prior Leaseholder wrongfully holding over or any person wrongfully in possession for any other reason. In such event, the rent shall not commence until possession is given or is available.

XX. NON-DISCRIMINATING:

Park Owner shall not discriminate against Leaseholder or any other person for reasons of race, religious creed, color, sex, sexual orientation, gender identity, marital status, disability, national origin, or because a person is a recipient of public assistance.

Park Owner shall not discriminate based on age or the presence of one or more minor children in the household, except as permitted under 9 V.S.A. § 4503(b) and (c).

XXI. PARK OWNER, NOTICE REQUIREMENTS:

All notices, correspondence and/or complaints which are required by this Lease to be submitted in writing from Leaseholder to Park Owner, shall be signed by the Leaseholder and sent via certified mail to the Park Owner's address below.

CONCORD ESTATES MOBILE HOME PARK, LLC.

385 6th Street

Dover, NH 03820

Email: concordestatesmhp@gmail.com

Phone – 603-509-2003

Verbal complaints provided to the Park Manager and not submitted in writing to the Park Owner will not be addressed by the Park Owner and will not be considered a valid legal complaint by the Leaseholder to the

Park Owner. The Park Manager is not authorized to verbally address any Leaseholder complaint that is required by this Lease to be submitted in writing to the Park Owner.

XXII. INDEMNIFICATION:

Landlord shall not be liable for any damages or injury to Tenant(s), or any person, or to any property occurring on premises or any part thereof, or in common areas thereof, provided that such indemnification shall not be required with respect to losses or liabilities arising by reason of the affirmative negligence of the landlord.

XXIII. ENTIRE AGREEMENT CONSTRUCTION:

This Lease contains all of the agreements between Park Owner and Leaseholder and revokes all other Lease Agreements and amendments to Lease Agreements between the parties, if any. There are no additional rental agreements between the parties and Park Owner has not done or said or promised anything, except as set forth in this Lease to induce Leaseholder to sign this Lease.

- a) words in the singular number include the plural, and in the plural include the singular, and
- b) words of the masculine gender include the feminine and the neuter, and when the sense so indicates words of the neuter gender may refer to any gender.

If any provision of this Lease is declared invalid by any Court, then such provision shall be deemed automatically adjusted to conform to the requirements for validity as declared at such time and, as so adjusted, shall be deemed a provision of this Agreement as though originally included herein. In the event that the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though the provision had never been included herein. In either case, the remaining provisions of this Agreement shall remain in effect.

XXIV. REFUSAL TO SIGN LEASE:

Any Resident of **CONCORD ESTATES MOBILE HOME PARK, LLC.** who refuses to sign the annual Lease that is provided to all Residents of **CONCORD ESTATES MOBILE HOME PARK** by January 1, 20____ will be considered bound by the terms of this Lease between the months of _____ and _____, if they make a Lot Rent or Home Rent payment for any month during the term of this Lease. Residents agree that making payment of Lot Rent and/or Home Rent constitutes acceptance of the terms of the Lease and agree to follow all Park rules and follow all Resident obligations as written in this Lease.

Failure to follow the rules of this Lease, whether signed or not will be cause for eviction.

XXV. BINDING EFFECT:

The terms of this Lease shall be binding upon the heirs, successors and assigns of the Park Owner and the Leaseholder. Leaseholder's signature on this Lease confirms that Leaseholder has received a copy of this

Lease and agrees to abide by all reasonable terms. By signing this Lease, Leaseholder does not waive Leaseholder's right to challenge any term as being unfair or unenforceable in any legal action over the enforceability of any term of this Lease.

By my (our) signature(s) below, I (we) acknowledge receipt of the complete (17 pages) Lease for **CONCORD ESTATES MOBILE HOME PARK, LLC**

This Lease must also be signed by the Owner or assigned Agent to constitute a legally binding contract. Upon Leaseholder signature, the Park Owner or assigned Agent will review the document and if approved will sign a copy of the Lease and return to the Leaseholder within 30 days.

Please sign 2 copies and return all pages with your initials on each page to the Park Manager for

signature by the Park Owner or assigned Agent by _____. Once returned to the Park Manager, the Park Owner will review the Lease and sign 1 copy that will be returned to you prior to _____ 1, 20 _____. The other copy will be for Park Management records.

Leaseholder Phone: _____

Leaseholder email: _____

Leaseholder Emergency Contact Person: _____

Leaseholder Emergency Contact Person's Phone number: _____

THIS LEASE IS EFFECTIVE _____ 1, 20 _____ THROUGH _____ 31, 20 _____.

Leaseholder Date ____ / ____ / ____

Leaseholder Date ____ / ____ / ____

Park Owner/Agent, **CONCORD ESTATES MOBILE HOME PARK, LLC.** Date ____ / ____ / ____