

This Lease, made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between (Your company name), hereinafter called "Landlord", and \_\_\_\_\_, hereinafter called "Tenant".

**WITNESSETH**

Landlord leases to Tenant and Tenant rents from Landlord, for use and occupation as a private resident for Tenant and no others, Lot Number \_\_\_\_ having address of \_\_\_\_\_, hereinafter called "premises", on the following terms and conditions:

**LEASE TERM:** The term of this lease commences \_\_\_\_\_, \_\_\_\_\_, and shall be from month to month, unless sooner terminated as set forth herein. Either party may terminate this Lease by giving written notice to the other party at least ninety days in advance prior to the desired termination date.

**RENT:** The rent for the term is \$ \_\_\_\_\_, payable in advance without demand or notice, on the first day of each month at (Payment office address). Rent received on or before the fifth day of the month due is discounted \$50.00. There is a 25.00 fee for each returned check.

**SECURITY:** Landlord acknowledges receipt from Tenant of the sum of \_\_\_\_\_ as security deposit, which shall not bear interest, need not be kept separately, and shall be returned to Tenant within 30 days of the peaceful termination of this lease, less the cost of any repairs which shall have been made necessary by acts of the Tenant and/or any unpaid and past due rent. A ninety day written notice is required from Tenant for termination.

**OCCUPANCY AND USE:** The premises shall be used solely as a private dwelling for Tenant and no others without written permission from the Landlord. Tenant agrees to keep the premises clean, sanitary, and in good order, and agrees not to hamper, disturb, or interfere with other tenants in the community, and agrees to comply with all laws, ordinances, rules, regulations, and directions of governmental authorities and the Board of Fire Underwriters. Upon termination of this lease, Tenant agrees to surrender possession of premises in as good order and repair as when received. Tenant shall be responsible for any damage to the driveway and/or parking area of the premises caused by the Tenant, neighbors, or guests, including deterioration as a result of leaking automobile fluids. No pets shall be kept on the premises.

**ALTERATIONS, ADDITIONS, OR IMPROVEMENTS:** Tenant agrees not to make any alterations, additions, improvements, or change to the premises or to equipment provided by the Landlord, if any, without written consent of the Landlord.

**UTILITIES:** Tenants are responsible for all materials, labor, permits and inspections necessary to hook up water and sewers connections from ground level to their home. Tenants are responsible to maintain water and sewer lines from ground level up to and including home. All charges incurred by Landlord as a result of damages or blockages caused by Tenant will be charged to Tenant.

Tenants are responsible for furnishing and installing all materials, labor, permits and inspections necessary to hookup electric from their home to the breaker, Landlord will furnish one meter socket and one 200 amp breaker on each lot.

**ASSIGNMENT:** Assignment or sublease is strictly forbidden

**INTERRUPTION OF SERVICE:** Interruption or failure of any service provided and maintained by Landlord for the premises, if due to causes beyond the Landlord's control, shall not entitle Tenant to any claim against Landlord or to any reduction in rent, and shall not constitute constructive eviction unless Landlord shall fail to take such measures as may be reasonable in the circumstances to restore the service without undue delay.

**RELEASE OF LIABILITY:** The Landlord shall not be held liable for any damage or injury which may be sustained by resident tenant or any other person, as a result of the failure, leakage, breakage, or obstruction of the water, sewage, or drainage 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 tenant or the Tenant's or other tenant's agents, guests, licensees, invitees, subleases, assignees, or successors.

**SUBORDINATION:** This lease shall always be subordinate to any mortgage now or hereafter placed against the premises, and the Tenant agrees to execute such documents as are necessary to complete such subordination, or in lien thereof, Tenant appoints Landlord Tenant's agent irrevocably to execute such documents as are necessary to complete such subordination.

**TENANT'S PROPERTY:** If, upon the termination of this lease or abandonment of the premises by Tenant, Tenant abandons or leaves any property on the premises, Landlord shall have the right under Senate Bill 198 of the West Virginia Code, to store or otherwise dispose of the property at the cost and expense of Tenant, without being liable in any respect to the Tenant.

**LANDLORD'S RIGHT OF ENTRY:** Landlord shall have the right to enter the premises at all times which are necessary to make needed repairs, and to inspect for water or sewage leaks. This right shall exist whether or not Tenant or other occupant shall be on the premises at such time. (Premises means lot not home) Landlord shall also have the right to enter the home to inspect for water leaks while the Tenant is present. Landlord shall have the right to make inspection of homes exterior and premises and tenant agrees to make all repairs, replacement of any equipment or fixtures or any deficiency noted with in the time set by landlord

**POSSESSION:** Taking possession of the premises by Tenant shall be conclusive evidence against Tenant that premises were received in good condition.

**FIRE AND CASUALTY:** If the Tenant's property and/or the premises are damaged by fire or other casualty, (Landlord will determine if home is beyond repair) Tenant shall cause the damage to be repaired to the satisfaction of the Landlord or the home removed with in thirty (30) days and rent will not be abated for such period of time. Tenant agrees to release Landlord from any and all claims for loss, damage, or inconvenience arising from such fire or casualty.

**DEFAULT CLAUSE:** If the Tenant shall fail to pay the rent or any other charge required to be paid by Tenant, or if Tenant shall breach any of the terms of this lease, then as to every default or breach, the Landlord may give the Tenant a 90-day notice of termination. At such time, Tenant will be required to surrender possession of premises to Landlord, as set forth in 37-6-5 and any other provisions of the West Virginia Code. The Tenant agrees that in no way will the Landlord be responsible for any damages incurred by entering said premises or removing or storing Tenant's property. The Tenant shall be responsible for any legal costs suffered by the Landlord in the enforcement of any provision of this lease.

**HOLDING OVER:** At the end of the term of this lease, Tenant may remain in possession of the premises with Landlord's permission, with all provisions in this lease remaining in full force and effect. Landlord reserves the right to increase the rental payment, add new rules, Require tenant to sign new lease, or make alteration to any term, condition, rule, or regulation of this lease with a ninety day notice.

**SELLING HOME ON LOT:** Prior to selling any home in (Name your park). it must have an electrical inspection of all electrical connections from meter socket to homes electrical panel, all exterior lights, all exterior recepticals, wires and disconnect for central air conditioner, wires and disconnect for storage buildings and all exterior wiring by a certified electrical inspector. Seller will pay cost of inspections. Landlord will make a list of all other repairs needed. All repairs and electrical upgrades must be made before any new tenant can take possession. A copy of the electrical inspection must be on file at (Name your park).

**SECURITY GATES:** Tenant must have a remote to gain entry to (Name your park). there is a deposit of **\$40.00** required for each remote. It is strictly forbidden to open gates for any unknown person other than your guest or invitees

**ANIMAL & INSECT REMOVAL:** Tenants are responsible for keeping premises free of all animals including cats, If insects or animals become a problem or annoyance Tenant is responsible for there removal.

**SEVERABILITY;** If a court finds that any provision of this Lease is not valid or should not be enforced, that fact by itself will not mean that the rest of this Lease will not be valid or enforced. Therefore a court will enforce the rest of the provisions of this Lease even if a provision of this Lease may be found to be invalid or unenforceable.

**RULES AND REGULATIONS:** Tenant agrees to abide by and observe all of the following rules and regulations and if Tenant fails to abide by said rules and regulations, such violation will be considered as a default under this lease and subject to provisions herein.

1. Tenant is to park vehicles only on the space provided with each lot.
2. Operation of unlicensed motorized vehicles is strictly forbidden.
3. All cars, trucks, trailers, etc.. are required to be operational and have current licenses and inspections.
4. No vehicles larger than a one-ton truck are permitted in (name your park)..
5. Campers, boats, school buses and trailers must have permission of Landlord to be parked on the property.
6. No vehicle repairs of any kind are permitted.
7. Any vehicle leaking fluid will be removed at owner's expense.
8. The speed limit is **fifteen miles per hour**.
9. Trespassing on another Tenant's lot is prohibited without the permission of said Tenant.
10. The lot and parking area is to be kept free of litter and debris. **All refuse is to be stored in covered containers** and placed out at the road no earlier than one day prior to pickup. No refuse or flammable materials are to be stored on premises. Landlord must have access to water and sewage connections.
11. Suitable heat tape wrapping and insulation the entire length of water line from ground connections to the home must be installed and plugged into a live G.F.I. socket from Oct.1 to April 1.
12. **Excessive water use is prohibited.** No swimming pools, watering of lawns, flowers, or washing of vehicles is permitted. Any leaks from the home will result in water being shut off until leaks are repaired.
13. All homes are required to display lot numbers visible from the road.
14. Window air conditioners are to be attached to home with support brackets.
15. Children under twelve years of age are to be under supervision of an adult at all times. The curfew for all persons under eighteen years of age is **one half hour after dark**.
16. Tenant's are responsible for actions of their family and guests. Any damage caused by family and/or guests will be paid by the Tenant.
17. No drinking of alcoholic beverages permitted outside of home.
18. Bows and arrows, BB guns, slingshots, paint ball guns, any firearms, and all fire works are forbidden to be used in the park.
19. Homes must be completely enclosed with Mobile home vinyl under skirting with appropriate front and rear porches of at least six by eight feet on the front and four by four feet on the rear, no later than thirty days after occupancy. **No concrete blocks** are permitted to be used as steps. All decks must be built to (name your) County building code specifications and inspected by the county building inspector.
20. Grass is to be mowed and trimmed as needed. Grass that is more than four inches in height may be mowed and/or trimmed by Landlord at a charge of **\$40.00** per mowing and/or trimming. Landlord will not be responsible for any damage caused by landlord's mowing and/or trimming of grass.

21. Wheels and axles are to remain with the mobile home.
22. No business is to be conducted from the home without Landlord's consent
23. No concrete or asphalt walks or slabs are to be constructed, deck posts, etc. are not to be concreted in the ground.
24. Tenant is required to keep current information on file at park office listing residents names, home and emergency phone numbers, vehicles description, vehicle licenses numbers and proof of ownership
25. The surrounding woods and property are off limits without the consent of the Landlord.
26. No Dumping of any toxic substances, refuse or junk is permitted on the property.
27. One wood or vinyl storage building no greater than 10' x 12' by 10' high permitted.
28. No antenna or close lines (except for the round umbrella close lines) permitted to be put up or constructed in the park.
29. No political signs are to be placed on the premises
30. All electrical work performed on home, buildings, or anywhere on premises must be inspected by a certified electrical inspector.
31. Tenant is required to have (Name your garbage collection company) remove their trash weekly.
32. No trampolines permitted.
33. No fence permitted without written permission.
34. No additions to home allowed
35. Auto radios must be turned down while in (Name your park)
36. It is strictly forbidden to open gates for any unknown person other than your guest or invitees.
37. No drunkenness, immoral conduct, disturbing other Tenants, or abusive language permitted.
38. If any checks are returned for nonpayment future payments must be made with money order or cash.
39. Any Vehicle not licensed, cannot be moved on its own power or is not legal to be driven on the roads of West Virginia may be towed from (Name your park). by Landlord at owners expense.
40. All exterior paint colors must be approved by Landlord before any paint is applied to exterior.
41. All homes must be placed and removed under the supervision of the Landlord.

**INFORMATION**

ONLY THE FOLLOWING INDIVIDUALS ARE AUTHORIZED TO OCCUPY PREMISES:  
 ANY PERSON OR PERSONS NOT AUTHORIZED BELOW MAY NOT OCCUPY  
 PREMISES MORE THEN (8) HOUR IN A (1) ONE WEEK PERIOD

	Name	Birth day	M or F
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

HOME PHONE NUMBER \_\_\_\_\_

WORK PHONE NUMBER \_\_\_\_\_

EMERGENCY PHONE NUMBER \_\_\_\_\_

VEHICLES: MAKE, MODEL, COLOR, YEAR, LICENSE NUMBER \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IT IS REQUIRED BY LAW THAT YOU NOTIFY THE LANDLORD WITHIN TEN DAYS OF ANY NEW SECURITY INTEREST, CHANGES OF EXISTING SECURITY INTEREST, OR SETTLEMENT OR RELEASE OF THE SECURITY INTEREST IN YOUR MANUFACTURED HOME.

HOME: DEALER \_\_\_\_\_  
LIENHOLDER \_\_\_\_\_  
MAKE, MODEL, YEAR \_\_\_\_\_

ADDITIONAL PROVISIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* TENANT ACKNOWLEDGES RECEIPT OF EXHIBIT A (CHAPTER 37, ARTICLE 15 OF THE WEST VIRGINIA CODE).  
TENANT ACKNOWLEDGES THAT LANDLORD HAS OFFERED A ONE YEAR LEASE

I HAVE READ THE ABOVE LEASE AGREEMENT AND AGREE TO BECOME A TENANT OF (Your company), ACCEPTING AND CONSENTING TO ALL TERMS AND CONDITIONS HEREIN. I UNDERSTAND THAT FAILURE TO COMPLY WITH ANY PROVISIONS OF THIS LEASE COULD RESULT IN TERMINATION OF THIS AGREEMENT.

TENANTS SIGNATURE. \_\_\_\_\_ DATE \_\_\_\_\_  
TENANTS SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
LANDLORDS SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_