

Manufactured Home Community Lease Agreement
State of Michigan

This lease agreement is made on this _____ day of _____, 2018, by and between **Andrews Estates**, community, and hereinafter referred to as LANDLORD, whose address for purpose of record and receipt of all notices, payments and correspondence under Michigan Compiled Laws (MCLA)554.631 to 554.641 is **12034 E. Michigan Ave., Galesburg, MI 49053**, and _____, hereinafter referred to as TENANT and/or RESIDENT. Whereas, in consideration of the rent, covenants and agreements to be kept and performed by RESIDENT hereunder, LANDLORD leases to RESIDENT and RESIDENT leases from LANDLORD the premises subject to the terms and conditions set forth in this lease. LANDLORD hereby leases to RESIDENT the premises designated as follows:

Home Site Number: _____
Home Address: _____.

The manufactured home site is comprised of the area on which the home is installed, together with the patio area, driveway, or contiguous parking area(s), if any, and the lawn area which Resident is required to maintain. The manufactured home site does not have any fixed boundaries, lot lines or square footage and the actual size of the site may vary from time to time, during this lease term or any extension of this lease, depending upon the size of the manufactured home which are, or may be, installed on the adjacent sites.

Occupancy

Said premises are to be used exclusively and solely by RESIDENT for a manufactured home residence and is to be occupied solely and exclusively as a private dwelling by the above-named RESIDENT(S) and the following named persons:

Occupant Name	Identification
_____	_____
_____	_____
_____	_____

RESIDENT shall inform LANDLORD of any changes or additions in occupancy and provide the names of all such occupants.

Owner of Record

RESIDENT warrants and expresses that RESIDENT is the owner of the manufactured home and that RESIDENT’S name appears on the Certificate of Title. All homes located in the community must be titled by the State of Michigan and a copy of such title must be provided to management.

Term

This lease shall be for a **term of 12 months** commencing on _____, 2018. If RESIDENT takes possession of the premises prior to the commencement date of this Lease, RESIDENT shall pay rent at the rate and in the manner required by this Lease and such possession in all other respects shall be subject to the applicable provisions of this Lease. In the event LANDLORD is unable to deliver

possession of the premises due to failure or refusal of a previous occupant to vacate, the term shall commence when LANDLORD is able to deliver possession. LANDLORD assumes no liability for the failure or refusal of a previous occupant to vacate or for other causes beyond LANDLORD’S reasonable control.

Renewal of Lease/Month to Month Tenancy

At least thirty (30) days prior to the expiration of the lease term, RESIDENT may be offered a new lease and advised of any changes in the base rent. RESIDENT is not obligated to enter into a new lease. If the Lease is not renewed but RESIDENT continues in possession, the tenancy shall be from month to month. As a month to month Resident, rent shall be such amount as LANDLORD may lawfully establish and RESIDENT shall be subject to all provisions of this Lease, which may be applicable and consistent with a month to month Resident.

Rent

RESIDENT shall pay onto LANDLORD the total sum of **\$ 301.00** (which shall include the base rent and any additional MONTHLY CHARGES as listed below), on or before the first day of each month during the term of the Lease Agreement. All rents shall be paid by personal check, with the permission of the LANDLORD, or by money order, to the LANDLORD at the community office as above written. Rental payments may be mailed, paid in person or placed in the LANDLORD’S lockbox which is located at the community office.

If LANDLORD shall institute legal action against RESIDENT based on a default in the payment of rent, then RESIDENT shall reimburse LANDLORD as allowed by law, for the expenses including attorney fees, incurred by LANDLORD, and that the amount of these expenses shall be deemed to be additional rent and shall be due from RESIDENT to the LANDLORD at such time as the rent is paid, unless otherwise agreed upon by LANDLORD.

LANDLORD shall be entitled to a lien upon the home for unpaid rent in accordance with MCLA 600.5714 (1)(a) and 600.5775 (2)(f).

Continued Liability for Rent

RESIDENT’S liability for payment of rent will continue until:

- 1) The manufactured home is removed from the leased site in accordance with the terms of this Lease and the Community Guidelines.
- 2) The manufactured home is sold in accordance with all provisions regarding on-site resale of homes as contained in the Community Guidelines.
- 3) The lienholder becomes responsible to the LANDLORD for payment of rent.

Late Fee

The RESIDENT agrees to pay a late fee of **\$ 25.00** per month for rents not received or delivered to LANDLORD at the above address on or before the fifth day of the month.

If a RESIDENT’S rental payment is made by personal check and said check is returned denied by the financial institution, for any reason, RESIDENT shall pay a Returned Check Fee (listed below). Once a payment has been returned, and if the grace period for payment of rent has expired, then the rent is also past due and will incur all other

charges associated with the delinquent rent. Payment may only be made by guaranteed funds for current and all future payments. The RESIDENT shall lose all check privileges if their check is denied. However, at the LANDLORD'S discretion RESIDENT may be permitted to have check privileges reinstated after a period of six (6) months of timely rental payments after receipt of the first returned check. If check privileges are reinstated and should the RESIDENT ever have another check denied, RESIDENTS check privileges will be permanently revoked.

Recurring Charges

Other Charges (per occasion)

Site Rent	\$ <u>301.00</u>
Late Fee	\$ <u>25.00</u>
State School Tax	\$ _____
Returned Check Fee	\$ <u>25.00</u>
Other Occupants	\$ _____
Trimming Site	\$ _____
Pet Fee	\$ <u>10.00 per pet, per month (limit 2)</u>

Edging Site	\$ _____
Premium Site	\$ _____
Mow & Trim Site	\$ <u>25.00</u>
Water/Sewer Charges (based on monthly Meter reading)	

Maintenance & Repair charges per hour with one hour minimum, per occasion.	\$ <u>25.00</u>
Other	\$ _____
Other	\$ _____

Utility Charges

The RESIDENT shall pay all charges made against the premises for gas, heat, electricity during the continuance of this Lease as the same shall become due. Such charges shall be based upon meter readings. Charges for water and sewer, if any, are to be paid to Andrews Estates.

Maintenance Charges

Each RESIDENT shall be responsible for their own lawn maintenance (e.g. mowing, trimming, edging, etc.). In the event RESIDENT neglects to maintain the site, LANDLORD shall notify RESIDENT to take corrective action within a reasonable number of days after the date of said written notice, and if RESIDENT fails to bring the site into compliance within that time management shall have the right to enter upon the leased site and perform any and all necessary maintenance and the charges incurred as a result thereof shall be the sole responsibility of the RESIDENT and furthermore shall be deemed to be rent and shall be collectable as rent.

There shall be a one (1) hour minimum fee if LANDLORD provides any of the services outlined herein. LANDLORD reserves the right to raise or lower said fees, charges, or assessment set forth above. However, LANDLORD agrees to provide RESIDENT with no less than thirty (30) days written notice of any such change.

Security Deposit

A security deposit in the amount of \$ 500.00 is due and payable upon signing of this Lease Agreement for the faithful performance of all terms and conditions of this Lease Agreement and the Guidelines. The Security Deposit will be used in accordance with the MCLA 554.601 to 554.616. RESIDENT shall receive no interest on said deposit. Failure of RESIDENT to provide LANDLORD a forwarding address relieves LANDLORD from its duty to provide an itemized list of damages claimed and/or the refund of any portion of the security deposit to RESIDENT within forty-five (45)

days after the termination of tenancy. RESIDENT is not entitled to apply security deposit to rent nor will the security deposit serve as the last payment of rent due.

Use of Premises

RESIDENT shall use and occupy the premises in a clean and wholesome manner and in compliance with all applicable government requirements, including all public health and police regulations, including all rules promulgated by the State of Indiana relating to such occupancy to the full extent permitted by law. RESIDENT shall not use or operate any equipment or machinery that is harmful to the premises or which is disturbing to other RESIDENTS of the community. RESIDENT shall not employ any person or persons in or about the premises whose employment may, by law, constitute or create a liability on the part of the LANDLORD.

RESIDENTS, their guests, agents, invitees or other occupants are prohibited from generating, manufacturing, storing, testing, discharging, releasing, burying, or disposing on, under or about the lease site, or any area in the community, and from transporting to or from the leased site or other area of the community, any hazardous substance.

Condition of Premises

RESIDENT agrees that no representation as to the condition or repair of the premises, and nor promise to alter, repair or improve the premises has been made except as contained in this Lease. RESIDENT shall keep the premises during the term of this Lease, in good repair, and at the expiration thereof, yield and deliver up the same in like condition as when taken.

Improvements and Alterations

RESIDENT shall make no alterations to the leased site without LANDLORD'S prior written consent. Any building permits which may be required by the local government must also be obtained by RESIDENT and a copy of the building permit must be provided to LANDLORD. All improvements and/or alterations must be performed in accordance with the Community Guidelines.

Reserved Right to Enter The Premises

LANDLORD shall have the right to enter onto the leased site to inspect, repair, or make alterations or additions to the premises or the utilities situated on the leased site, or for the purpose of protecting the community. LANDLORD may enter the leased premises at all reasonable times, but not in such a manner or at such time as to interfere unreasonably with the RESIDENT'S quiet enjoyment of the leased premises. LANDLORD shall have no right to enter a manufactured home unless the RESIDENT'S prior written consent is obtained or, if such written consent is not obtained, then LANDLORD can only enter the RESIDENT'S manufactured home to prevent imminent danger to the occupants of the manufactured home, to other residents of the community or to the community.

Community Guidelines & Amendments

The Community has a set of Rules and Regulations governing the policies and requirements of all RESIDENTS. These Rules and Regulations are also referred to as the Community Guidelines.

The RESIDENT hereby acknowledges receipt of a copy of the current Community Guidelines and furthermore agrees to abide by all Guidelines contained herein and shall also comply with all LANDLORD'S changes and additions to the Guidelines that are permitted under law. RESIDENT further acknowledges that violation thereof shall be grounds for eviction, pursuant to MCLA 600.5775.

Quiet Enjoyment

Upon RESIDENT paying the rent and performing all of the other provisions of this Lease, LANDLORD agrees that RESIDENT shall peacefully and quietly have, hold and enjoy the premises during the term of this Lease. RESIDENT'S interference with other tenants' quiet enjoyment of the premises shall be grounds for eviction.

Pets

No animals or pets of any kind shall be kept on the premises other than these expressly permitted by LANDLORD and registered in accordance with the Community Guidelines.

Right to Mortgage

LANDLORD shall have the right to subordinate this Lease to any mortgage now or hereafter placed on the premises or the Manufactured Home Community. At LANDLORD'S request, RESIDENT shall execute and deliver such documents as may be required in order to accomplish the purpose of this paragraph.

Landlord's Non-liability

Except as otherwise provided by law, LANDLORD shall not be liable for damages to persons or property sustained by the RESIDENT or RESIDENT'S employees, servants, invitee or other persons due to the premises becoming out of repair or arising from bursting, stoppage or leakage of gas, steam, water or sewer pipes, or from defective wiring, unless such damage is proximately caused by the negligence of LANDLORD. LANDLORD shall not be responsible for liability to RESIDENT for any loss or damage that may be occasioned by or through acts of omissions or persons occupying adjoining premises or any part of the premises adjacent to or connected with leased premises, unless such liability arises from LANDLORD'S failure to perform duty or negligent performance of a duty imposed by law. In addition, LANDLORD shall not be liable for any damage or injury to any person or property which occurs on the premises resulting from the use of the playground or recreational facilities of LANDLORD unless such damage or injury shall be caused by LANDLORD'S failure to perform a duty or negligent performance of a duty imposed by law.

Resident's Liability

RESIDENT accepts the condition of the subject property, waiving any inspection of same by LANDLORD and repair of defects, if any. RESIDENT further agrees to indemnify LANDLORD against loss or liability arising out of RESIDENT'S use of the property, including those using the property with the RESIDENT'S consent. RESIDENT shall be responsible for insuring his own personal property. Any personal property placed on the subject premises shall be at the sole risk of the RESIDENT.

Fire to Manufactured Home

In the case of fire or other damage to RESIDENT'S manufactured home located on the premises, RESIDENT shall remain responsible for payment of rent during the balance of the lease term set forth herein, unless said manufactured home is removed from the premises and in that event RESIDENT is responsible only for additional one (1) month's rent as liquidated damages herein. Failure of a RESIDENT to immediately repair, secure or remove a fire damaged manufactured home shall be grounds for eviction.

Eminent Domain

If, during the term of this Lease, proceedings shall be instituted under the Power of Eminent Domain, which shall

result in an eviction, total or partial, of the RESIDENT, at the time the trial of such proceedings shall commence, this Lease shall be void and the term above shall cease and terminate, and if the RESIDENT continues in possession, he shall be a RESIDENT from month to month and for no longer term, anything in this instrument to the contrary notwithstanding.

Landlord's Approval of Home

RESIDENT shall secure the prior written consent of LANDLORD before locating any manufactured home on the premises.

Assignment or Subletting

The RESIDENT agrees and acknowledges that this Lease Agreement shall not be assigned or sublet.

Resale/Transfer of Manufactured Home

The right to occupy a home on the leased site is not unconditionally transferable with the sale or transfer of title to the manufactured home. To ensure that the purchasers of your home, should you decide to sell it, will be permitted to keep and occupy the home on the leased site, RESIDENT must comply with all provisions regarding on-site sale of home contained in the Guidelines.

Notice of Intention to Vacate

LANDLORD must receive, from month to month Residents, at least thirty (30) days' notice, **in writing**, of RESIDENT'S intention to remove the manufactured home from the community. RESIDENTS who have a written lease and who intend to remove the home at the expiration of the lease, must provide LANDLORD at least thirty (30) days prior to the expiration of the lease term, **in writing**, of RESIDENT'S intention to remove the manufactured home from community. Forms for notifying LANDLORD of RESIDENT'S intention to vacate are available in the community office for RESIDENTS convenience. RESIDENT'S failure to provide a timely **written** notice will result in RESIDENT'S continued liability for payment of rent for a thirty (30) day period commencing with the date LANDLORD actually received **written** notice of RESIDENT'S intention to vacate or if the manufactured home is removed without any prior **written** notice to LANDLORD, then RESIDENT shall remain liable for rent for a thirty (30) period commencing with the date the home was actually removed from the community. The removal of a home by RESIDENT prior to the expiration of the lease term may result in the RESIDENT'S continued liability for rent until the expiration of the lease term or until LANDLORD is able to lease the manufactured home site, whichever occurs first.

Removal of Home by Landlord

If LANDLORD is required to remove RESIDENT'S manufactured home from the leased site for any reason, including but not limited to, RESIDENT'S abandonment of the home or LANDLORD'S right to remove the home pursuant to an Order of Possession, RESIDENT shall be responsible for any and all expenses incurred in removing the manufactured home or other property from the leased site. Any property which is left on or about the leased site at the time RESIDENT vacates the premises shall be deemed to be abandoned by RESIDENT and RESIDENTS hereby authorize LANDLORD to dispose of same as abandoned property.

Default

If the RESIDENT should default under this Lease, the Community Guidelines, or if the RESIDENT(S) statements in the Rental Application are incorrect, LANDLORD shall have the right, among others, to terminate this Lease and to repossess the premises and cause the RESIDENT to vacate the premises in the manner provided by law.

Attorney Fees

If LANDLORD shall institute legal proceedings against RESIDENT for termination of tenancy pursuant to MCLA 600.5775, LANDLORD shall be entitled to reimbursement by RESIDENT for all expenses incurred in obtaining possession of the premises as provided by law. If an action for possession is based on RESIDENT'S default in the payment of rent, then RESIDENT shall reimburse LANDLORD and such expenses shall be deemed to be additional rent, due and payable by RESIDENT at such time as the rent is paid, whether prior to or subsequent to the entry of a judgement of possession.

Entire Agreement

This Lease Agreement constitutes the entire agreement between the parties and may not be modified unless in writing and executed by the parties as provided herein.

Adjustments in Lease

LANDLORD shall have the right to make the following adjustments in this Lease upon at least thirty (30) days written notice to RESIDENT:

- A. Changes required by federal, state or local law or rule or regulation.
- B. Changes to the property, including the premises, which are required to protect the physical health, safety or peaceful enjoyment of the residents and guests in the community.

Modifications of Lease

No modifications of this Lease shall be binding unless in writing, signed by the RESIDENT and by an authorized

agent of LANDLORD, and countersigned by an officer of LANDLORD.

Severability

If any provision of this Lease should be or become invalid, such invalidity shall not in any way affect any of the other provisions of this Lease which shall continue to remain in full force and effect.

Waiver

If LANDLORD should waive any provisions of this Lease, it shall not be construed as a waiver of a further breach of such provision.

Joint and Several Liability

In the event that this Lease should be signed as RESIDENT by more than one person, then the liability of the persons signing shall be joint and several.

Remedies Not Exclusive

Each of the rights provided in this Lease shall be cumulative.

Lease Binding

The covenants of this Lease shall be binding upon and shall be for the benefit of LANDLORD and RESIDENT and their respective successors in interest, heirs and representatives.

Interpretation

This Lease shall be construed according to the laws of the State of Indiana.

Neutrality of Gender Based Pronouns

In any provision of this Lease Agreement, the singular shall include the plural, the plural the singular, the male the female or neuter, the female the male of neuter, the neuter the male or female as the circumstances require.

NOTICE TO THE TENANT:

YOU (TENANT) MUST NOTIFY YOUR LANDLORD IN WRITING WITHIN 4 DAYS AFTER YOU MOVE, OF A FORWARDING ADDRESS WHERE YOU CAN BE REACHED AND WHERE YOU WILL RECEIVE MAIL; OTHERWISE YOUR LANDLORD SHALL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.

NOTICE

MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH IN RENTING ACT. IF YOU HAVE ANY QUESTIONS ABOUT THE INTERPRETATION OR LEGALITY OF THE PROVISIONS OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.

_____	_____
Authorized Agent for Landlord	Date
_____	_____
Tenant's Signature	Date
_____	_____
Tenant's Signature	Date

RECEIPT OF RULES AND ELECTION NOT TO ENTER INTO WRITTEN LEASE

The undersigned hereby acknowledges receipt of the Rules and Regulations and that he or she has been offered a written Lease Agreement pursuant to Michigan Statutes Section 28(g) of Act No. 96 of the Public Acts of 1987 and has elected to enter into said written Lease Agreement.

_____	_____	_____	_____
Tenant's Signature	Date	Tenant's Signature	Date