

OK MOBILE HOME PARK RENTAL AGREEMENT A 55+ Community

This is a rental agreement ("Lease") by and between Landlord, **NAMPA OK MHP, LLC**, and Resident(s) (identified below) for a mobile home lot situated in the OK Mobile Home Park, 1401 N. Midland Blvd., Nampa, ID 83651, with its Lot number identified below and referred to herein as the Lot. Landlord hereby leases to Resident and Resident hereby leases from Landlord the Lot upon the terms and conditions set forth herein.

1. **EFFECTIVE DATE:** The Effective Date of this Lease is as indicated on the signature page, provided however, if that date is blank, the Effective Date is the date upon which the last party to fully execute this Lease has signed.

2. **TERM:** The Term of this Lease shall commence on the Effective Date and shall continue thereafter on a month-to-month basis unless and until terminated in accordance with this Lease.

3. **RENT:** Resident shall pay monthly rent ("Monthly Rent") to Landlord as set forth on the signature page. Monthly Rent for any partial month shall be prorated based upon actual number of days in that month. Resident shall pay, as additional rent ("Additional Rent"), such other sums as are due hereunder including, without limitation, water and sewer charges, late fees, administrative charges, service of process fees, interest, costs and expenses. (Monthly Rent and Additional Rent may be referred to collectively as "Rent".) Rent may be adjusted upon not less than 90 days prior written notice to Resident.

4. **PAYMENT:** Rent shall be payable to **NAMPA OK MHP, LLC** and shall be delivered to Landlord in accordance with the Park Rules. Payment of Monthly Rent shall be made in advance, on or before the first of each month, together with any Additional Rent then due. A late fee of \$30 will be imposed if Rent is not paid in full on or before the 5th day of the month. Additional late fees of \$10 per day will accrue for every day after the 5th until Rent is paid in full. If Rent is still not paid in full on or after the 10th day, a 3-day notice to Pay or Quit will be posted and on or after the 17th day, eviction proceedings will be filed.

5. **SECURITY DEPOSIT:** Resident shall pay to Landlord a security deposit in an amount equal to Monthly Rent upon execution of this agreement. No interest shall accrue on such deposit. Landlord shall hold such deposit to secure Resident's performance of all obligations hereunder, including without limitation, payment of Rent and performance of all other provisions of the Lease. Within 30 days of termination of this Lease, Landlord shall refund such deposit to Resident, minus any deductions which shall be itemized in writing for Resident.

6. **USE:** The Lot shall be used for purposes of placement of a residential mobile home in which no more than two adults, each at least 55 years of age, reside. Upon request made prior to execution of this Lease, Landlord may permit the second adult to be less than 55 years of age, however, such permission is within Landlord's sole discretion, must be memorialized in a writing signed by Landlord or the Community Manager, and is specific to the Resident identified

in this Lease and extends to no one else. The Lot shall be used for no other purpose, absent Landlord's prior written consent.

7. **IMPROVEMENTS:** Landlord reserves the right to approve or disapprove any exterior improvements on the Lot. Resident shall submit any request for improvements or changes in writing, the approval or disapproval of which shall be given in writing reasonably promptly.

8. **MOBILE HOME SALE:**

a.) **Home Moving from Community:** If Resident wishes to sell the home and have it removed from its Lot, Resident shall give Landlord no less than 30 days prior written notice of the proposed sale. No home may be removed from the Lot unless and until all Rent due under this Lease has been paid in full. Landlord reserves the right to prevent the removal of any home in violation of this provision. Resident shall be responsible for any property damage caused during the process of removing the home from the Lot.

b.) **Home Remaining in Community:** If Resident wishes to sell the home but have it remain on its Lot, Resident shall give Landlord no less than 30 days prior written notice of the proposed sale, which shall include the proposed date of sale and the name and address of any prospective purchaser. In addition, the prospective purchaser shall submit a completed application for residency. Landlord reserves the right to approve or disapprove of the prospective purchaser as a resident on the same terms and conditions applied to other prospective residents. Landlord shall provide Resident with written notice of approval or disapproval within 5 business days of receiving Resident's request and the prospective resident's written application of residency. If the prospective resident is approved, a new rental agreement for the Lot must be executed between the Landlord and the prospective resident prior to the sale or transfer of the home to that prospective resident.

9. **REPLACEMENT MOBILE HOME:** Resident shall give Landlord no less than 15 days prior written notice identifying the specific proposed replacement home so that Landlord may review and, if necessary, inspect. The replacement and its positioning must be approved in advance in writing by Landlord. The home must be no older than 1980 and of acceptable condition, as determined in Landlord's reasonable discretion. The home must be of such size and dimension and must be positioned on the Lot so as to fully comply with applicable City of Nampa code requirements. Resident is responsible for satisfying all applicable code and permitting requirements and for property damage caused during the process of replacing a home on the Lot.

10. **REPOSITIONING AND RELOCATION OF MOBILE HOME:** Landlord reserves the right to reposition a home on its Lot upon 5 days prior written notice to Resident. Landlord reserves the right to relocate a home to another Lot within the Park within 5 days prior written notice to Resident. Resident's Lot does not have permanent boundaries and Landlord may modify any or all lot lines within the Park from time to time. Landlord shall not be liable to Resident for any inconvenience or for any damage to lawn, shrubbery, trees or other improvements situated on or about the Lot resulting from Landlord's repositioning or relocation hereunder.

11. **UTILITIES AND PLUMBING:** Landlord shall be responsible for providing and for payment of trash. Water usage for each lot shall be separately metered. Landlord shall bill Resident for actual water usage plus Resident's prorated share of sewer usage (as sewer charges are determined by water usage). Any and all other utilities including hook-ups shall be Resident's sole responsibility and expense. Resident shall pay Landlord for the cost of all plumbing services required to clear any blockages occurring above the property ground level. It shall be assumed that all blockages occurred above the property ground level unless the plumber is able to and does clearly determine that the blockage occurred below ground level.

12. **PERSONAL PROPERTY:** Landlord is not responsible for any of Resident's personal property, including the home itself and any personal property stored in or about the home or Lot or anywhere in the Park. Resident is strongly encouraged to obtain insurance covering the loss or destruction of such property.

13. **RIGHT OF ENTRY AND INSPECTION:** Landlord shall have the right of entry upon the Lot for maintenance of utilities, investigation of excessive use of utilities, protection of the community, delivery of notices, and periodic inspection of the exterior and interior of the home (scheduled no more often than once every 6 months), but shall not, except in the case of emergency or suspected abandonment by Resident, otherwise have the right of entry without Resident's consent.

14. **LANDLORD'S CURE OR CORRECTION OF NONCOMPLIANCE OR DEFAULTS:** At its option, Landlord may correct or cure Resident's noncompliance with this Lease or default, but shall not be obligated to do so. If Landlord exercises this option, it shall notify Resident of all costs or expenses incurred by Landlord in attempting to or in curing or correcting Resident's noncompliance or default by providing Resident with an itemized statement. Such costs and expenses shall be added to the amount of Resident's next Rent payment and shall be collectible as Additional Rent hereunder.

15. **INDEMNIFICATION:** Resident shall indemnify and hold harmless Landlord against any claims, liabilities, expenses, losses, actions, damages, penalties, fines, and demands of any nature whatsoever, including attorneys' fees and related costs and expenses, arising as a result of or in any way related to:

- a.) Resident's failure to comply with any provision of the Lease (including the Rules);
- b.) any property damage or personal injury (including, without limitation, serious bodily injury or death) occurring: i.) on or about the Lot or ii.) at any other location if related to Resident's occupancy in the community or the movement of a mobile home being transported to or from said Lot.

16. **TERMINATION:** Resident may terminate his/her tenancy upon no less than 30 days prior written notice to Landlord or as provided in Idaho Code §55-2010(4) or (5). Resident's tenancy may be terminated by Landlord for one or more of the following reasons:

a.) For nonpayment of Rent or other charges specified herein. Resident shall be given written notice of nonpayment. If the Resident does not pay within 3 business days, Landlord may give Resident notice to vacate within 30 days.

b.) For substantial or repeated violation of this Lease (including Rules), Resident shall be given written notice to comply. If the Resident does not comply within 3 business days, Landlord may give Resident notice to vacate within 20 days. In the case of periodic rather than continuous violation, the notice shall specify that repeating the same violation shall result in termination.

c.) Upon no less than 90 days prior written notice of Landlord's intent not to renew and to terminate this Lease, with the effective date of termination specified in the notice. No reason need be specified.

d.) Upon Resident's abandonment as defined in Idaho Code §55-2003(a), whereupon Landlord may exercise its statutory rights under Idaho Code §55-2009B.

e.) As set forth in Idaho Code §55-2010(c) or (d);

f.) Landlord's exercise of its rights under this Lease shall in no way waive its right to collect all Rent and other monies owed through the effective date of termination and of all costs and expenses incurred at any time, including after termination, as a result of Resident's default, including, without limitation, the imposition of penalties under Idaho Code §55-2017 if appropriate.

g.) This Lease may be terminated by written agreement between or among all parties. Upon termination of the Lease for whatever reason(s) or by whichever party, the Resident shall leave the Lot in better or substantially the same condition as upon taking possession.

h.) Upon termination of this Lease, Resident shall remove all his/her personal property in and about the home and Lot. If all such property is not removed, Landlord may assess Resident \$25 per day until removed; Landlord may also undertake to remove all such property and charge Resident costs of removal plus a \$25 administrative fee. If this Lease is terminated but Resident fails to remove the home from the Lot as required, Resident shall owe to Landlord during any "holdover" period in which the home remains on the Lot, monthly holdover rent in the amount of twice the Monthly Rent owed in the month immediately preceding termination. Nothing herein shall preclude Landlord from exercising its statutory rights under Idaho Code §55-2009B.

17. **INTEREST:** Rent, fees and other charges not paid when due shall bear interest at the rate of 1.5% per month until paid.

18. **ATTORNEYS' FEES:** Promptly upon presentation of a statement therefore, Resident shall reimburse Landlord for all attorneys' fees and related costs and expenses incurred by Landlord in collecting any sums due under this Lease or in enforcing any terms or provisions of this Lease at any time.

19. **NOTICES:** Notices required or permitted under this Lease (including the Rules) shall be given as follows:

a.) from Landlord to Resident by delivering a copy to the Resident personally, by affixing a copy in a conspicuous place on the Lot, or by regular U.S. Mail, postage prepaid, provided

however, that a “3 day notice” required under the Idaho Manufactured Home Residency Act, Title 55, Chapter 20, shall be given in compliance with Idaho Code §55-2020.;

b.) from Resident to Landlord by personal delivery to Landlord’s Community Manager or by regular U.S. Mail, postage prepaid, to Landlord’s Community Manager (see Rules for address).

c.) All notices delivered in compliance with this section shall be effective upon delivery to the recipient.

20. PARK RULES: Any and all references to Lease include the Park Rules or Rules, which are attached hereto and incorporated by reference herein, and shall be considered an integral part of the Lease. This Lease (including the Park Rules) may be amended upon not less than 90 days prior written notice but not more often than once in a 6 month period.

21. SURVIVAL: The obligations under this Agreement related to payment, indemnification, attorneys’ fees, costs and such other provisions which, by their sense and context, are intended to be continuing and survive the termination of this Lease, shall survive.

22. NONWAIVER AND REMEDIES: Landlord’s (including the Community Manager’s) failure to enforce or insist upon compliance with any provision of the Lease (including any Rule) on any occasion will not be construed as a waiver of Landlord’s (or Community Manager’s) right to enforce and compel compliance on any other occasion and seek all available remedies. Any and all remedies available under this Lease (including the Rules) and at law are cumulative and not mutually exclusive.

23. FORCE MAJEURE: Except with respect to the obligation to pay money hereunder, neither party shall be responsible for a failure to perform obligations if such failure is caused by an act of God, natural disaster, lack or failure of public utilities, laws or governmental regulations or other causes beyond that party’s reasonable control pending the existence of such force majeure.

24. CONFLICT WITH LAWS AND SEVERABILITY: It is the intent of the parties that this Lease comply in all respects with applicable law including, without limitation, Idaho’s Manufactured Home Residency Act, Title 55, Chapter 20. Accordingly, if any judicial or governmental authority having competent jurisdiction over the matter determines a provision of this Lease (including the Rules) to be unenforceable due to and to the extent of any conflict with applicable law, then:

a.) the offending provision shall be construed to be amended to the limited extent necessary to comport with such applicable law;

b.) or, if this is not possible, the offending provision shall be severable from the Lease and shall not affect the remaining validity of all other provisions of the Lease.

25. ENTIRE AGREEMENT AND CONSTRUCTION: This Lease constitutes and contains the entire understanding between the parties with respect to this subject matter hereof and supersedes any prior to contemporaneous oral or written agreements. This Lease may not be

amended or modified except through a writing executed by all parties. Wherever Landlord's "written consent" or "written approval" is required herein, such consent or approval remains, at all times, within Landlord's sole discretion.

26. 55 or OVER CERTIFICATION AND OWNER OCCUPANCY: Resident certifies he/she resides in the home and that no more than two adults reside in the home, each of whom is at least 55 years of age or older or alternatively, that Landlord has provided a written waiver of this age requirement for one of the Resident's in accordance with Paragraph 6 above. Resident is expressly prohibited from renting or subletting the home. Notwithstanding the foregoing or anything set forth in the Lease or Park Rules to the contrary, nothing shall prohibit or restrict Landlord in any way from selling or renting homes owned by Landlord (including homes owned through proceedings under Idaho Code §55-2009B) and situated on a lot within the Park on terms and conditions determined by Landlord in its sole discretion, provided however, that Monthly Rent charged by Landlord in any such rental agreement shall be consistent with the rates set forth herein.

27. HOME LICENSING, OWNERSHIP, AND LIENHOLDERS: Resident's home must bear a current annual license or State of Idaho tax identification number. Resident represents that he/she is the legal owner of the mobile home situated on the Lot, except to the extent that a lienholder is identified below. Resident has an ongoing duty to keep the lienholder information provided below up-to-date so that it remains accurate at all times.

Signatures are on following page.

PRINT LEGIBLY

LIENHOLDER'S NAME	
LIENHOLDER'S ADDRESS	
LIENHOLDER TELEPHONE	PHONE
LIENHOLDER ADDRESS	EMAIL

RESIDENT'S NAME	
RESIDENT'S NAME	
ADDRESS	1401 N. Midland Blvd. Nampa, ID 83651
LOT NUMBER	
MONTHLY RENT	\$315 for single. Check here: ____. \$335 for doublewide. Check here: ____.
TELEPHONE NUMBER	
EMAIL ADDRESS	

EFFECTIVE DATE	
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RESIDENT(S)

NAMPA OK MHP, LLC

Signature

Authorized Signature

Signature

_____, 20____
Date Signed by Resident(s)