

LEASE/RENTAL AGREEMENT

This Rental Agreement (hereinafter referred to as the "**Agreement**") and The Meadows of Hopkinton, Inc./Deer Meadow MHP, LLC Manufactured Housing Park Rules (hereinafter referred to as the "**Rules**") which are incorporated herein by reference, are designed to protect and benefit the residents of The Meadows of Hopkinton, Inc./Deer Meadow MHP, LLC (hereinafter referred to as the "**Park**") by enhancing and preserving the desirability of the Park and its mobile homes and by providing a clean, attractive environment. The provisions are not intended to unduly interfere with, restrict or burden the residents of the Park in their enjoyment of the community.

1. **Parties:** This Agreement is made this _____ by and between The Meadows of Hopkinton, Inc./Deer Meadow MHP, LLC as the "**Park Secretary**", office address: 114 Flintlock Road, Contoocook, NH 03229 and _____, hereinafter, referred to as the HOMEOWNERS.
2. **Lease of Lease of Premises:** For and in consideration of the rent and mutual covenants and agreements contained in this Agreement, the Park Secretary hereby leases to the Homeowner the following premises (hereinafter sometimes referred to as the "**Premises**") and grants the right to the Homeowner to place the following mobile home (hereinafter sometimes referred to as the "**Home**") thereon to be occupied as a residence:
 - a. PREMISES: _____, Contoocook, NH 03229
 - b. HOME:
 - i. Model: _____
 - ii. Make: _____
 - iii. SN# _____
 - iv. Size _____

_____please initial

1.

3. **Terms of Lease:** This agreement shall run for a term of _____ months and _____ days commencing on _____ through _____.
Current balance: _____
4. **Rent:** The homeowner shall pay a total rent of \$_____ in equal monthly installments of \$ 535. Rent is due the first day of each month for the year 2019, at which time a lot rental increase may be necessary, but at no time will the increase be greater than 7% per year for any given year.
- a. **LATE CHARGE:** If a payment is more than 10 (ten) days late you will be charged a late fee in an amount not in excess of 7% of each land rent payment.
 - b. **LAND RENT:** Rent may be mailed to 114 Flintlock Road, Contoocook, NH 03229 or in rent boxes provided at each park.
 - c. **HOMEOWNER:** The homeowner shall also pay any penalty assessed for a violation of any provision of the Rules. (Minimum \$100.00 per month penalty for any infraction of rules starting 30 days after notification in writing. If any infraction is ongoing the assessment of \$100.00 per month or any portion, thereof, if infraction continues.)
5. **Taxes:** The Homeowner agrees that he will pay any tax assessed upon his Home by local authorities in a prompt and timely fashion and will not cause or allow his Home to be sold, removed from the Park or put into possession of another person until any such tax has been paid or until arrangements satisfactory to the Park Owner have been made. In the event that any such tax is assessed to, and paid by, the Park Owner pursuant to RSA 73:16-a, it shall be entitled to be reimbursed by the Homeowner for any such payment, interest pursuant to RSA 76:13 and reasonable costs of collection, including attorney's fees.
6. **Utilities:** The Park Owner shall provide water and sewer and weekly trash removal. All other utilities shall be arranged for and paid by the Homeowner.
7. **Operation and Maintenance of the Park:** Subject to other provisions of this Agreement and the Rules, the Park Owner agrees to operate and maintain the Park as follows:
- a. To maintain the common areas and private roads within the Park in good condition.

2. _____ please initial

- b. To maintain all below-ground water and sewage lines with the exception of clogs that end up at the inlet of the septic tank, which is underground, in which case the homeowner is responsible for all costs incurred. In the event of an emergency, to make arrangements for the provision of temporary service. Maintenance of all utility lines and connections which are above ground or within a Home shall be the responsibility of the Homeowner.
 - c. To trim and maintain trees and shrubs in common areas when deemed necessary by the Park Owner.
 - d. To respect the privacy of the Homeowner.
 - e. To allow the Homeowner complete freedom of choice in the purchase of goods and services customarily delivered by home delivery, except if a vendor, supplier or home delivery service violates the traffic regulations of the Park or unduly disturbs the peace and quiet of the residents of the Park or violates any local or state law or regulation, then such vendor, supplier or home delivery service may thereupon be prohibited or otherwise restricted from entering the Park.
8. **Compliance with Rules, Ordinances, Laws, etc.:** The Homeowner agrees to comply with the Rules incorporated herein by reference, and all local ordinances or federal or state laws or rules or regulations relating to mobile homes or mobile home parks. The Homeowner further agrees to cure in a prompt and timely fashion any failure to comply with such Rules, ordinances, laws or rules or regulations upon written notification of the Park Owner.
9. **Restrictions of Occupancy:** The persons permitted to occupy the Premises shall consist of the Homeowner and the three additional persons listed in the space provided below the signatures of the parties at the end of this Agreement. Other additional persons may be permitted to occupy the Premises if written authorization is given by the Park Owner, but in no case shall the total number of persons exceed four (4). If any additional person occupies the Premises without written authorization by the Park Owner, a penalty of Ten Dollars (\$10.00) per month shall be assessed for each such person. A Homeowner is permitted to have a reasonable number of guests, but any person residing on the Premises for more than thirty (30) consecutive days shall be considered an occupant and required to leave the Premises unless written authorization is given by the Park Owner.

Please initial_____

10. **Restriction on Use of Premises:** The Premises shall be used exclusively for residential purposes. The Homeowner shall not use or permit the Premises to be used for the conduct of a business.
11. **Condition of The Premises; Inspections:** The Homeowner hereby acknowledges that he has previously inspected the Premises and has found them safe and acceptable. The Homeowner agrees that he will maintain the Premises in a safe condition during the term of this Agreement. The Homeowner further agrees to allow the Park Secretary (or her representative) to enter and inspect the Home or Premises for reasons of health, safety, maintenance or the welfare of other residents of the Park, or in the event of an emergency. Any such entry or inspection shall be made at reasonable times, and only with the permission of the Homeowner, which permission shall be deemed to have been given in an emergency.
12. **Limitation of Liability:** It is understood and agreed that:
 - a. The Park Secretary and/or Owner shall not be liable with respect to any condition or event occurring or resulting by reason of severe weather conditions, Act of God, or other circumstances beyond the reasonable control of the Park Owner.
 - b. The Park Secretary and/or Owner shall not be liable for any damage or injury if the same is occasioned by the act or neglect of Homeowner or any other person or by causes not within the reasonable control of the Park Owner.
 - c. If any condition requiring correction by the Park Secretary shall have been caused by the act or neglect of the Homeowner, other occupant of the Home, or his or their agents, servants, licensees, invitees or guests, the Homeowner shall promptly pay all expenses incident to such correction.
13. **Assignment; Sublease:** The Homeowner may not assign this Agreement nor sublease the Premises.
14. **Termination:** This Agreement may be terminated by the Park Owner upon the occurrence of one or more of the following events:
 - a. Nonpayment of rent.

4. _____please initial

- b. Nonpayment of any tax assessed upon the Home.
 - c. Any assignment of this Agreement or any sublease of the Premises by the Homeowner or any change in the ownership of the Home or its principal occupants.
 - d. Any failure to comply with any provision of this Agreement or the Rules; provided, however, that the Homeowner is first given written notice of his failure to comply with this Agreement or the Rules and a reasonable opportunity thereafter to cure such failure.
 - e. Failure of the Homeowner to comply with local ordinances or state or federal law or regulations relating to mobile homes or mobile home parks; provided that the Homeowner is first given written notice of his failure to comply with said laws or regulations and a reasonable opportunity thereafter to cure such failure.
 - f. Damage by the Homeowner to the Park or the Premises, reasonable wear and tear accepted.
 - g. Repeated conduct of the Homeowner within the Park which disturbs the peace and quiet of other homeowners.
 - h. Condemnation or change of use of the Park.
15. **Surrender of the Premises:** In the event that this Agreement shall have expired or been terminated, the Homeowner shall peacefully quit and surrender the Premises to the Park Secretary and/or Owner. The Homeowner shall remove his Home and all of his personal property and shall repair any damage caused to the Premises. In the event that the Home and personal property have not been removed from the Premises upon the expiration or termination of this Agreement, the Homeowner agrees to pay any expense arising in connection with the removal and storage of the Home and personal property. The Homeowner's obligations to observe or perform the covenants contained herein shall survive the expiration or termination of this Agreement.
16. **Cost and Attorney's Fees:** If the Park Secretary and/or Owner shall retain an attorney to enforce its rights due to the Homeowners breach of this Agreement or the Rules incorporated herein, the Homeowner agrees to pay the costs of said enforcement, including reasonable attorney fees.

17. **Miscellaneous:** .No Waiver of Breach: No assent, by either party, whether express or implied, to a breach of a covenant, condition or obligation by the other party, shall act as a waiver of a right of action for damages as a result of such breach, or shall be construed as a waiver of any subsequent breach of the covenant, condition or obligation.

- a. Unenforceable Terms: If any terms of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any application of such term shall not be affected thereby.
- b. Entire Agreement: This Agreement embodies the entire Agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.
- c. Obligations: In the event that more than one person shall be or become the Homeowner hereunder, then the obligations of the Homeowner hereunder shall be deemed to be the joint and several obligation of each such person.
- d. Construction: This Agreement shall be interpreted under the laws of the State of New Hampshire.
- e. Sale of home: Re-sales by real estate agents and homeowners have questions arise from the buyer that they are unable to answer. We spend valuable time answering these questions that are the responsibility of the agent or seller. Because of time spent on this and attending the closing, when necessary, we are implementing an administration fee of \$250.00 from the homeowner for sales handled by the homeowner or real estate agent. Homeowner agrees to have the septic pumped or pay the Park to have it done at time of sale. Cost to be going rate at time of sale.

BY SIGNING HEREINBELOW, THE HOMEOWNER/OWNERS HEREBY ACKNOWLEDGE THAT HE/SHE HAS RECEIVED AND READ THEIR COPY OF THE LEASE AGREEMENT AND RULES AND REGULATIONS IN THEIR ENTIRETY AND AGREES THAT HE/SHE WILL COMPLY WITH ALL TERMS AND CONDITIONS SET FORTH HEREIN.

HOMEOWNERS _____

Homeowner Signature(s)

THE MEADOWS OF HOPKINTON, INC BY ITS SECRETARY, STACEY L. PRICE

DATE _____

DEER MEADOW MHP, LLC BY ITS SECRETARY STACEY L. PRICE

DATE _____