

**RENTAL AGREEMENT
FOR
THE LAKES MOBILE HOME PARK**

Date Changed

THIS AGREEMENT is entered into between the, LAKES MOBILE HOME PARK LLC, as Landlord, and _____ as Tenant(s), and Owner(s) of the manufactured home placed in the Lakes Mobile Home Park.

1. **RENT/TERM.** Landlord rents to Tenant and Tenant rents from Landlord, Lot No. _____, (hereinafter the "Lot"), located in the LAKES MOBILE HOME PARK located at 1701 East Burr Ave. in Moses Lake, Washington for a term of Two years commencing _____ and ending on _____ at a minimum monthly rental of Two Hundred Sixty Dollars (\$260.00), payable in advance on or before the first day of each month during the tenancy. Tenant agrees that upon expiration of the original term, the Agreement shall automatically renew for a period of one month and shall thereafter be a tenancy from month-to-month unless the Landlord extends the lease for one or more years. Rent for a partial month shall be prorated by multiplying the base monthly rent by a fraction in which the numerator is the number of days of occupancy in that partial month and the denominator is the actual number of days in that partial month.

2. **ADDITIONAL CHARGES.** In addition to the monthly rental and any other charges or fees specified in this Agreement, Tenant agrees to pay to Landlord the following charges:

a. None

3. **UTILITIES.** Tenant shall, in addition to the monthly rental, pay for all utilities supplied to the Lot, except for Water and Sewer, which shall be paid for by Landlord. Garbage, Containers are furnished by the City of Moses Lake. See the manager to sign up for garbage service, including number and size of containers. Manager shall arrange with the City for delivery of containers and obtain the price for that service. Manager shall notify tenant of their monthly garbage charge. (The City requires the Park to collect the monthly charge and remit to City). **The monthly garbage charge is in addition to the monthly lot rent.**

4. **FACILITIES.** A Recreational Vehicle Parking area is available on a "first come, first serve" Basis. The Manager shall assign spaces in writing, if they are available. No Items or RV Vehicles shall be stored in the RV area unless a written lease is signed by the Manager.

5. **LATE CHARGES.** Tenant agrees that if full rent, fees, and other charges are not received by the 6th day of each month, Tenant shall pay Ten Dollars (\$ 10.00) as a late fee, and an additional fee of Two Dollars (\$2.00) per day thereafter for each day the full rent is delinquent. In addition, any check returned for any reason shall result in an additional fee of Twenty Dollars (\$20.00). Payment of late fees, other charges, and check return fees are in addition to and part of the rent due for that month. Any returned check causing late receipt of rent payment will result in the assessment of both late charges and returned check fees. Two returned checks from Tenant during Tenant's occupancy will result in Tenant's forfeiture of the right to pay by check. All future payments must be made by money order or cash only until further notice by Landlord.

6. **PLACE OF PAYMENT.** Rent and all additional charges and fees shall be paid to the Community Manager at **Space 31**, or to such other person or at such other place as Landlord may, from time to time, designate by written notice.

7. **SECURITY DEPOSIT.** As partial consideration for execution of this Agreement, Tenant shall pay landlord, prior to occupancy, a deposit in the amount of None Dollars (\$0.00). This deposit, (or lack thereof), does not limit Landlord's rights or Tenants obligations.

8. **TENANTS.** There shall be no more than two tenants residing in any manufactured home unless approved by Landlord. Guests are allowed per the Rules and Regulations. Tenant shall not give accommodation to any roomer,

16. TERMINATION/EVICTION/WAIVER OF NONPAYMENT OF RENT. This Agreement may be terminated by Landlord as provided by this Agreement and under law. Tenant may be evicted in the manner provided by law. If any Tenant is evicted for any reason provided by law, to include non-payment of rent, charges, fees, or any other costs, Tenant is liable for under this Agreement or law, such Tenant expressly agrees to pay all rent, additional charges, and other fees, and any other costs due under this Agreement during the tendency of any eviction proceeding and until the Tenant vacates and removes the Tenant's manufactured home and other personal property from the Lot and the Community. Tenant expressly waives any right to not pay rent, additional charges, fees, and other costs during any legal proceeding to evict the Tenant. A Tenant intending not to renew and terminating the Lot tenancy shall notify the Landlord in writing at least thirty (30) days prior to the expiration of this Agreement of an intention not to renew.

17. HOLDING OVER. If Tenant continues in possession of the Lot after termination of this Agreement, and it is otherwise not renewed, Tenant agrees to pay to Landlord the monthly rental, computed and prorated on a daily basis, for each day Tenant remains in possession of the Lot, and otherwise agrees to comply with this Agreement.

18. IMPROVEMENTS. Tenant agrees not to make or permit any construction, alteration, additions, or improvements to the Lot without the prior written consent of Landlord. Prior to placing a home or any improvement on a lot, a scaled site plan shall be generated by the Landlord showing the size and placement of any home, garage, patio, driveway, sidewalk, stairs or carport to be placed on the Lot. Stair and deck railings may be wrought iron or picket in design. Only the Approved appurtenances may be constructed on the lot. The Landlord shall supply for the Tenant, approved plans for a garage. Said site plan must be approved by the Landlord and Tenant in writing prior to commencing construction of said improvement. It is the Tenants responsibility to obtain any permits, pay all fees, pass all inspections, and pay all cost associated with constructing any appurtenances.

Tenants Initials: _____.

19. ASSIGNMENT. This Agreement shall not be assignable by Tenant, except as provided in RCW 59.20.073, on the sale of a manufactured home in the Community.

20. SUBLETTING. Tenant shall not sublet or rent out all or any part of Tenant's manufactured home or Tenant's Lot.

21. LIABILITY AND INDEMNITY. Tenant agrees that all of Tenant's personal property in the Community shall be at the risk of Tenant. Tenant further agrees that Landlord shall not be liable for, or on account of, any loss or damage sustained by action of any third party, fire, theft, water, or the elements, or for loss of any property from any cause from said Lot, or any other part of the Community; nor shall Landlord be liable for any injury to Tenant, Tenant's family, guests, employees, or any person entering the Community, or the property of which the Community is a part, unless caused by the sole negligence of Landlord. Tenant hereby waives all claims therefore and agrees to indemnify Landlord against any such loss, damage, or liability, or any expense incurred by Landlord in connection therewith.

22. HAZARDOUS SUBSTANCES. Any product containing hazardous substances, as defined by RCW 70.105D.020, including, but not limited to, petroleum products, oil, gasoline, paints, solvents, fertilizers, pesticides, and herbicides, shall be stored in closed containers that are in good condition and kept in a manner to prevent leaking. Tenant shall comply with all federal, state, and local laws regarding hazardous substances and shall use products containing hazardous substances only in a non-negligent manner according to the manufacturer's instructions. Tenant shall not allow disposal of any hazardous substance on the Lot or within the Community in any storm drain, septic or sewer system, or water system. Tenant agrees to immediately clean up any spill of any hazardous substance and notify Landlord of the circumstances surrounding the spill and actions taken. Tenant agrees to indemnify and hold Landlord harmless from any and all liability arising out of any release of hazardous substances caused by Tenant or by breach of this Agreement.

23. CONDEMNATION EMINENT DOMAIN. In the event the whole or any part of the Lot shall be taken by any competent authority for public or quasipublic use or purpose, then, and in that event, the term of this Agreement shall

cease and terminate from the date when the possession of the part so taken shall be required for such use or purpose. All damages awarded for such taking shall belong to and be the property of Landlord.

24. ZONING. The current zoning for the Community is R-3.

25. NOTICE/LANDLORD IDENTIFICATION. Any notice required to be served by Tenant upon Landlord in accordance with the terms of this Agreement shall be delivered to the Community Manager, whose address is: **Space 31** in the Lakes MHP at 1701 East Burr Moses Lake, WA. 98837. The Manager is hereby directed to act as agent for the Landlord for the purposes of serving notices and processes. The Landlord is the "Lakes Mobile Home Park LLC". The Landlord's address is 16419 - 40th Place West, Lynnwood, WA. 98037.

26. FORWARDING ADDRESS. In the event of an emergency concerning the Tenant or Tenant's manufactured home, the person who you would like the landlord to notify is:

_____, Phone Number: _____.

27. SECURED PARTY. The name of each lending institution, (or other entity or person), who has a secured interest in Tenant's manufactured home is:

Name: _____.

Address: _____.

Acct. Number _____.

28. MEDIATION. In the event Tenant fails to participate in mediation as required by RCW 59.20.080 (2), Landlord shall be entitled to recover from Tenant all fees and costs incurred in the mediation process.

29. ATTORNEY'S FEES AND COSTS. In any actions arising out of this Agreement, including eviction, the prevailing party shall be entitled to reasonable attorney's fees and costs.

30. DEFINITIONS. As used in this Agreement, "Manufactured Home" means "mobile home with a metal floor frame and axels that are attached for movement of the home", "Community" means the Lakes Mobile Home Park as defined in RCW 59.20.030 and "Lot" means a "mobile home lot" as defined in RCW 59.20.030(3).

31. SEVERABILITY. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions set forth herein shall remain in full force and effect.

32. AMENDMENTS. Any amendment or other change to this Agreement, to include the Community Rules and Regulations, shall be in writing.

33. ENFORCEMENT. Failure of Landlord to insist upon the strict performance of the terms, covenants, agreements, and conditions contained herein shall not constitute or be construed as a waiver or relinquishment of Landlord's rights thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect. Landlord's acceptance of any rent after Tenant breaches this Agreement shall not waive Landlord's rights or remedies created by Tenant's breach.

34. HEIRS AND SUCCESSORS. The covenants and agreements of this Agreement shall be binding upon the heirs, legal representatives, successors, and assigns of any or all of the parties herein.

35. ATTACHMENTS. Attachments made a part of this Agreement are as follows: (a) Addendum "A" - Lot Description; (b) Addendum "B" Community Rules and Regulations;

36. Chapter 59.20 RCW requires the following statement be included in this Agreement:

THIS COMMUNITY MAY BE SOLD OR OTHERWISE TRANSFERRED BY LANDLORD AT ANY TIME WITH THE RESULT THAT SUBSEQUENT OWNERS MAY CLOSE THE MANUFACTURED HOME COMMUNITY, OR THAT THE LANDLORD MAY CLOSE THE COMMUNITY AT ANY TIME AFTER THE REQUIRED NOTICE.

37. SALE OF HOME. In order to sell a home, which is subject to this lease and leave the home in the mobile home community, this lease requires the Tenant to comply with the following.

FIRST. The Tenant must notify the Manager in writing, in advance of a sale, of his intent to list his home for sale or his intent to offer the home for sale through his own efforts.

SECOND. Prior to listing the home or offering it for sale, the Tenant must make an appointment with the Landlord to conduct an inspection of the home and Lot. Landlord and Tenant shall walk the Lot and inspect the home for compliance with the Lease and Rules. Landlord shall provide an inspection form and will fill it out for the Tenant. The items listed on the inspection form by the Landlord will be items that are in violation of the lease and or Rules & Regulations. Tenant must correct any discrepancies prior to completion of Sale. In the event a buyer wants to close on the sale and move in before the Tenant can complete the list, the Landlord will allow the sale to go through so long as the Tenant or the Purchaser, whomever, will be responsible for making the corrections. That agreement will be documented by the party responsible for the corrections signing the inspection list, where it states who is responsible for the corrections and when the corrections will be completed.

THIRD. The Tenant must obtain, prior to listing or selling the home, a "New Tenant Application Form" from the Manager. The Tenant, upon finding a prospective purchaser, must make an appointment for the new purchaser with the manager for Manager's approval. The Purchaser must present the filled out "New Tenant Application Form" at the meeting. **If a Tenant sells his home without complying with the aforementioned procedure, the Landlord could refuse to lease the space to the New Tenant.**

UNDERSTOOD AND AGREED UPON this _____ day of _____, 20____

LANDLORD

TENANT(S)

By: _____

