

Model Vermont Mobile Home Park Lot Lease
(developed by the CVOEO Mobile Home Program)

This lease is entered into between _____ (hereinafter referred to as "Resident"), and

_____ (hereinafter referred to as "Park Owner"), and is effective this ____ day of _____, of the year _____.

Park Owner's address is: _____

In consideration of Resident's payment of rent and agreement to and compliance with the other provisions set forth in this Lease, Park Owner hereby leases to Resident, the Lot located at (lot number) ____ (hereinafter referred to as "the Lot") in the _____ Mobile Home Park, in _____ (town), Vermont, for the following mobile home (model and year) _____, serial number _____.

This lease permits occupancy only by the Resident and the following additional persons:

Additional occupants, including boarders, may reside in the mobile home with the written consent of the Park Owner, which consent shall not be unreasonably withheld. Guests shall be permitted, provided that the Resident notifies the Park Owner in writing of the names and lengths of visits of any guests staying longer than thirty days. In no event are guests permitted to stay more than six months each year.

1. LOT RENT AND OTHER CHARGES

a. Resident shall pay Park Owner lot rent in the amount of _____ Dollars (\$_____) per month, beginning on _____, 2____. Unless other arrangements have been made in advance in writing, lot rent is due and payable without notice on the first day of each month, and must be paid no later than the fifth of each month.

b. Lot rent payments are to be made _____ (e.g. in person at __location, by check mailed to __address, or either)

c. Additional charges may be levied only as specified and provided for elsewhere in this lease, or in the Park Rules and Regulations. Except for emergency situations, Resident shall be given thirty (30) days written notice of Park Owner's intent to perform services for which an additional charge will be made. Additional charges are due in full no later than thirty (30) days from the Resident's receipt of a written invoice from the Park Owner.

d. Except as otherwise provided by law, the rental amount shall remain in effect for a period of not less than one year from the rental effective date.

(Optional - generally not used in mobile home parks):

e. A security deposit of one month's lot rent in the amount of _____ Dollars (\$____) shall be paid by Resident at the beginning of this Lease Agreement.

Park Owner shall refund the full security deposit within 14 days from the date Resident removes the mobile home from the mobile home park and terminates this lease, delivers a copy of an executed bill of sale transferring ownership of the mobile home to a new Resident who has entered a lease with Park Owner, or to Park Owner, or the date the mobile home is removed by court order, or a date contained in a notice of termination according to paragraph 12 of this lease, or a date agreed to by Resident and Park Owner.

Park Owner may retain all or a portion of the security deposit only for the following reasons (which must be provided to Resident in written form itemizing any such deductions): 1) non-payment of rent; 2) damage to the Lot, unless it is the result of normal wear and tear; 3) non-payment of utility or other charges that are normally paid to the park owner; and/or 4) expenses for removal from the lot of any property abandoned by Resident.

2. SUBLETTING

Resident shall not rent the mobile home or sublet the mobile home or lot without the written consent of the Park Owner, which consent shall not be unreasonably withheld. Park Owner shall respond in writing within 30 days to a written request to sublet that included the prospective sublessee's name and current mailing address.

3. NONDISCRIMINATION

The Park Owner or Agent shall not discriminate against any Resident or Prospective Resident on the basis of a person's race, religious creed, color, sex, sexual orientation, gender identity, age, marital status, disability, national origin, or because a person intends to occupy with minor children, or is a recipient of public assistance.

4. USE OF HOME

The mobile home shall be primarily used for private residential purposes. However, the Resident may use a minor portion of the home for an occupation which is customary in residential areas, which use is clearly secondary to the use of the home for living purposes, and which does not change the character thereof or affect the operation of the park for health, safety or aesthetic reasons. The use must be in compliance with law, including all appropriate ordinances, rules and regulations of any appropriate governmental authority.

5. INSTALLATION AND MAINTENANCE OF HOME AND LOT

a. All homes must be skirted with a skirting material of vinyl, plywood, or of comparable quality and appearance. The skirting must be weather-tight and kept in good repair and painted as necessary.

b. The Resident shall keep the premises neat, clean, in good repair, and use them in such a manner as not to be detrimental to any other resident or to the operation of the park for health, safety or aesthetic reasons. Resident must keep the Lot clean, lawns cut, and high grass trimmed around the home.

c. Plumbing must be kept in good repair and plumbing leaks must be repaired immediately. All exposed water lines must be properly insulated and/or have operative heat tapes to prevent freezing from ground exit forward. Running water shall not be used to prevent freezing.

d. With prior written approval of the Park Owner, which shall not be unreasonably withheld, awnings, screen rooms, added rooms, or sheds may be placed on the Resident's lot. Any such improvement or additions must be in compliance with the local zoning, building and related ordinances.

e. Except in connection with flower or vegetable gardens, Resident shall not dig on the lot without the prior written consent of the Park Owner or verification by authorities of the location of underground infrastructure systems (electrical, sewer, water, telephone, cable). Any damage done to an underground utility by the Resident shall be repaired at the Resident's expense.

6. RESPONSIBILITIES OF THE RESIDENT

a. The Resident is required to respect the privacy and lot lines of other resident's lots. Resident and resident's household members and guests shall not conduct themselves in a way that unreasonably disturbs other residents, and shall refrain from illegal activities. Resident shall be responsible for the activities and behavior of persons residing with resident and guests of resident.

b. Resident shall not use or occupy his/her mobile home in such a way as to cause any lot to fail to comply with the terms of this Lease Agreement or State or local laws and ordinances. The Resident, members of the household, guests and invitees shall not deliberately or negligently destroy, deface, damage, alter or remove any fixture, mechanical or utility system, or furnishing.

c. The Resident shall be responsible for the expense of maintaining the plumbing, electrical, and other utility service within the home, and from the point at which the service surfaces under the mobile home or connects to the mobile home from a service point. Resident is responsible for ensuring proper connection of the electric service to the home. Resident is responsible for ensuring that the mobile home is properly connected to the park's septic or sewer.

d. Resident shall maintain his/her unit free from rats and reasonably free from insects, vermin and other pests.

e. The Resident is responsible for the maintenance of the lot, including but not limited to the maintenance of the lawn and driveway, including snow removal from driveway and parking areas.

f. The Resident is responsible for any damage caused by failing to control water leaks within the mobile home or disposing of anything other than normal domestic water into the sewage system that may cause blockages, surfacing or backup.

g. Household waste that is placed outside the mobile home shall be stored in watertight, and to the extent possible animal-proof, receptacles of metal or other durable materials with tight fitting covers. No household waste shall be stored or accumulated under or around the mobile home or in any structure.

h. Upon the termination of the lease, the Resident will leave said premises in as good a state of condition as they were at the beginning of the lease, reasonable use and wear thereof and damage by the elements excepted.

7. RESPONSIBILITIES OF THE PARK OWNER

a. The Park Owner will provide Resident with adequate and safe electrical service. Park Owner is responsible for maintenance of the electrical service and equipment located outside the mobile home from the service entrance of the mobile home park to and including the disconnect and 'feeder line'.

b. The Park Owner will provide the Resident with potable water at an adequate pressure to meet standard everyday needs and to prevent a health hazard from back siphonage. The Park Owner is responsible for the maintenance of water lines to the point at which the lines surface from the ground under the mobile home.

c. The Park Owner shall provide adequate wastewater disposal that is properly connected to a public sewage system or properly operating subsurface disposal system. The Park Owner is responsible for ensuring that the sewage disposal system is serviced adequately to prevent surfacing or back-up. The Park Owner is responsible for maintaining the sewage disposal system to the point where it surfaces from the ground to service the mobile home.

d. The Park Owner shall provide rubbish removal services of frequency and or capacity to keep collection areas free from rats, and reasonably free from insects, vermin, and other pests. Park Owner shall not interfere with appropriate removal of rubbish by the Resident.

e. The Park Owner shall maintain the common area structures, trash areas, and abandoned mobile homes free from rats and reasonably free from all insects, vermin and other pests.

f. The Park Owner will ensure that the common areas and facilities are maintained in a manner which ensures that the Resident can utilize them for the intended purposes without adversely affecting their health or safety.

g. [The following assumes that there are no public roads within the park.] The Park Owner will keep the park roads reasonably free from hazards and ensure safe and reliable ingress, egress and use without unreasonable interruption on a year-round basis. Park owner will keep park roads reasonably free of potholes and depressions. The Park Owner shall provide adequate and timely snow removal and mitigation of any icy conditions.

8. ACCESS

a. The Park Owner may enter the mobile home lot with the Resident's consent, which shall not be unreasonably withheld, under the following conditions: 1) between the hours of 7:00 AM and 7:00 PM on no less than 12-hours' notice:

- i. when necessary to inspect the Lot;
- ii. to make necessary or agreed repairs, alterations or improvements;
- iii. to supply agreed upon services; or
- iv. to exhibit the lot to prospective or actual purchasers, mortgagees, tenants, workers or contractors.

b. The Park Owner may enter the rented lot without notice or permission, if, in the course of performing repairs the Owner discovers that it is necessary to enter the lot to complete the repairs, provided that the Park Owner could not have reasonably foreseen the need to enter the lot at the time the repairs began. However, the Park Owner must first attempt to reach the Resident by telephone or in person at the mobile home before entering the lot.

c. The Park Owner may enter the mobile home without notice to, or permission from, the Resident upon a reasonable belief that there is a likelihood of imminent injury to any person, damage to property or interruption of utility services.

9. SALE OF HOMES LOCATED IN PARKS

Prior to selling a home in the park, the Resident shall notify the Park Owner by certified mail of the name and mailing address of the prospective purchaser.

a. Denial. If the purchaser and his/her household do not qualify under the admission policy or lease terms for the park, Park Owner will have 21 days to indicate so in writing to the Resident and prospective purchaser. (The Park Owner must notify the prospective purchaser of the specific reason(s) for which he or she does not qualify.)

b. Approval. If Park Owner approves the prospective purchaser, Park Owner will give the prospective purchaser the proposed written lease with sufficient time for review prior to occupancy.

10. MODIFICATIONS OF THIS LEASE

A copy of any new lease, lease amendment, addition to, or deletion from the lease or park rules superseding or supplementing the terms stated herein, will be furnished to the

Resident at least thirty (30) days prior to the effective date of the changed or new lease or rule. If Resident objects to any modification of the lease, Resident shall notify Park Owner in writing by the proposed effective date of the change, or within 30 days of receiving written notice of the modification.

If the proposed change involves an increase in rent or utility charges, notice must be given 60 days prior to the increase. Notice of lot rent increases will be given according to 10 V.S.A. § 6251.

11. TERMINATION OF THIS LEASE BY THE RESIDENT

The Resident may terminate this Lease by giving the Park Owner at least thirty (30) days notice in writing stating the Resident's intention to terminate the Lease and vacate the premises.

12. TERMINATION OF THIS LEASE BY THE PARK OWNER

The Park Owner may terminate this Lease for nonpayment of rent, for a substantial violation of the Lease terms or rules and regulations promulgated thereunder, or if Park Owner is closing all or part of the mobile home park requiring removal of Resident's mobile home.

The Park Owner must provide the Resident with written notice of the reason for an intended eviction. The notice must be sent by registered or certified mail. If back rent is owed, the notice must also state that the Resident has 20 days to pay the past due rent.

The Park Owner shall go through the court process to evict a Resident. The Park Owner may not move a Resident's mobile home without Resident's permission or a written court order. Park Owner also may not interrupt utility services in any way to try to force a Resident to leave the park.

In the event of the closure of all or part of the park that affects the Resident, the Park Owner shall notify the Resident and the Commissioner of Housing and Community Development by certified mail at least eighteen (18) months prior to the planned closure date. **Unless Park Owner has no plans to sell the property within five years, Park Owner will give each owner of a mobile home in the park a Notification to Department of Housing & Community Development of Intent to Sell pursuant to 10 V.S.A. Section 6242 before giving any closure notice.**

13. ABANDONMENT

a. A mobile home will be considered abandoned if all of the following conditions exist:

- 1) A reasonable person would believe that the mobile home is not occupied as a residence;
- 2) The rent for the lot is at least 30 days delinquent; and
- 3) The Park Owner has attempted to contact the Resident at the Resident's home, last known place of employment and last known mailing address without success.

b. Abandonment of the mobile home is a substantial violation of the Lease terms and may result in immediate eviction proceedings.

c. The Park Owner may sell the abandoned mobile home in accordance with applicable State laws.

14. FURTHER CONDITIONS AND AGREEMENTS

a. This Lease contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions and neither party has relied upon any representation, express or implied, not contained in this Lease. This Lease cannot be changed or supplemented orally. In the event that more than one person shall be or become Resident hereunder, then the obligations of Resident hereunder, shall be deemed to be the joint and several obligations of each such person.

b. At any time upon request, Park Owner will provide a copy of this lease to Resident.

c. This Lease will remain in effect unless modified or terminated as provided for elsewhere in this Lease.

15. PARK RULES

The Park Rules are attached hereto as Appendix A, and they, and any future amendments thereto, are expressly made a part of the Lease Agreement, and Resident agrees to abide by such Park Rules.

16. NOTICE

Any notice required to be given to any party hereto shall be sufficient if mailed and addressed as follows:

To Park Owner: _____

To Resident: _____

Signed and Accepted:

Park Owner/Agent

Date

Park Resident

Date

Park Resident

Date