

**MEADOWBROOK TENN LLC.  
MEADOWBROOK MOBILE HOME  
PARK  
123 REESER ROAD,  
ELIZABETHTON, TN**

This lease is entered into between \_\_\_\_\_  
(Herein after referred to as "Lessee"), and Meadowbrook Tenn LLC. (Herein after referred to as "Lessor"), and is effective this \_\_\_\_\_ day of \_\_\_\_\_ of the year \_\_\_\_\_.

In consideration of Lessee's payment of rent and agreement to and compliance with the other provisions set forth in this Lease, Lessor hereby leases to Lessee, the lot located at (lot number) \_\_\_\_\_ (hereinafter referred to as "the lot") in the Meadowbrook Mobile Home Park (hereinafter referred to as "the park"), in Elizabethton, Tennessee for the following mobile home (model and year) \_\_\_\_\_ serial number \_\_\_\_\_.

This lease permits occupancy only by the Lessee and the following persons:

\_\_\_\_\_  
\_\_\_\_\_

Only those named above may reside at the residence. No guest may stay overnight for more than ten days without written permission from the Lessor. Lessee's guest shall not exceed four in number without written permission from Lessor.

**1. LOT RENT AND OTHER CHARGES**

- a. The initial term of this rental contract is on a month to month basis. Lessee shall pay Lessor lot rent in advance the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) per month beginning on \_\_\_\_\_.
- b. Lot rent is due and payable without notice on or before the first day of each month. Any unpaid rent after the 5th will be considered late and will incur a \$25.00 late fee charge and a \$5.00 per day charge thereafter.

Rent and late fees should be mailed to Meadowbrook Tenn LLC. Meadowbrook Tenn LLC.  
PO BOX 1157, Palm City, FL 34991

- c. Lot rent may go up but cannot exceed the cost of living index.

**2. SUBLETTING**

Resident shall not rent the mobile home or sublet the mobile home.

**3. NONDISCRIMINATION**

The Lessor or Agent shall not discriminate against any Lessee or Prospective Lessee on the basis of a person's race, sex, age, marital status, color, sexual orientation, religion, national origin, disability, 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 used for private residential purposes.

#### **5. INSTALLATION AND MAINTENANCE OF HOME AND LOT**

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

b. The Lessee 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. The Lessee must keep the lot clean, lawns cut, and high grass (over four inches) trimmed around the home.

c. The Lessee is responsible for all maintenance to the mobile home (structure), including, plumbing, porches and or decks, underpinning, windows and doors, etc.

d. The Lessee agrees to keep the lot in clean and orderly condition, clear of debris.

e. The Lessee will be responsible for plumbing from the ground exit forward. 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 the ground exit forward. Running water shall not be used to prevent freezing.

f. The Lessee is responsible for the hiring of a licensed electrician for the initial connection of power to the mobile home. The mobile home is metered separately and the Lessee is responsible for the payment of all electrical billing.

g. An inspection of utility structures maybe required before move in. All mobile home owners will be required to have the mobile home assembled and installed in accordance with City of Elizabethton and Carter County codes and ordinances. An improperly installed home will not be the responsibility of the Lessor.

h. Lessee shall not dig on the Lot without the prior written consent of the Lessor 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 Lessee shall be repaired at the Lessee's expense.

i. Lessee shall only occupy the lot specified in this lot lease agreement and not install any improvements, store materials or park vehicles on a lot not specified in this lease agreement.

#### **6. RESPONSIBILITIES OF THE RESIDENT**

a. Lessee and Lessee's household members and guests shall not conduct themselves in a way that unreasonably disturbs other residents, and shall refrain from illegal activities. Lessee shall be responsible for the activities and behavior of persons residing with Lessee and guests of Lessee.

b. Lessee 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 of the Park or any resident.

c. The Lessee 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.

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

e. The Lessee 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 lessee 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. In the event of water or sewage leaks, contact the Park Manager immediately. The Lessee shall not interfere with the main water control valve to the park. Any fine incurred by the Lessor due to a Lessee interfering with water utilities shall be billed to the Lessee.

h. Upon the termination of the lease, the Lessee will leave said premises in as good a state of condition as they were at the beginning of the lease.

i. Lessee is responsible for the payment of property taxes resulting from the installation of Lessee's mobile home on the Lot. Lessee is responsible for paying property taxes directly to the Tax Collector.

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Access: The Lessee agrees that the Lessor and the Lessor's agents, employees, or other representatives shall have the right to enter into and upon said premises to any part thereof, at all reasonable hours, for the purpose of examining the same or making such repairs as or alterations therein as may be necessary for the safety and preservation thereof. This clause shall not be deemed to create an obligation of the Lessor to make such inspections or repairs.

#### **8. SALE OF HOMES LOCATED IN PARK**

Prior to selling a home in the park, the Lessee shall notify the Lessor in writing of the name and mailing address of the prospective purchaser and sale amount. The Lessor reserves the first option to purchase the mobile home for the amount of the sale. A rental application and background check release form will be provided to the prospective purchaser. A background check fee will be billed to the Lessor and the prospective purchaser will not be approved until the background check fee is paid.

If Lessor approves the prospective purchaser, Lessor will give the prospective purchaser the proposed written lease which must be executed prior to occupancy.

#### **9. MODIFICATIONS OF THIS LEASE**

A copy of any new lease terms or rules and regulations superseding or supplementing the terms stated herein, will be furnished to the Resident at least thirty (30) days prior to the effective date of any amendment, addition, or deletion of the existing lease terms or rules and regulations. If the proposed change involves an increase in rent or utility charges, notice must be given 60 days prior to the increase.

#### **10. TERMINATION OF LEASE BY THE RESIDENT**

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

#### **11. TERMINATION OF THIS LEASE BY THE LESSOR**

Lessor may terminate this Lease for nonpayment of rent, for a violation of the lease terms, or violation of the park rules and regulations (see Exhibit A) promulgated thereunder, or if Lessor is closing all or part of the park requiring removal of Lessee's mobile home.

## **12. SEVERABILITY**

If any part or parts of this Lease shall be held unenforceable for any reason, the remainder of this Lease shall continue in full force and effect. If any provision of this Lease is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

## **13. INSURANCE**

Lessee shall be responsible for maintaining appropriate insurance for their respective interests in the premises and property located on the premises and for liability. Lessee understands that Lessor will not provide any insurance coverage for resident's property. Lessor will not be responsible for any loss of lessee's property, whether by theft, fire, riots, strikes, acts of God or otherwise. Park owner encourages resident to obtain renter's insurance or other similar coverage to protect against risk of loss or liability.

## **14. BINDING EFFECT**

The covenants and conditions contained in the Lease shall apply to and bind the parties and the heirs, legal representatives, successors and permitted assigns of the parties.

## **15. GOVERNING LAW**

This lease shall be governed by and construed in accordance with the laws of the State of Tennessee.

## **16. ENTIRE AGREEMENT**

This Lease constitutes the entire agreement between the parties and supersedes any prior understanding or representation of any kind preceding the date of this lease. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified in writing and must be signed by both park owner and resident.

## **17. CUMULATIVE RIGHTS**

Lessor's and Lessee's rights under this lease are cumulative and shall not be construed as exclusive of each other unless otherwise required by law.

## **18. WAIVER**

The failure of either party to enforce any provisions of this Lease shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease. The acceptance of rent by Park Owner does not waive park owner's right to enforce any provisions of this Lease.

## **19. INDEMNIFICATION**

To the extent permitted by law, Lessee will indemnify and hold Lessor, its principals, agents and Lessor's property, including the premises, free and harmless from any liability for losses, claims, injury to or death of any person, including Lessee, or for damage to property arising from Lessee using and occupying the premises or from the acts or omissions of any person or persons, including Lessee, in or about the park with Lessee's express or implied consent.

## **20. 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 Lessee hereunder, then the obligations of Lessee hereunder, shall be deemed to be the joint and several obligation of each such person.

b. Lessee acknowledges receipt of the Park Rules and Regulations, attached to this Lease as Exhibit A and agrees to abide by them as conditions of this lease.

**21. LEGAL FEES**

In the event of any legal action arising out of this Lease, the Lessee shall pay the Lessor's reasonable attorneys' fees and costs in addition to all other relief.

**22. NOTICE**

Any notice required to be given to any party hereto shall be sufficient if mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service. Either party may change such addresses from time to time by providing notice as set forth above.

To Park Owner: Meadowbrook Tenn LLC.  
PO BOX 1157  
Palm City, FL 34991

To Resident:

\_\_\_\_\_

Lot#: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Date