

**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT (hereinafter called "Agreement"), made November 1, 2021, by and between LAKE HAVEN MHP ASSOC. LLC (hereinafter called "Owner"), and \_\_\_\_\_ (hereinafter called "Resident").

WITNESSETH, in consideration of the rents, mutual covenants and agreements made herein, the parties hereto agree as following:

**SITE**

Owner hereby leases to Resident, and Resident hereby rents from Owner, the home Site (hereinafter called "SITE"). Described as LOT # 1 Located in Lake Haven MHC, Third Election District, Worcester County, State of Maryland (hereinafter called "Community") , for either of the following terms and subject to the conditions and covenants, which the parties hereto, for themselves, their family, invitees, heirs, personal representatives and assigns, hereby agree to keep and perform, to wit:

**RESIDENT OPTION OF TERM**

Prior to entering this agreement, Resident hereby acknowledges that:

\_\_\_\_\_ I was offered, by Owner and accepted at least a year, lease term

Or

\_\_\_\_\_ I was offered, by Owner, but rejected a \_\_\_\_\_ (months) lease term. I accepted a month-to- month lease term.

**TERM ACCEPTED**

Resident accepts a 12 (months) term.

**Lease term:**

Will begin on the 1st day of November and end on the 31st day of October, 2022

**Rent:**

The lot rent shall be \$ 604.50 per month from November 1, 2021, to December 31, 2021, and \$ 649.50 per month from January 1, 2022, to October 31, 2022.

Upon the expiration to the 12 (months) lease or any renewal thereof Park Owner agrees to offer an automatic renewal to a Qualified Resident (as herein defined), an additional one (1) year term lease.

In the event the Resident is not eligible for renewal or refuses to accept an additional one (1) year lease, said Resident shall by virtue of this agreement become a Resident from month-to-month, which said monthly tenancy shall be subject to all the conditions and covenants of said agreement as though the same had originally been month-to-month instead of a year term tenancy. Provided, however, that prior to the expiration of said original term, or any monthly renewal hereof, of its intent to change the terms and conditions of the agreement, including, but not limited to, any provision herein relating to the amount of payment rent, and the Resident shall continue in possession after the expiration of said notice, the tenancy under this agreement shall there upon be modified to the extent and in particulars set forth in said notice relating to the modified terms and conditions. MH Home Owner is entitled to a one-year renewable lease term unless there is good cause for non-renewal. "Good cause" includes: (1) violations of law by MH Home Owner, (2) an existing default in the payment of rent by MH Home Owner at the time of Lease renewal (subject to any applicable grace period and cure rights), and (3) serious or repeated violations of the material terms and conditions of its Lease by MH Home Owner.

### **QUALIFIED RESIDENT**

A "Qualified Resident" as referred to in this agreement, means a year-round Resident who:

1. Has made rental payments on the due date or within any grace period commonly permitted in the park during the preceding year.
2. Within the preceding 6-month period, has not committed a repeated violation of any rule or provision of the Rental Agreement and, at the time the term expires, no substantial violations exist, and
3. Owns a mobile home that qualifies for resale and passes an annual inspection according to the standards of the park.

### **RIGHT NOT TO REVIEW AGREEMENT**

Resident:

Resident may terminate this Agreement at the end of any term by giving the Owner a minimum of thirty (30) days written notice prior to the termination date.

Owner:

Should the Owner desire to discriminate the operation of the entire Community, or a portion of the Community which contains the Resident's Site, and thereafter, change the use of land, the Owner may terminate this Agreement by giving a minimum of Sixty (60) days written notice prior to the termination date notwithstanding the provisions of a longer term provided for herein. Resident shall be responsible for rent payment during the notice period.

**RENT DEFINITION AND PAYMENT**

The term “RENT” referred to in this Agreement includes basic Site rental, in addition to any and all additional charges from time to time levied against the Resident by Owner for expenses incurred in correcting any Agreement violation, together with all fees provided for hereunder. Specifically included as additional rent will be late charges and excise tax.

**EXCISE TAX**

Resident agrees to pay to Owner each month together with the rent payment, the appropriate excise tax assessed by the County, in the amount such assessment is established by the County.

**LATE CHARGE AND COLLECTION FEES**

Five (5) days after the date rent is due, Resident agrees to pay a late payment charge of 5% of the current rent. Resident shall pay any expenses, including Court costs and reasonable Attorney’s fees as defined in Paragraph 31 whether or not suit is actually instituted, incurred in the collection of overdue rental payments, which total payments will constitute additional rent.

**WAVIER**

The receipt by Owner of rent with knowledge of any breach of any covenant or obligation or Resident hereunder, shall not be deemed a waiver of any subsequent act or violation of Resident, whether of the same of a different kind.

**PARTIAL PAYMENTS**

No payment by Resident or receipt by Owner of an amount less than the monthly rent herein provided a statement on any check or on any letter accompanying any check or payment for rent shall be deemed in accord and satisfaction, and Owner may, at its option, accept such check or payment without prejudice to its right to recover the balance of such rents to pursue any other remedy provided in this agreement or by law.

**RENT INCREASES**

After the initial term of this agreement, or as provided for herein, Owner may from time to time, upon proper notice, increase the rent for the leased Site. Applicable Mobile Home Community Resident must receive at least 30 days prior written notice of any increase in rent.

**RENT ADJUSTMENT AND ADDITIONS**

Resident will be subject to a possible increase in rent during the lease term in accordance with the following provisions. In addition to the agreed rent, Resident shall pay, at Owner’s option, as additional rent during this lease term, an amount representing Resident’s proportionate share of any increase in real estate taxes on the subject property, environmental sewer or water connection to use fees, license fees, refuse collection, plus any new cost or charges or assessments subsequent to the commencement date of this Agreement imposed upon Owner by any governmental agency in the nature or in lieu of real estate or other taxes. Any new or

increased costs or charges, provided for in this section, shall be charged to Resident, at the Owner’s option, after Owner has notified Resident in writing of the adjusted rent is due and payable.

**RENT DEFAULT AND CURE**

Applicable Mobile Home Community Resident is entitled to a 5 day grace period for the failure to timely pay rent and has the right to cure any default in the payment of rent within the cure period set forth in it’s Lease, if any. If no cure period for a default in the payment of rent exists in its Lease, then applicable Mobile Home Community Resident has the right to cure any default in the payment of rent within 10 days after the expiration of the 5 day grace period described above.

**REPRESENTATIONS IN APPLICATION**

Owner has tendered this agreement to Resident and Resident accepts the same on the basis of representations contained in the application submitted by Resident to Owner for the purpose including Owner to execute this agreement. In the event any of the representations contained in the aforesaid application shall be found by Owner to be misleading, incorrect, or untrue, Owner shall have the right to forthwith cancel this agreement and to repossesses the Site by legal process, reserving all rights and remedies against Resident as if default hereunder had occurred in accordance with the terms hereof. Resident’s rental application is attached hereto and made a part of this agreement.

**DISCLOSURE OF UTILITY SERVICES**

Prospective Resident acknowledges receipt of a “Site Accommodation Disclosure Statement” from Owner identifying the availability, capacity and connection fee of all utility services at the home Site as proposed and understands that it is Resident ’s responsibility to insure that the size of the Site and the utility services are adequate for the proper installation and functioning of the home.

_____	_____	_____
Initials	Initials	Date

**SERVICES PROVIDED BY OWNER**

Owner shall provide within the basic Site rent the following services for Resident.

1. Sewer and water
2. Trash and garbage collection, except bulk items

3. Maintenance of roads and common areas
4. Snow clearance of roads within the Community

### **SALE OF HOME BY RESIDENT**

MH Home Owner is entitled to sell its Manufactured Home to a buyer that qualifies as a new tenant in the MH Community without having to first relocate such Manufactured Home outside of the MH Community subject to the following conditions and procedures;

1. Thirty (30) days prior written notice shall be given to Owner by any Resident who intends to sell his/her home. "For Sale" signs shall be limited to one sign not to exceed 24x24 inches in size and shall only be displayed inside the window of home for sale.

2. The Resident shall permit Owner to inspect the home for sale, including all structures appurtenant thereto, to determine whether or not the home will meet the Community standards in effect at the time Resident occupied the home with respect to size, quality, material specifications, or construction and the current standards with respect appearance and safety conditions, in order that the home may remain in the community upon resale. Said inspection shall be made within ten (10) days of Owner's receipt of written notice from Resident and the payment of the inspection fee.

3. The Owner shall notify Resident of the results of the inspection, in writing within five (5) days of the inspection and shall furnish Resident with

a. A written list of necessary repairs, modifications and/or changes which must be completed to Owners satisfaction, prior to occupancy by any purchaser of the home or

b. A statement that the home does not meet the resale standards and may not remain in the Community after resale.

### **APPROVAL OF PROSPECTIVE RESIDENT**

Owner reserves the right to approve the prospective Resident and purchaser of a home to be retained in the Community after resale. Such prospective Resident must qualify and be acceptable as to credit, job stability and family status, on the same basis as all new Resident s and complete the necessary documents required for a new Resident prior to occupancy or the home will be subject to removal from the community.

### **MINIMUM STANDARDS OF HOMES**

All homes to be placed in the Community for the first time, or retained after resale in the community, must meet the minimum standards with respect to size, quality, appearances, attached hereto and made a part hereof.

**CHANGE OF LOCATION**

Owner reserve the right, upon thirty (30) days written notice, in its sole discretion, and for good reason, betterment and improvement of the Community to relocate a Resident's home at Owner's expense, to another Site available in the Community.

**RESIDENT NON-PERFORMANCE**

If Resident shall default in the performance of any covenant, Owner may immediately, or at any time thereafter without notice, perform the same for the account of Resident, in the which event Resident shall, within ten (10) days after notice of such action by Owner, reimburse Owner for any cost or expense, including reasonable attorney's fees and Court costs incurred by Owner.

**NOTICE BY RESIDENT TO VACATE**

Resident agrees to give Owner at least thirty (30) days prior written notice of Resident's intention to vacate the Site at the expiration of the term of this agreement. All notices shall be given at the first of the month and shall expire on the last day of the same month. Resident agrees that the notice of intention to vacate shall be accompanied by payment of all rent to the end of the term and that the Resident is not relieved of any prior rent obligation, and no partial monthly rent or prorated rent will be accepted by the Owner upon the leaving of a Resident.

**REFUSAL TO VACATE-REPOSSESSION OF SITE**

Should Resident give Owner notice of his/her intention to vacate the Site and/or should Owner give Resident notice to vacate and demand the removal of the home from the Site , either because of breach of any of the terms and conditions of this agreement or upon termination of tenancy, as provided herein, and Resident shall fail to vacate the same on or prior to the time so stated, Resident agrees to pay Owner, as rent for said premises, the apportioned rent for the notice and holdover period at the rate under the agreement and further reimburse Owner for any damages which may be sustained due to an inability caused by such holdover, of Owner to deliver possession of the Site to a succeeding Resident , upon failure of Resident to vacate the sit as herein provided Owner may:

1. Eject Resident and take possession of the premises.
2. In addition, the home shall be constituted abandoned, in which event, Owner shall remove, store and sell the home in accordance with provision of Subtitle 2 of the title of the Transportation Article of the Annotated Code of Maryland. Storage of the home shall be at Resident's expense without liability on Owner's part. Nothing contained herein is intended to limit any other remedies which Owner may have against Resident as a holdover Resident under this agreement or applicable law.

**OBLIGATIONS OF RESIDENT AND THEIR GUEST(S)**

Resident and his/her guests agree as following.

1. **Use of Site.** the leased Site shall be used only for the purpose of private residential dwelling, and shall not be used for the practice of any profession, trade, craft or business, nor shall Resident otherwise make an unlawful, disorderly, improper or objectionable use thereof. The Site may not be used for any purpose contrary to any statute, ordinance, or valid administrative order or regulation or in any manner which unreasonably disturbs or offends any other Resident of the Community.

2. **Subleasing and Assignment.** MH Home Owner has the right to (a) sublease, and (b) assign its Lease, for the unexpired term, to the new buyer or sublessee of the MH Home Owner's Manufactured Home, without any unreasonable restraint, as long as the prospective buyer or sublessee, as applicable, qualifies as a new tenant within the MH Community (including satisfying Landlord's applicable credit and background checks and any requirements in the MH Community Rules and Regulations).

3. **Occupancy of Premises.** No mobile home may remain on the premises without the Resident or Resident's Sublessee as shown on this Rental Agreement. The Site shall not be occupied by any person other than those named and specified in the application for the Rental Agreement without modification and approval of the Owner. At no time shall the number of persons residing in the mobile home exceed the number permitted by applicable governmental regulations, ordinances and statutes. Do to the limited availability of water and sewer facilities, Resident shall be permitted that no more than four (4) people in any one unit without approval of the Owner in the payment in the addition sum of Thirty and 00/100 dollars(\$30.00) per month to cover the cost and burden of providing additional water and sewer to larger households.

4. **Utility Payments.** Resident agrees to pay all utility bill for electric, fuel, and telephone used on the Site during the term of this Rental Agreement and any extensions hereof. Resident further agrees to open all accounts with utility companies prior to the date of possession. Water and sewer is furnished at each Site by the Owner, charges for which may be passed on to Resident. Any home Site exceeding 7,000 gallon will be billed for any usage and excess of 7,000. It is understood and agreed that all facilities, utilities or services referred to herein may be subject to failure, interruption or curtailment as a result of accident, breakage, strike, repair, improvements, inability to obtain proper fuel or any other costs, and that Owner shall not be liable to the Resident or to anyone else on account of any such failure, interruption or curtailment, or on account of any injury, loss of damage therefrom.

5. **Condition of Premises on Commencement and Termination.** Owner will deliver the Site in a clean, safe and sanitary condition. Resident here by acknowledges that he/she is hereby given the opportunity to examine the Site and that his/ her acceptance of the agreement is conclusive evidence that said Site is in good and satisfactory order, and repair, unless otherwise specified in writing. Resident shall quit and surrender the Site at the end of the term in as good condition as when received, reasonable wear and tear accepted. Resident shall forthwith, upon damned by Owner pay as additional rent to Owner, for the cost to repair damage to the Site.

6. **Maintain Site.** The Site shall be maintained, as provided herein, by Resident in a neat, clean, good, and sanitary condition and free of debris, Resident shall maintain and cut the lawn and maintain the landscape, plants and trees, which plants or trees shall not be removed or disturbed without the prior written consent of Owner. Any home in the community and the immediate area surrounding the home, must meet the maintenance standards and all provisions of the State and County building, housing and health codes and the rules, regulations and standards of the community.

7. **Removal of Home.** Resident will not remove the home from the Site during the terms of this agreement or any renewal thereof, until all rent and taxes have been paid in full.

8. **Compliance with Community Rules.** Resident will comply and conform to the rules governing the occupancy of the home and the community a copy of which is attached hereto and made a part hereof into such reasonable attractions, additions and modifications thereof may form from time to time be made by Owner, provided Resident received written notice within thirty (30) days before the effective date of the proposed rule change, which rules shall be considered a part of the agreement with the same effect as though written herein. Resident covenants and agrees that said rules and all amendments thereto shall be faithfully observed by Resident and all persons invited by Resident onto said Site. These rules are deemed necessary for the order, peace, health, safety and operation of the community, and for securing and promoting the convenience, safety and welfare of the Resident s of the community.

### **OBLIGATIONS OF THE OWNER**

Owner covenants and agrees with Resident as follows:

1. That upon Resident s faithful performance under the Rental Agreement, Resident may and shall peacefully and quietly have, hold and enjoy the Site dismissed for the term and period of aforesaid, subject nevertheless the terms and conditions of this Rental Agreement. Owner further covenants to respect the privacy of the Resident s.

2. Comply with all applicable building, housing, and zoning, and health codes.

3. Keep in good repair the leased Site and all permanent fixtures the Owner provides.

4. Keep in good state of appearance, repair, safety and cleanliness the common areas and the building and improvements in the common area.

5. Provide at all reasonable times, for the benefit of the community Resident s access to common areas, including buildings and improvements, which access may not infringe on the leased Site of Resident s 6. Allow Resident s complete freedom of choice in the purchase of all goods and supplies accept as provided for by law.

### **FURTHER COVENANTS BETWEEN OWNER AND RESIDENT**

1. **Home Personal Property.** Resident s home shall be deemed to be personal property and not realty, nor fixture to realty after installation upon the Site.



2. **Subordination.** This agreement is subject and subordinate to all ground or underling leases and mortgages which may now or may hereafter affect the real property of which the Site forms a part, and all renewals, modifications, consolidations, replacements thereof. In conformation of such subordination, Resident s shall execute promptly and certificate, without compensation, which Owner may request and hereby constitutes and appoints Owner the Resident's attorney in fact, to execute any such certificate or certificates for on behalf of Resident s.

3. **Condemnation.** In the event of condemnation of the whole or any part of the Site by any competent authority for any public, or quails-public use date on which the possession of the parks so taken shell be required for such use or purpose and the entire shall go to the Owner.

#### 4. **Owner Entry**

a. **Site.** Owner may erect, use and maintain pipes and conduits in and through the Site, and to enter the Site during reasonable hours (Except at any time during emergencies), to examine the same and to make repairs, alternations, improvement or additions as Owner may deem necessary or desirable and to take all material into and upon the Site as may be required therefor, without the same constituting an eviction in whole or in part and with no abatement or reduction in rent during the course thereof. Owner may enter upon the Site to conduct an inspection or survey to ensure compliance with the Rental Agreement or applicable code.

b. **Home.** Except in the case of an emergency or to prevent imminent danger to a home or its occupant(s). Owner does not have any right of entry to the home without the prior written consent of Resident.

### **DEATH OF RESIDENT**

The death of the last surviving Resident, who is signatory to this agreement will constitute automatic termination of the tenancy. The benefit of this agreement may not be assigned transferred or consumed by the descendants estate, his/her heirs, next of kin or beneficiary named in a will or a trust.

### **EVICITION OF RESIDENT FOR CAUSE**

Owner shall, at any time during the tenancy, have the right to evict the Resident for the following reasons only.

1. Non-payment of rent.
2. Violations.
3. Making or causing to be made, any false or misleading information on application for tenancy.
4. Violation of a federal, state or local law that is detrimental to the safety and welfare of other Resident s in the community.

5. Repeated violation of any rule or provision of the Rental Agreement occurring within a 6-month period.

### **EVICTION NOTICE**

The Owner shall deliver to Resident a written notice of the violation at least thirty (30) days before the date he/she is required to vacate the Site. The notice shall be specifically addressed to Resident in question and shall provide a specific reason for the eviction. MH Home Owner has the right to sell its Manufactured Home, in its existing location, within 30 days after eviction by the Landlord, subject to Landlord's right to prevent a dangerous condition or any threat or risk of bodily harm to tenants or visitors of the MH Community, and provided, further, that, nothing in this section prohibits Landlord from exercising any other right or remedy available against MH Home Owner under law.

### **SECURITY DEPOSIT**

The Owner acknowledged receipt from the Resident of \$649.50 as security for the performance of the Resident's obligations under this Agreement. At the end of the tenancy hereby created, said sum shall be returned Owner to Resident, with interest thereon, as provided below, if Resident shall have surrendered possession of the premises to Owner as herein provided, subject to Owners right to retain all or part; of the deposit for any damages sustained by Owner, including Attorney's fees.

Said security deposit shall be placed in an account in banking or saving institution in this State and will bear interest. In the event Resident shall make a written request to the Owner within fifteen (15) days of the beginning of tenancy hereby created, Resident shall be entitled to receive promptly a written list of all existing damages. If Resident notifies Owner by certified mail, fifteen (15) days prior to the date of moving, of Resident intention to move, the date of moving, and Resident's new address, Resident shall be notified by return certified mail of the time and date when the premises are to be inspected to determine if any damage has been done to the premises during the tenancy, and the amount of such damages to be retained from security deposit, if any.

Resident has the right to be present when Owner or its agent inspects the premises in order to determine if any damage was done to the premises during the tenancy.

### **OWNERS LIEN**

Resident hereby grants and gives unto Owner a lien upon any and all property of the Resident, including, but not limited to, any home placed upon the hereinbefore described Site, said lien to be effective as to the amount of any rent or utility charges due or other sums due and owing by the Resident at any time during or under this Agreement. In the event Resident shall default in the terms of this agreement, or in the event of abandonment of the home by the Resident after the termination of this agreement, Owner shall be free to pursue remedies both at law and equity

with regard to the enforcement of said lien in order to collect any amounts due and owing to the Owner on account of this agreement.

### **REMEDIES**

Any event of default committed by Resident s shall constitute a breach of this agreement and shall entitle Owner at its election, to the following rights and remedies.

1. To exercise and all rights it holds hereunder or under applicable law on account thereof at law or it equity, including the right to terminate this Rental Agreement, to reenter and repossess the Site and eject Resident there from and/or to bring suit against Resident, to enforce Resident s compliance with this Rental Agreement or collect any sum due to Owner hereunder or under applicable law, after giving such prior notice thereof to Resident as is required by applicable law. If Owner brings suit against Resident for any Owner (in addition to any judgment awarded to the Owner) all court costs and expenses incurred by Owner in connection therewith, including a reasonable Attorney's fee which it is agreed shall be \$500.00. If any action is initiated in District Court and 1,000.00 if a Jury trial is prayed and the matter is initiated in the Circuit Court.

2. If Resident does not vacate the site at the end of the term or thirty (30) days after written notice of an event of default or termination and after demand for removal, Resident's home shall be removed pursuant to the remedies provided herein.

3. And all rights and remedies given by Owner hereunder or a law or in equity shall be cumulative.

### **NOTICES**

Notices or other documents required hereunder shall be deemed given when delivered personally to the parties hereto or their respective authorized agents or within three (3) days after being mailed, postage prepaid, first class mail, as follows: If by Resident to Owner at Owners office.

### **FREEDOM OF PURCHASE**

Resident acknowledges that Owner has not required, as condition to Owner's entering into this Agreement, that Resident purchase the home, accessories, additions, steps, awning or materials necessary for installation of the home, from a specific dealer or dealers or that the home must have been constructed by a specific manufacturers except in connection with the initial leasing or renting of a newly construction Site not previously leased or rented to any other person.

### **LIABILITY**

All persons executing this Agreement shall be jointly and severally liable for performing Resident's obligations hereunder. Except as specifically limited herein, the covenants, conditions, and agreements contained in this agreement shall bind Owner and Resident s and their respective heirs, distributes, executors, administrators successors and assigns.

**ENTIRE AGREEMENT**

Subject only to Owners Rules for occupancy of the community, as same may be amended or supplemented from time to time, this Rental Agreement contains the entire agreement and understanding of the parties. No verbal statements, promises or representations made by Owner’s agents, employees or representatives shall be imputed to Owner. Nothing shall prevent modification of the terms of this Rental Agreement by mutual agreement through the execution of a written addendum affixed to all copies of this Rental Agreement.

**GOVERNING LAW**

This Rental Agreement shall be governed by and constructed according to provision of the title 8A of the rental property article of the Annotated Code of Maryland, known as the Mobile Home Park Act of 1980, as amended. All rights granted to Owner are several and cumulative to all statutory and common law remedies permitted by Maryland Law. If any of the foregoing requirements violate applicable law (including if applicable law provides a more favorable protection to the Applicable MHC Residents), then such requirement(s) will be deemed automatically void and of no force or effect. The invalidity or unenforceability of such requirement(s) will not affect the validity or enforceability of any other provision of this agreement, and all other provisions will remain in full force and effect.

**SEPARABILITY**

If any provisions of this Rental Agreement or Rules incorporated herein are deemed void and unenforceable by any Court of competent jurisdiction or agency, said clause shall be stricken and all other provisions hereof shall remain in full force and effect.

**IN WITNESS WHEREOF**

Resident s hereby acknowledge that they have read this Rental Agreement understood each and every provision herein contained and the parties hereto have signed and sealed this Rental Agreement the day and year first herein written. Upon execution of this Rental Agreement, Resident will be furnished a copy of this Rental Agreement and Rules and regulations of the community.

Witness/Attest:     *Luz Santos*     T/A

Lake Haven MHP Associates, LLC

Resident:

\_\_\_\_\_