

## Lease Agreement Lot \_\_\_\_\_

This Agreement is made and entered in this \_\_\_\_\_ day of \_\_\_\_\_, **2018**, between **Creek Locks Mobile Home Park, LLC 220 Crow Hill Road, Delanson, NY 12053**, hereinafter referred to as "Landlord" and \_\_\_\_\_, hereinafter referred to as "Tenant".

**Attached rider sets forth rights and obligations of park owners / operators and manufactured home tenants / owners under the real property law.**

WHEREAS, Landlord desires to lease to Tenant and Tenant desires to lease from Landlord the premises generally described as the Manufactured Home on Lot: \_\_\_ in Creek Locks Mobile Home Park, in Bloomington, NY, it is herein agreed as follows:

1. Landlord hereby leases to Tenant, described above for a term of 1 year beginning \_\_\_\_\_ and ending \_\_\_\_\_ at a monthly rate of \$ \_\_\_\_\_ **plus utilities.**
2. The described premises are leased un-furnished, but does include appliances which includes washer, dryer, refrigerator, stove, microwave and dishwasher. Tenant acknowledges home is excellent / new condition at beginning of this and/or the original lease term, has had the opportunity to inspect the home and note any deficiencies on the General Condition of Rental Properties Checklist.
3. Tenant agrees to pay the rent herein provided subject to the terms and conditions set forth herein, including the standard set of Rules and Regulations of Creek Locks Mobile Home Park, LLC.
4. Rent shall be payable on the first day of each month, to the address of Landlord as stated above or at such other address as Landlord may, from time to time, require.
5. Tenant shall pay for all their own electricity, propane and any other utility during the term of this lease and any extension or renewal thereof. Choice of energy suppliers will be by tenant.
6. Landlord covenants that the leased premises are in excellent shape and is clean, safe, sound and healthful and that there exists no violation of any applicable housing code, law or regulation of which they are aware.
7. Tenant agrees to comply with all sanitary laws, ordinances and rules affecting the cleanliness, occupancy and preservation of the premises during the term of this lease.
8. Tenant shall use the leased premises exclusively for a private residence for occupancy by no more than a single family consisting of \_\_\_ people, unless otherwise specified herein, and Tenant shall not make any alterations to the house, outbuildings or grounds without written consent of Landlord.
9. Tenant shall keep the premises in good order and repair and shall advise Landlord or Landlord's agent of any needed repairs.

10. Tenant agrees to take good care of the carpets, draperies, appliances and other household goods, and the personal effects of Landlord, and further agrees that they will deliver up same to Landlord in excellent condition at the end of the term of this lease.

11. Tenant shall repair or replace, at Tenant's expense, all loss or damage to any of the listed carpets, draperies, appliances and other household goods, and personal effects of Landlord, whenever such damage or loss shall have resulted from Tenant's misuse, waste or neglect of said furnishings and personal effects of Landlord. Tenant shall also be responsible to replace any light bulbs, water filters for fridge, batteries in thermostats and smoke detectors and/ or similar items.

12. Tenant shall cause to be made, at Tenant's expense, all required repairs to heating and air-conditioning apparatus, electric and gas fixtures and plumbing work whenever such damage shall have resulted from misuse, waste or neglect of Tenant, it being understood that Landlord is to have same in good order and repair when giving possession.

13. Tenant shall not keep or have in or on the leased house, outbuildings or grounds any article or thing of a dangerous, flammable or explosive nature that might be pronounced "hazardous" or extra hazardous" by any responsible insurance company.

14. Tenant shall give prompt notice to Landlord or his agent of any dangerous, defective, unsafe or emergency condition in or on the leased premises, said notice being by any suitable means. Landlord or his agent shall repair and correct said conditions promptly upon receiving notice thereof from Tenant.

15. Landlord covenants that the Tenant and Tenant's family shall have, hold and enjoy the leased premises for the term of this lease, subject to the conditions set forth herein.

16. Tenant covenants that he shall not commit nor permit a nuisance in or upon the premises, that he shall not maliciously or by reason of gross negligence damage the house, outbuildings or grounds, and that he shall not engage, nor permit any member of his family to engage, in conduct so as to interfere substantially with the comfort and safety of residents of adjacent buildings.

17. Tenant agrees to place / keep in place a **security deposit with Landlord in the amount of \$ \_\_\_\_\_**, to be used by Landlord at the termination of this lease for the cost of replacing or repairing damage, if any, to the house, outbuildings, grounds, furnishings or personal effects of Landlord resulting from the unintentional, intentional or negligent acts of Tenant. Security deposit shall cover any repainting or touch up painting of the home if required by landlord, removing and/or patching of any inserts or plugs installed into the walls to hang any items, cleaning / shampooing of carpets and general cleaning or repair of the home and all appliances. We strongly suggest that any tenant when moving out, allow themselves enough time to restore the home back to the condition it was provided to them, to avoid any charges against the security deposit. If repairs or cleaning exceed the security deposit, Tenant will be responsible to make the Landlord whole for any and all costs, including any legal fees if the Landlord needs to engage any legal service to recoup any such costs.

18. Landlord agrees to return said security deposit to Tenant within fourteen days of the Tenant's vacating the leased premises subject to the terms and conditions set forth herein.

19. Tenant shall, at reasonable times, give access to Landlord or his agents for any reasonable and lawful purpose. Except in situations of compelling emergency, Landlord or his agents shall give the Tenant at least 24 hours' notice of intention to seek access, the date and time at which access will be sought, and the reason therefore.

20. In the event of default by Tenant, Tenant shall remain liable for all rent due or to become due during the term of this lease. Landlord or his agents shall have the obligation to re-let the premises in the Landlord's name for the balance of the term, or longer, and will apply proceeds of such re-letting toward the reduction of Tenant's obligations enumerated herein.

21. Tenant shall permit Landlord or his agents to show the premises at reasonable hours, to persons desiring to rent or purchase same, 60 days prior to the expiration of this lease, and will permit the notice "To Let" or "For Sale" to be placed on said premises and remain thereon without hindrance or molestation after said date.

22. In the event of any breach by the Tenant of any of Tenant's covenants or agreements herein, Landlord or his agents may give Tenant five days' notice to cure said breach, setting forth in writing which covenants or agreements have been breached. If any breach is not cured within said five-day period, or reasonable steps to effectuate said cure are not commenced and diligently pursued within said five-day period and thereafter until said breach has been cured, Landlord or his agents may terminate this lease upon five days' additional notice to the Tenant, with said notice being in lieu of a Notice to Quit, which Tenant hereby waives. Said termination shall be ineffective if Tenant cures said breach or commences and diligently pursues reasonable steps to effectuate such cure at any time prior to the expiration of said five-day termination. Upon terminating this lease as provided herein, Landlord or his agent may commence proceedings against Tenant for his removal as provided for by law.

23. In the event of any breach by Landlord of any of Landlord's covenants or agreements herein, Tenant may give Landlord ten days' notice to cure said breach, setting forth in writing the manner in which said covenants and agreements have been breached. If said breach is not cured within said ten-day period, or reasonable steps to effectuate said cure are not commenced and diligently pursued within said ten-day period and thereafter until said breach has been cured, rent hereunder shall be fully abated from the time at which said ten days' notice expired until such time as Landlord has fully cured the breach set forth in the notice provided for in this paragraph.

24. In no case shall any abatement of rent hereunder be effected where the condition set forth in the notice provided for herein was created by the intentional or negligent act of the Tenant, but Landlord shall have the burden of proving that rent abatement may not be effected for the foregoing reason.

25. Landlord agrees to deliver possession of the leased premises at the beginning of the term provided for herein. In the event of Landlord's failure to deliver possession at the beginning of said term, Tenant shall have the right to rescind this lease and recover any consideration paid under terms of this Agreement.

26. Unless otherwise provided for elsewhere in this lease, any notice required or authorized herein shall be given in writing, one copy of said notice mailed via U.S. certified mail, return receipt requested, and one copy of said notice mailed via U.S. first-class mail. Notice to Tenant shall be mailed to him at the leased premises. Notice to Landlord shall be mailed to him, or to the managing agent, at their respective addresses as set forth herein, or at such new address as to which the Tenant has been duly notified.

27. This lease and the rules and regulations of the park constitute the entire agreement between the parties hereto. No changes shall be made herein except by writing, signed by each party and dated. The failure to enforce any right or remedy hereunder, and the payment and acceptance of rent hereunder, shall not be deemed a waiver by either party of such right or remedy in the absence of a writing as provided for herein.

28. In the event legal action is required to enforce any provision of this Agreement, the prevailing party shall be entitled to recovery reasonable attorney's fees and costs.

29. Landlord and Tenant agree that this lease, when filled out and signed, is a binding legal obligation.

**We also advise tenants to obtain a "renters" insurance policy for coverage of their personal property, you should contact your insurance agent to obtain a policy specific to your needs**

**Note this home \_\_\_ does \_\_\_ does not reside in the 100 year flood plain. If home resides within the 100 year flood plain, tenants are advised to obtain a flood insurance policy for coverage of their personal property. Though Creek Locks MHP, LLC may have flood insurance on the home, it would not cover any tenant's personal property.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

Tenant

Landlord

By: \_\_\_\_\_  
(sign)

By: \_\_\_\_\_  
Paul J. Winnie Manager  
Creek Locks Mobile Home Park, LLC

By: \_\_\_\_\_  
(print)

Date: \_\_\_\_\_