



Cedar Glen Mobile Home Park, LLC.
 16300 NE State Hwy 305
 Poulsbo, WA 98370
 Phone: (360) 779-4305

← **Manager** →

Beth Whisenant

← **Grounds Foreman** →

Gary Watson

MANUFACTURED HOME LOT ONE-YEAR RENTAL AGREEMENT

THIS AGREEMENT is entered into between **CEDAR GLEN MOBILE HOME PARK, LLC**, as Landlord, and _____ **“et.al”**, as Tenant(s), and owner(s) of the manufactured home.

- 1. RENT/TERM.** Landlord rents to Tenant and Tenant rents from Landlord, Lot No. __, (hereinafter the “Lot”), the location of which is described in Addendum “A” hereto, in Cedar Glen Mobile Home Park, LLC, (hereinafter the “Community”), located at **16300 NE State Hwy 305**, in the City of **Poulsbo**, County of **Kitsap**, State of Washington, for a term of one year, commencing on the **1st day of November, 2020** and ending on the **31st day of October, 2021**, at a minimum monthly rental of **Seven Hundred Twenty Five Dollars (\$725.00)**, payable in advance on or before the first day of each month during the tenancy.
- 2. UTILITIES & FACILITIES.** Lessor shall furnish water, sewage and garbage service as set forth in Rules and Regulations, to the premises as part of this lease at no additional cost to Lessee. The cost for all other utility or facility services desired by Lessee must be borne by Lessee, which services must be contracted or arranged for directly between Lessee and the appropriate utility company.
- 3. LATE CHARGES.** Tenant agrees that if full rent, fees, and other charges are not received by the **3rd** day of each month, Tenant shall pay an additional fee in the amount of **Two Dollars (\$2)** per day thereafter. In addition, any check returned for any reason shall result in an additional fee of **Thirty Dollars (\$30)**. Payment of late fees, other charges, and check return fees are in addition to 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 only.
- 4. PLACE OF PAYMENT.** Rent and all additional charges and fees shall be paid to the Community Manager at Park Office, or to such other person or at such other place as Landlord may, from time to time, designate by written notice.
- 5. ESCALATION/REDUCTION IN REAL PROPERTY TAXES, UTILITY ASSESSMENTS, AND UTILITY CHARGES.** Tenant shall pay a pro rata share of any increases in the community’s real property taxes, or utility assessments, or utility charges over the base taxes, or assessments, or charges in the year in which this Agreement took effect. Landlord shall make a pro rata reduction in the rent or other charges in the event of a reduction in real property taxes, or utility assessments, or utility charges of the year in which this Agreement took effect.
- 6. OCCUPANTS.** Tenant shall not give accommodation to any roomers or lodgers or permit the use of the Lot for any purpose other than as a residence and as the location of one manufactured home and its accessory buildings for the exclusive occupation and use of the following named person: _____.
- 7. PETS.** Tenants agrees to have no animals or pets of any kind on the Lot, or in the Community, other than the following:

- 8. RESPONSIBILITIES. Tenant Agrees:** (a) To keep the Lot in a clean and sanitary condition; (b) To comply with all applicable federal, state, and local laws, regulations, and ordinances pertaining to the Lot and the manufactured home located thereon, and appurtenances, and to save Landlord harmless from all fines, penalties, and costs for violations or noncompliance by Tenant with any laws, requirements, or regulations, and from all liability arising out of any violation or noncompliance; (c) To properly dispose from the manufactured home and Lot all rubbish, garbage, and other organic or flammable waste in a clean and sanitary manner at reasonable and regular intervals, and to assume all costs of extermination and fumigation for infestation caused by Tenant; (d) To immediately notify Landlord of any damage to the Lot or to the Community caused by acts of neglect of Tenant or Tenant’s guests, and unless otherwise agreed, Landlord shall repair the damage and charge Tenant for the repair, which Tenant agrees to pay to Landlord by the next monthly rental payment due date, or on terms mutually agreed in writing by Landlord and Tenant; (e) To not intentionally or negligently destroy, deface, damage, impair, or remove any facilities, equipment, furniture, furnishings, fixtures, or appliances provided by Landlord or permit any member of Tenant’s family, invitee, or licensee, or any person under Tenant’s control, to do so; (f) To not permit a nuisance or common waste; and (g) To comply with all Community Rules and Regulations.
- 9. RULES AND REGULATIONS.** Tenant acknowledges receipt of a copy of the Community Rules and Regulations which Tenant has read and understands. Tenant agrees to comply with the Rules and Regulations. Tenant agrees that Landlord may, upon thirty (30) days’ written notice, make changes or additions to the Rules and Regulations stated herein.

10. TERMINATION-EVICTION/WAIVER OF NON-PAYMENT OF RENT. 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. 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 pendency 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.

12. 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.

13. PARK LANDSCAPING. It shall be the responsibility of the Lessor to maintain the landscaping on park-owned property of CEDAR GLEN MOBILE HOME PARK. Any modifications of the landscaping, including the pruning and cutting of trees and shrubs on property, without the prior written consent of Lessor, shall constitute a breach of this agreement.

14. IMPROVEMENTS. Tenant agrees not to make or permit any construction, alteration, additions, painting, or improvements to the Lot, or the permit placement of a storage shed thereon, without the prior written consent of Landlord.

15. GUEST PARKING. Tenant agrees that guests shall park their vehicles only in Tenant's assigned parking area or in areas designated for guest parking. In no case will Tenant's guest obstruct or violate other tenant's parking or property rights. Any guest's vehicle parked in excess of **Twenty-four (24)** hours must be properly identified by placement of Tenant's name and Lot number where such guest is visiting to prevent impound or towing. Tenant hereby authorizes Landlord to tow or impound, at Tenant's expense, any vehicle of Tenant's guest which is not parked in accordance with the terms of this Agreement, provided that Landlord must first attempt to notify the owner of the vehicle or the Tenant.

16. 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.

17. MOVEMENT. The time and method of moving a mobile home into or out of the park shall be mutually agreed upon between the Lessor and Lessee prior to said movement.

18. SUBLETTING. Tenant shall not sublet or rent out all or any of Tenant's manufactured home or Tenant's Lot. All manufactured homes shall be owner-occupied.

19. 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.

20. HAZARDOUS SUBSTANCES. Any product containing hazardous substances, as defined by RCW 70.105D.020, including, but not limited to, petroleum products, oil, gasolines, 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 substance 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 store 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.

21. CONDEMNATION-EMINENT DOMAIN. In the event the whole or any part of the Lot shall be taken by any competent authority for public or quasi-public 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

22. ZONING. The current zoning for the Community is **R 2.5 subject to variance for mobile home park use.**

23. 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 **16300 NE State Hwy 305, Poulsbo, WA., 98370.** The Manager is hereby directed to act as agent for the Landlord for the purposes of serving notices and process. The Landlord is **Beth Whisenant.** The Landlord's address is **16300 NE State Hwy 305, Poulsbo, WA., 98370.**

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24. FORWARDING ADDRESS. The person who would likely know the whereabouts of Tenant is _____

25. SECURED PARTY. The name of each lending institution, (or other entity or person), who has a secured interest in Tenant's manufactured home is _____ whose address is _____. The secured party's account number for the subject security agreement is _____. Tenant shall provide Landlord with a copy of Tenant's ownership title of the manufactured home occupying the Lot, within 60 days of occupancy.

26. 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.

27. ATTORNEY'S FEES AND COSTS. Tenant shall pay for all attorney's fees and costs incurred by Landlord to enforce this Agreement. In any legal action to enforce this Agreement, including eviction, the prevailing party shall be entitled to reasonable attorney's fees and costs.

28. DEFINITIONS. As used in this Agreement, "manufactured home" means "manufactured home and/or mobile home", "Community" means a "mobile home park", "mobile home park cooperative", or "mobile home park subdivision", as defined in RCW 59.20.030 and "Lot" means a "mobile home lot" as defined in RCW 59.20.030.

29. 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.

30. ENTIRE AGREEMENT CLAUSE. This Agreement constitutes the sole and only Agreement between Landlord and Tenant and supersedes any prior agreement, either oral or written, between the Landlord and Tenant. No subsequent oral agreement between Landlord or Landlord's Agent and Tenant shall have any bearing whatsoever on this Agreement.

31. AMENDMENTS. Any amendment to this Agreement shall be in writing with thirty (30) days' written notice unless a different notice time period is required by law.

32. WAIVER. Waiver of one breach of a term, condition, or covenant of this Rental Agreement by either party shall be limited to the particular instance and shall not be deemed to waive part or future breaches of the same or other terms, conditions or covenants.

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 wavier 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:

36. HISTORICAL RENTAL AMOUNTS:

2019 rental amount	\$725.00
2018 rental amount	\$620.00
2017 rental amount	\$575.00
2016 rental amount	\$550.00
2015 rental amount	\$525.00

37. SALE OF MOBILE HOME PARK. 1989 Amendments to RCW Chapter 59.20 require the following statement be included in this Rental Agreement:

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

UNDERSTOOD AND AGREED UPON this _____ day of _____, _____.

LESSOR:
Cedar Glen Mobile Home Park, LLC

LESSEE (S):

BY _____
