

MANUFACTURED HOME LOT LEASE

THIS MANUFACTURED HOME LOT LEASE, made and entered into this ____ day of _____, 20____, by and between Gloria Millner, hereinafter referred to as "Landlord," whose address is P.O. Box 204 Goode, VA 24556 and _____, hereinafter referred to as "Tenant," whose address is _____
Evington, Va. 24550.

WITNESSETH:

THAT for and in consideration of the rents, covenants and agreements herein respectively made and assumed by the Landlord and the Tenant, the Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord _____Evington, Va. 24556, hereinafter referred to as the "Premises," located in Castle Craig Mobile Home Park, lying and being situated in Campbell County, Virginia, for a term of one year that commenced on _____, 20____, and thereafter automatically renewing from year to year until terminated by either party as of the end of any calendar month by giving the other party written notice of such termination as required by this Lease, for a monthly rental of 240 Dollars (\$240), payable on the first day of the term and on the first day of each calendar month thereafter, as renewed from time to time. The Landlord may terminate this lease by giving the Tenant sixty (60) days' written notice of such termination. Except as otherwise provided in paragraphs 1(c) and 1(d), Tenant may terminate this lease by giving the Landlord sixty (60) days' written notice of such termination.

UPON THE TERMS AND SUBJECT TO THE CONDITIONS WHICH ARE HEREINAFTER SET FORTH:

I. Payment of Rent.

- a. Each installment of rent shall be due and payable by check, money order or cash at the foregoing times, without any demand, deduction or set-off whatsoever, to Landlord or such agent for the Landlord as may be hereafter designated to the Tenant. The first month's rent shall be paid upon the signing of this lease. The last month's rent shall be paid by check, money order, or cash, and must be received before the Home can be removed. There are no prorated rents; a full month's rent is due for any portion of a month that the Manufactured Home occupies the lot, except for members of the armed forces who qualify for proration and liquidated damages as provided in Virginia Code § 55.1-1235, and such other provisions of the Virginia Residential Landlord and Tenant Act made applicable to this Park by virtue of Virginia Code § 55.1-1311. Rent paid for the last month in which the Manufactured Home occupies the lot shall only apply to the time in that month that the lot is actually occupied, and shall not entitle Tenant to use the lot in the month his Manufactured Home has been removed from the lot.
- b. If any rent installment is not paid when due, or if it is not postmarked by the 15th day of the month for which it is due, the Landlord shall be entitled to charge a late fee of 25 Dollars (\$25.00), and to exercise any other rights which it holds hereunder or by law on account of such default. Rent checks returned to the Landlord from the bank for any reason will incur a service charge of 25 Dollars (\$25.00). Lot rent includes trash collection (from a trash collection bin), well water, and septic.
- c. The Landlord shall be entitled at any time to increase the monthly rental to an amount determined by the Landlord, provided that the Landlord gives to the Tenant written notice thereof by at least sixty (60) days prior to the date on which such increase becomes effective, and further provided that if Landlord gives such notice to the Tenant, the Tenant

shall be entitled to terminate this lease by giving written notice of such termination to the Landlord within said period of sixty (60) days.

- d. The Landlord shall be entitled at any time to modify any other term or condition of this lease or the included Rules and Regulations provided that the Landlord gives to the Tenant written notice thereof at least sixty (60) days prior to the date on which such modification becomes effective, and provided further that if the Landlord gives such notice, the Tenant shall consent in writing to such changed Rule or Regulation within sixty (60) days of receipt. Failure to consent in writing within such time shall cause termination of the lease by the Tenant, effective on the day such revised Rule or Regulation becomes effective.

II. **Manufactured or Mobile Home.** The Tenant shall use the premises as and only as a home site for the manufactured home (the "Manufactured Home");

III. **Approved Occupants.** The Tenant shall use the premises and the Manufactured Home for and only for a private residence for the Tenant and any other person(s) named herein, and for no other person or purposes whatsoever. The approved occupants' list can be modified to include children, born or adopted, marriage changes and other family changes. NO ROOMERS OR BOARDERS ARE PERMITTED.

Tenant: _____

Family Members: _____

This provision shall not be construed to prevent free access of non-occupants to the Tenant's manufactured home site.

THE LANDLORD MAY EVICT FROM THE PARK ANY TENANT WHO BECOMES A NUISANCE TO THE LANDLORD OR ANY OTHER OCCUPANT OF THE PARK, OR WHO COMMITS OR PARTICIPATES IN ANY ACT OF VANDALISM ANYWHERE IN THE PARK. In addition to the Tenant, those who occupy the premises, their guests and those on the property with their consent are subject to the same restrictions.

IV. **Use of Premises.** The Tenant shall keep the premises neat, clean, and in good order and repair, and surrender possession thereof at the end of the term in as good a condition as when received by the Tenant. The Tenant will not alter or add to the premises, or keep, do, or permit to be kept, or done on the premises or elsewhere in the Park, anything which violates applicable law or any of the Landlord's policies of insurance against loss by fire or other casualty. THE TENANT HEREBY ACKNOWLEDGES THAT THE TENANT HAS READ THE RULES AND REGULATIONS ATTACHED HERETO, AND AGREES THAT HE WILL ADHERE (AND CAUSE ANY OTHER APPROVED OCCUPANT OR ANY OF THEIR RESPECTIVE VISITORS, GUESTS OR INVITEES WITHIN THE PARK TO ADHERE) IN ALL RESPECTS TO THE RULES AND REGULATIONS, AS FROM TIME TO TIME MODIFIED BY THE LANDLORD, ANY FAILURE TO DO SO SHALL CONSTITUTE A BREACH OF THIS LEASE. To the extent permitted by law, the Tenant will indemnify the Landlord and hold Landlord harmless against any and all losses or liability arising from any violation by Tenant, other Approved Occupant or their respective visitors, guests or invitees of applicable law, the Rules and Regulations, or any provision of this lease.

V. **Alterations and Additions.** The Tenant shall not, without obtaining the Landlord's prior written consent, make any alteration or addition to the Manufactured Home or the lot or install any equipment therein which, in the Landlord's sole opinion, will necessitate any modification of the utility facilities contained therein, or will overburden such facilities. Any such alteration or addition

permitted by Landlord shall be commercially manufactured and installed, in accordance with plans and specifications approved by the Landlord, and (except where removable without damage to the lot) shall be and become Landlord's property and shall remain upon and be surrendered with the lot at the termination of this lease. Window air conditioners shall not be supported by legs or other devices running from the ground, but shall be braced against a side wall.

- VI. **Assignment, Subletting, Sale and Removal.** THE LANDLORD IS LEASING THE PREMISES TO AND ONLY TO THE TENANTS AND OCCUPANTS NAMED IN PARAGRAPH 3. Therefore, the Tenant shall not assign this lease or sublet any or all of the premises to any person during the Term, or remove the Manufactured Home from the premises other than at the end of the Term and in accordance with the provisions of this lease. Any such action taken by the Tenant shall be a breach of this lease. No waiver given by the Landlord to any requirement or prohibition of this section shall constitute the Landlord's consent to any subsequent such action taken by the Tenant or any other person. If the Tenant sells the Manufactured Home to any person during the Term, or while the Home is located within the Park, such purchaser shall have no right to retain the Manufactured Home in the Park without the Landlord's approval in a new lease. Any home to be sold in the Park shall be in full compliance with the Park lease prior to any approval of the lease with the new tenant. If purchaser intends to remove the Home, Tenant remains responsible to inform Landlord of the date of the removal and the mover. No such sale shall terminate any of the Tenant's obligations to pay rent or otherwise hereunder. *All tenants shall notify the Landlord in writing of their moving date prior to the first day of the month preceding the calendar month in which the Tenant desires to move.*

If the Manufactured Home is severely damaged or destroyed by fire or other catastrophe during the Term, the Tenant shall remove it from the Park at Tenant's expense within fifteen (15) days after the catastrophe or another timeframe agreed to by the Landlord in writing. It is strongly encouraged for the tenant to carry insurance which covers the cost of removal in these cases, as the tenant is responsible for the cost of such removal.

Any person residing on the Premises, or visiting them on a frequent and regular basis, for a period exceeding thirty (30) days without explanation acceptable to Landlord shall be deemed a subtenant whose presence beyond thirty (30) days shall breach the Tenant's lease as provided in paragraph 6 of this lease, unless the Landlord otherwise agrees in writing to the additional occupant.

- VII. **Utilities.** The premises are equipped with facilities for the furnishing of well water, sanitary septic, and electricity (which is separately metered). No occupant may tamper with any such meter or connection or (except under the supervision of an attendant) connect any Manufactured Home thereto. Tenant shall be responsible for contracting with licensed electrical contractors to connect their Manufactured Home to the Park electric facilities; no other persons are approved for this work. Tenant shall contact Dominion Energy to have power turned on in their name. Dominion Energy may need the previous Tenant's name which is N/A, and the Park's street address, which is _____ Evington, Va. 24550. The Tenant shall be responsible for any cost associated with connecting or disconnecting the Manufactured Home to any of the aforesaid facilities. Connection and disconnection of utilities shall be done only by personnel approved by the Landlord. The Landlord shall not be liable to the Tenant for any interruption or failure of any such service as the result of accident, breakage, strike, repair, improvements, inability to obtain proper fuel or any other cause. Upon the installation of a telephone in the Manufactured Home, the Tenant shall promptly notify the Landlord of the Tenant's telephone number and of any subsequent change therein (these telephone numbers are not made available to the public). No Manufactured Home may be placed in the Park without a building permit and approved inspections by the appropriate county or city governmental authorities or other permitting authority for water, sewer, and electrical connections.
- VIII. **Vehicles.** No truck or other vehicles of any kind of over three-quarter ton capacity, or lacking current registration and inspection stickers, may be parked or kept on the premises or elsewhere

in the Park at any time without the Landlord's express written consent. Automobiles and motorcycles having current registration tags may be parked only on a street or parking pad on the premises. No vehicle may be parked on any patio, grass area, or sidewalk within a lot or anywhere else within the Park, or in such fashion as to block a dumpster. Trucks, recreational vehicles, boats, trailers or other vehicles may be parked only in areas designated therefor by the Landlord. No washing, repairing, oil changing, or overhauling shall be performed on any motor vehicle anywhere in the Park without the Landlord's consent. The Landlord shall be entitled to remove from the Park, at the Tenant's expense, any vehicle parked or maintained by the Tenant, any other Approved Occupants or any other person in violation of the foregoing provisions.

IX. Breach of Lease.

- a. **Right of Entry.** The Landlord and its agent shall be entitled at all reasonable hours to enter upon the premises to inspect or repair the premises, or to ascertain whether the Tenant is using the premises in accordance with the provisions of this lease. If the premises are damaged by the misuse or neglect of the Tenant, any other Approved Occupant or any of their respective guests or invitees, the Landlord shall be entitled to repair such damage and to charge the Tenant for the cost of such repair, or of the replacement of any of the Premises or the rest of the Park which is destroyed or irreparably injured by such misuse or neglect.
- b. **Remedies.** If the Tenant fails to pay the rent or any charge when it becomes due hereunder, or violates any of the provisions of this lease or the Rules and Regulations (as from time to time in effect) thereby materially affecting the health, safety and welfare of Tenant or other residents in the Park, or if the Tenant violates two or more provisions of this lease or the Rules and Regulations (as from time to time in effect) within a six-month period, such failure and/or violation shall constitute a breach of this lease, and shall entitle the Landlord to exercise any and all rights which it holds hereunder or under applicable law on account thereof (including the right to distrain, to terminate this lease, to re-enter and take possession of the premises and eject the Tenant therefrom as provided by law, and/or to bring suit against the Tenant to enforce Tenant's compliance with this lease or collect any sum due the Landlord hereunder or under applicable law), after giving such prior notice thereof to the Tenant as is required by applicable law.

If the Landlord brings suit against the Tenant for any such reason, and the court determines that such breach has occurred, the Tenant shall pay to the Landlord (in addition to any judgment awarded to the Landlord) all expenses incurred by the Landlord arising from such breach, including (where the Tenant's payment thereof is not prohibited by applicable law) reasonable attorney's fees and costs. In addition, the Landlord may forthwith eject the Tenant and take possession of the premises as provided by law.

- X. **Subordination.** This lease and the Tenant's rights hereunder are and shall always be subordinate to the operation and effect of any mortgage, deed of trust, or other security instrument now or hereafter covering any or all of the Park, and to any renewal, modification, consolidation, replacement or extension thereof, unless the holder thereof elects to have Tenant's interest hereunder be superior to such holder's interest. Such subordination shall be automatic, without the necessity of any further instrument of subordination, however, the Tenant shall promptly execute and deliver any instrument confirming such subordination which the Landlord may request.
- XI. **Notices.** Any notice to be given by the Tenant to the Landlord shall be delivered by hand to the Park Manager, _____, or mailed to the Landlord at _____, and must be received by the Landlord or Manager within the notification time specified in this lease. Any notice to be given by the Landlord to the Tenant shall

be delivered by hand or mailed by registered, certified mail, or regular mail, to the Premises or to the Tenant's last known address.

Written notices required or permitted by this Lease Agreement may also be sent by e-mail to the Landlord or Tenant at the e-mail addresses set forth below. If e-mail delivery is used, the sender shall retain sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service prepared by the sender confirming electronic delivery. Electronic signatures as defined by Virginia Code § 59.1-480 and electronic notarizations as defined in Virginia Code § 47.1-2 may be used in any electronic notice required or permitted by this Lease Agreement.

Landlord's e-mail:

Tenant's e-mail: _____

Tenant designates the following individual as his/her emergency contact:

Name: _____

Address: _____

Phone Number: _____

Email: _____

XII. **General.**

- a. If more than one (1) person executes this lease as the Tenant, all such persons shall be jointly and severally liable for the performance of the Tenant's obligations hereunder.
- b. This lease shall be binding upon the parties hereto and to their heirs, personal representatives, successors and, where permitted, assigns hereunder.
- c. If any provision of this lease or its application to any person or in any set of circumstances is to any extent invalid or unenforceable or contrary to applicable law or public policy, the remainder of this lease or the application of such provision to other persons or circumstances shall not be affected thereby. Each such provision shall be valid and enforceable to the fullest extent of the law.

XIII. **Landlord's Personnel.**

- a. The person(s) authorized to manage the premises and the rest of the Park are _____, whose address is _____, phone numbers are _____, and email addresses are _____.
- b. Gloria Millner is the owner of the premises and the rest of the Park, and is hereby designated as the person who shall receive service of process, and receive and receipt for notices and demands relating to the premises, the rest of the Park or the Landlord's interest therein, all at the following address _____.

XIV. **Disclosure by Landlord.** Landlord hereby represents to Tenant that as of the date of execution of this Lease:

- a. ***No Pending Foreclosures.*** Landlord HAS NOT received any notice of any mortgage default, notice of any mortgage acceleration, or notice of any foreclosure sale relative to the loan on the Premises.

b. **Sale of Property.** In the event of the sale of the Premises, the Landlord shall notify the Tenant of such sale and disclose to the Tenant the name and address of the purchaser and a telephone number at which such purchaser can be located.

c. **Noise and Accident Potential Zones for Localities with Military Air Installation.** The Premises ARE NOT located in a locality in which a military air installation is located.

XV. **Statement of Tenant Rights and Responsibilities; Copy of Lease.** Tenant acknowledges receipt of the attached Tenant Acknowledgement of Receipt of Statement of Tenant Rights and Responsibilities together with Tenant Rights and Responsibilities. Tenant also acknowledges receipt of this Lease.

XVI. **Manufactured Home Lot Rental Act.** A copy of the Virginia Manufactured Home Lot Rental Act and required Virginia Code sections are posted in the Park at the following location:
The pump house near 52 Tinsel Lane.

IN WITNESS WHEREOF, the Landlord and the Tenant have each executed this Lease this ____ day of _____, 20____.

_____(SEAL)
Signature, Landlord or Park Manager

Date

_____(SEAL)
Signature, Tenant

Date