

MONTH TO MONTH MOBILE HOME LOT LEASE AGREEMENT

THIS MONTH TO MONTH MOBILE HOME LOT LEASE AGREEMENT (hereinafter referred to as "Agreement") is made effective as of the **1st day of July, 2020**, ("Effective Date") by and between LANDLORD dba **Lea Lane Park** (hereinafter referred to as "Park" or "Landlord") and _____ (hereinafter collectively referred to as "Tenant"). Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

IN CONSIDERATION of Tenant's payment of Rent and agreement to and compliance with the terms and conditions of this Agreement, Landlord hereby leases to Tenant and Tenant leases from Landlord for residential purposes only, and excluding the mobile home currently on such lot, **Lot #___**, located at Lea Lane, in Westcliffe, in the County of Custer, and in the State of Colorado (hereinafter referred to as "Lot"). Rental of the lot also includes: **water, sewer and trash.**

Term and Termination of Agreement: The term of this Agreement, subject to earlier termination, will continue on a month to month basis. Landlord may terminate the tenancy or modify the terms of this agreement by giving the Tenant **fifteen (15) days** written notice. Tenant may terminate the tenancy by giving Landlord **fifteen (15) days** written notice.

Payment of Rent: Tenant will pay to Landlord a monthly rent of **\$258.00 (Two Hundred, fifty-eight dollars)**, payable in advance on the first day of each month, except when that day falls on a legal holiday, in which case rent is due on the next business day. Rent will be paid to Lea Lane Park at First State Bank of Colorado, Westcliffe.

Delivery of Payment: Rent will be paid by mail or in person by deposit at First State Bank of Colorado, 102 South Adams Blvd., P.O. Box 420, Westcliffe, CO 81252.

Landlord will accept payment in the forms: Personal Check or Cashiers Check or Money Order payable to Lea Lane Park, or cash deposited to the account of Lea Lane Park at First State Bank of Colorado. Any bank deposit should include the Lot number on the deposit slip.

Late Charges: If Tenant fails to pay the rent in full before the end of the 5th day after it is due, Tenant will pay Landlord a late charge of \$20.00. The Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

Returned Check and Other Bank Charges: If any check by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment", or any other reason, Tenant will pay Landlord a returned check charge of \$30.00.

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Abandonment of Lot: If Tenant leaves said Lot unoccupied for thirty (30) days while rent is due and unpaid, and after fifteen (15) days written notice of termination, Landlord is granted the right hereunder to take immediate possession thereof and to exclude Tenant therefrom, removing all Tenant's property contained therein, and placing it into storage at Tenant's expense.

Occupancy: Occupancy is limited solely to the individual(s) listed below:

Print Name(s) of permanent occupants:

All adult occupants dwelling in the mobile home must sign this Agreement. If any person other than those listed in this Agreement reside in the mobile home (other than permitted visitors and guests), Landlord shall have the right - subject to compliance with applicable law - to declare the Tenant in default of this Agreement, or have the right to charge an additional \$50.00 per week for each additional person. Any new occupant desiring to move into the mobile home must be approved by Landlord and must sign an Agreement prior to moving into the home.

Assignment and Subletting: Tenant will not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord.

Utilities: Tenant will pay all utility charges, except for the following, which will be paid by Landlord: **water, sewer and trash.**

Final Utility Bill: Tenant shall call and otherwise make all necessary arrangements, and be available as necessary to provide access to meter readers for the final reading on electric, gas, sewer, water, trash, telephone, television and/or internet services. If Tenant fails to do this then Tenant shall pay a twenty-five dollar (\$25.00) service fee for each utility with which the Landlord is then required to make such arrangements.

Tenant Insurance: Tenant agrees that all goods and personal property of Tenant, Tenant's family, licensees, invitees, and/or guests on the Lot or in any injury or loss of Tenant, Tenant's family, licensees, invitees, and/or guests on the Lot or in any other portion of Landlord's property or any place appurtenant thereto shall be at the sole risk of Tenant. Tenant is required to secure appropriate insurance to cover Tenant's liability for any personal injury or loss, loss of personal property, including the mobile home and contents thereof. Evidence of insurance is required on or before the Effective Date of this Agreement.

Loss and Liability: Landlord shall not be liable for any loss of Tenant's property by fire, theft, breakage, burglary, or otherwise, nor for any accidental damage to persons or property in or about the Lot including, but not limited to results from electrical failure,

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water, flood, rain, windstorm, snowstorm, etc., which may cause flow into or from any part of said Lot or improvements including pipes, gas lines, sprinklers, or electrical connections, whether caused by the negligence of Landlord, Landlord's employees, contractors, agents, or by any other cause whatsoever. Tenant shall make no claim for any such damages or loss against Landlord.

Tenant's Maintenance Responsibilities: Tenant will: (1) keep the lot clean, sanitary and in good condition and, upon termination of the tenancy, return lot to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and around the Lot of which Tenant becomes aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the lot damaged by Tenant or Tenant's guest or business invitees through misuse or neglect.

Right of Access: Landlord has the right of emergency access to Lot at any time and access during reasonable hours to inspect, perform maintenance or reconstruction or to show Lot to a prospective tenant or buyer. Landlord agrees to, except in the case of emergency or if it is impracticable to do so, give the Tenant reasonable notice of Landlord's intent to enter Lot and enter only at reasonable times. Twenty-four hours is presumed to be a reasonable notice in the absence of evidence to the contrary. From time to time an agent who will carry identification may represent the Landlord. Provided however Landlord may enter the Lot during reasonable hours without prior notice to Tenant anytime Rent is late or to serve legal notices. Landlord shall not enter the mobile home without the specific consent of Tenant, except in cases of emergency and only then after Landlord has, despite all reasonable efforts to do so, been unable to first contact Tenant to obtain Tenant's consent.

Tenant Default: Tenant shall be in default of this Agreement if Tenant fails to fulfill any material Agreement obligation, term or condition by which Tenant is bound and any default, at the option of Landlord, shall constitute a breach of this Agreement, and in any such event, Landlord may, after written notice and in accordance with applicable law, re-take possession of the Lot and declare a forfeiture of all of Tenant's rights hereunder. Failure of Landlord to exercise such option in any particular occurrence of default shall not be construed as a waiver of Landlord's rights in any other occurrence of default. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within five (5) days (or any other obligation within ten (10) days) after written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action shall be added to Tenant's financial obligations under this Agreement. All sums of money or charges required to be paid by Tenant under this Agreement shall be additional Rent, whether or not such sums or charges are designated as additional Rent.

Bankruptcy: Appointment of a receiver to take possession of Tenant's assets, or Tenant's general assignment for the benefit of creditors, or Tenant's bankruptcy shall constitute a material breach of this Agreement.

Tenant's Sale of a Mobile Home Located in the Park: Prior to selling a mobile home currently located in the Park, Tenant shall notify Landlord by certified or registered mail of the name and address of the prospective purchaser. Landlord shall notify Tenant in writing within fifteen (15) days from the date of receipt of Tenant's notice whether the prospective purchaser qualifies to become a resident of the Park.

Nondiscrimination: Landlord or its Agent shall not discriminate against any tenant or prospective tenant, on the basis of race, sex, sexual orientation, age, marital status, religion, color, national origin, disability or because such person intends to occupy the mobile home with minor children, or is a recipient of public assistance.

Notice: Notices under this Agreement shall be deemed invalid unless personally served or sent by certified mail, return receipt requested, postage prepaid, addressed to the party at the appropriate address set forth below.

Landlord: Lea Lane Park, P. O. Box 1281, Westcliffe, CO 81252

Tenant:

Such addresses may be changed from time to time by either party by providing written notice as set forth herein. Notices mailed in accordance with these terms shall be deemed received on the third day after posting. If there is more than one (1) tenant hereunder, service of a notice on one Tenant shall be deemed to be service on all Tenants.

Lead Based Products and Asbestos Products: Properties developed before and during the late sixties and early seventies may have had lead based products and asbestos products used in them. These products were considered to be safe at the time they were used, just as the building products used today are considered safe. Only the test of time will show which products are or are not safe to use. The Tenant signs this Agreement realizing that these conditions may be present on this Lot. Tenant further acknowledges receiving the EPA Booklet "Protect Your Family From Lead In Your Home."

Tenant signature: _____ Date: _____.

Alterations and Improvements: Tenant shall make no alterations, repairs, changes, or improvements of any type or character to the Lot, and no ramps, play yards, porches, animal enclosures, additions, or storage buildings or satellite installations are permitted without Landlord's prior written consent, except for such alterations as are necessary for the proper care and maintenance of the Lot in an emergency. No trees are to be cut or removed from the Lot without Landlord's prior written consent. All alterations, repairs,

changes or improvements installed by Tenant with Landlord's consent shall remain Tenant's property (whether affixed to the earth or not) and may be removed by Tenant at the expiration of this Lease, provided, however, that Tenant repairs any damage caused by such removal. Any other improvements to Lot made by Tenant shall not be removed without written permission from the Landlord. This includes landscaping, scrubs, flowers, walkways, fences, out buildings such as storage sheds and play-houses.

Habitability of Lot: Tenant has inspected the Lot (or has had the Lot inspected on behalf of Tenant), and Tenant accepts said Lot as being in reasonable and acceptable condition of habitability for the intended use, to the best of Tenant's knowledge. Tenant agrees not to permit any damage to the Lot during the period of this Agreement to include lawns, landscaping, fences, plumbing, electrical, natural gas and other like systems, normal wear and tear and damage by the elements excepted. If conditions change so that, in Tenant's opinion, the habitability of the Lot is adversely affected, Tenant shall promptly provide reasonable notice in writing to Landlord.

Destruction or Condemnation of Premises: If the Lot is partially destroyed by fire or other casualty to an extent that prevents the conducting of Tenant's use of the Lot in a normal manner, and if the damage is reasonably repairable within thirty (30) days after the occurrence of the destruction, and if the cost of repair is less than one thousand dollars (\$1000.00), Landlord shall repair the Lot and the Rent shall abate during the period of the repair according to the extent to which the Lot has been rendered uninhabitable. However, if the damage is not repairable within thirty (30) days, or if the cost of repair is one thousand dollars (\$1000.00) or more, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Agreement shall terminate upon thirty (30) days' written notice of such event or condition by either party and any unearned Rent paid in advance by Tenant shall be apportioned and refunded to Tenant. Tenant shall give Landlord prompt notice of any damage to the Lot.

Park Rules and Regulations: The Park Rules and Regulations are attached hereto as Appendix A, and such Rules and Regulations and any future amendments thereto or replacements thereof are expressly made a part of this Agreement. Tenant acknowledges receipt of a copy of the Park Rules and Regulations, and agrees to abide by such Park Rules and Regulations as additional terms and conditions of this Agreement. If Tenant violates any of the Park Rules and Regulations, then Landlord may, at its option, seek to terminate this Agreement and the tenancy in accordance with applicable law.

Vehicle Parking. A motor vehicle is defined only as an automobile, a pickup truck (less than one ton) or a motorcycle. Tenant shall be entitled to use the driveway and/or carport located on the Lot for parking up to two (2) motor vehicles. Extra parking for guests or one additional Tenant vehicle may only be in the visitor parking area. Tenant shall not park or store a motor home, recreational vehicle, watercraft, or trailer of any type on the Lot.

Pets. No pet may be allowed to live on any lot without the express written permission of the Landlord. If a Pet Agreement is attached hereto as Appendix B, such Agreement and any future amendments thereto or replacements thereof are expressly made a part of this Agreement. If Tenant violates any of the Pet Agreement, then Landlord may, at its option, seek to terminate this Agreement and the tenancy in accordance with applicable law.

Tenant's Covenants: Tenant covenants with Landlord as follows, and agrees that a violation of any of these terms and conditions may be grounds for Landlord to seek to terminate this Lease in accordance with applicable law:

Code Compliance. Tenant shall not take any action which might place Landlord in violation of applicable building, housing, zoning, and health codes and regulations.

Mobile Home Maintenance. Tenant shall keep the Lot and the exterior of the mobile home clean, sanitary, free from rats, and other vermin, and will not allow junk, debris or trash to accumulate on the Lot. Tenant agrees to pay Landlord's expense of cleaning up the Lot if, after Landlord has complied with the notice and opportunity to cure requirements of applicable law, Landlord is required to have the cleanup work done due to Tenant's failure to do so.

Appliance Operation. Tenant shall operate all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other appliances in a reasonable, safe manner.

Legal Requirements. Tenant shall observe all applicable laws and city ordinances of the City of Westcliffe and the laws, ordinances, rules and orders of appropriate governmental authorities affecting the use, occupancy and preservation of the Lot hereby leased.

Illegal Activity. Tenant shall not use or occupy, or allow others to use or occupy the Lot for any illegal activity or purpose, including the possession and/or sale of illegal drugs or weapons. Tenant shall not engage or allow others on the Lot to engage in illegal activities anywhere within the Park.

Landlord's Property. Tenant shall take reasonable and prudent steps to see that property belonging to Landlord is safeguarded against damage, destruction, loss, removal, or theft.

Annoyances. Tenant shall not engage or allow others on the premises to engage in any behavior which creates unreasonable noise or which is likely to annoy, disturb or create a nuisance for other residents of the Park or occupants of neighboring properties. Tenant and other occupants and guests of the premises shall respect the privacy and lot lines of other tenants' lots.

Compliance. Tenant shall comply with all provisions of this Agreement, particularly with respect to paying the Rent on time and caring for the property. Tenant warrants that Tenant will meet the above conditions in every material respect, and acknowledges that failure to perform the obligations herein stipulated may at Landlord's sole discretion be considered grounds for termination of this Agreement.

Damages to Park. Tenant shall be responsible for any damages to concrete work, utilities and other improvements on the Lot and in the Park during the term of this Lease, and during Tenant's move-in and move-out that are due to Tenant's conduct, or the conduct of Tenant's family, guests, licensees or invitees. Any damage must be paid in full by Tenant within thirty (30) days of the occurrence of such damage.

Landlord Covenants: Landlord covenants with Tenant as follows, and agrees that a violation of any of these terms and conditions may be grounds for Tenant to seek to terminate this Lease:

Electric Service. Landlord will provide the Lot with adequate and safe electrical service. Landlord is responsible for maintenance of the electrical service to the point at which it connects to the meter for the mobile home.

Water Supply. Landlord will provide the Lot with potable water at an adequate pressure to meet Tenant's standard everyday needs. Landlord is responsible for the maintenance of water lines to the point at which the water line surfaces from under the ground by the mobile home.

Wastewater Disposal. Landlord will provide the Lot with adequate wastewater disposal that is properly connected to a public sewage system. Landlord is responsible for ensuring that the sewage disposal system is serviced adequately to prevent surfacing or backup. Landlord will maintain the sewage disposal system to the point where it surfaces from the ground to provide service to the mobile home.

Common Area Maintenance. Landlord shall ensure that the common areas, to the extent that any such exist, are maintained in a manner which ensures that all residents of the Park can utilize them for the purposes for which they are intended.

Legal Requirements. Landlord shall comply with all applicable laws, including – without limitation – the Colorado Mobile Home Park Act, C.R.S. §38-12-200.1, et. seq., the ordinances of the Town of Westcliffe and the laws, ordinances, rules and orders of appropriate governmental authorities affecting the use, occupancy and preservation of the Lot hereby leased.

Miscellaneous Terms and Conditions:

Entire Agreement. This document and any attachments constitutes the final and entire agreement between the parties hereto, and no promises or representations other than those contained herein and those implied by law, have been made by Landlord or Tenant. Neither Landlord nor Tenant shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained unless made in writing and signed by both Landlord and Tenant.

Amendments. This Agreement may not be modified or amended except in writing and executed by both of the parties.

Interpretation. The division of this Agreement into articles or sections and the insertion of paragraph headings is for convenience of reference only and shall not affect the instruction or interpretation of this Lease.

Obligations Joint and Several. In the event that more than one person executes this Agreement as a Tenant, then the obligations of Tenant hereunder shall be deemed to be the joint and several obligation of each such person, and each Tenant shall be held jointly and separately liable for performing all of Tenant's obligations.

Severability of Agreement. In the event any term or condition of this Agreement is held to be invalid or unenforceable for any reason, the remainder of the Agreement shall not be affected thereby and each term and condition herein shall be valid and enforceable to the fullest extent permitted by law. If a court finds that any term or condition of this Agreement is invalid or unenforceable, but that by limiting such term or condition it would become valid and enforceable, then such term or condition shall be deemed to be written, construed, and enforced as so limited.

No Waiver. Any waiver of a default hereunder shall not be deemed a waiver of this Agreement or any subsequent default. Acquiescence in a default shall not operate as a waiver of such default, even though such acquiescence continues for an extended period of time.

Remedies Cumulative. The remedies and rights contained in and conveyed by this Agreement are cumulative in nature and are not exclusive of other rights, remedies and benefits allowed by laws that might exist or come into being. Any exercise or failure to exercise by Landlord of any terms or conditions of this Agreement shall not be construed as a waiver or limitation of Landlord's right to subsequently enforce and compel strict compliance with every term and condition of this Agreement.

Time of Essence. Time is of the essence in all matters with respect to this Agreement.

Storage Rights. No rights of storage are given by this Agreement.

Attorney's Fees and Costs. Tenant shall, without protest, reimburse Landlord for all actual and reasonable expenses incurred by way of Tenant's violation of any term or condition of this Agreement, including, but not limited to twenty-five dollars (\$25.00) for

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Tenant's Initials _____ Landlord's Initials _____

each Notice to Pay, Notice to Quit or other notice mailed or delivered by Landlord to Tenant due to Tenant's non-payment of Rent, fees or other charges when due. Tenant agrees to pay Landlord's reasonable attorney's fees and costs incurred by Landlord in connection with collecting any unpaid Rent or enforcing performance of any of the terms and conditions of this Agreement. Landlord agrees to pay Tenant's reasonable attorney's fees and costs incurred by Tenant in connection with enforcing performance of any of the terms and conditions of this Agreement. In the event of any litigation to enforce this Lease, the prevailing party in such litigation shall be entitled to recover its costs and reasonable attorneys' fees from the other party.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

Agreement Disputes. Tenant and Landlord waive trial by jury and further agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Fremont County within the State of Colorado.

Interpretation. The parties agree that the terms "Landlord" and "Tenant", whenever used in this Agreement, it shall be understood to be plural when this document is signed by more than one party and each Tenant by his or her signature assumes full responsibility for all of the terms of this Agreement.

Telephone. Tenant agrees to maintain a telephone, and to furnish the Landlord the telephone number and/or any changes thereof within three (3) days of its activation.

Removal of Landlord's Property. Tenant shall not remove any of Landlord's property from the Lot without express written permission from the Landlord. In the event of any such removal, Landlord may - after complying with applicable law - take immediate possession, exclude Tenant from the Lot and store all of Tenant's possessions at Tenant's expense pending reimbursement in full for Landlord's loss and damages.

Absences. Except in cases of emergency, Tenant shall notify Landlord in writing of any anticipated extended absence (ten (10) days or more) from the Lot not later than the first day of the extended absence. Tenant shall provide Landlord with contact information in writing when notifying Landlord of an extended absence.

English Comprehension. The signature of each Party affixed to this Agreement affirms that each party does speak, read and understand English.

Agreement Comprehension. The signature of each Party affixed to this Agreement affirms that each party has read this Agreement, fully understands it, and realizes that it is a legal and binding Contract and is in full agreement with it and has received a signed copy of it.

Landlord: Lea Lane Park, P. O. Box 128

Lease Agreement

Tenant's Initials _____ Landlord's Initials _____

By: _____
Signature Date

Print Landlord/Agent's Name

Tenant Signature Date

Print Tenant Name

Tenant Signature Date

Print Tenant Name
