

2013 Seasonal Mobile Home Park Lease Agreement - Lake Park Trailer Resort, Inc.

Please Sign & Return by October 29, 2012

NOTICE: Michigan law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

This agreement is entered into on October 29, 2012 between **Lake Park Trailer Resort, Inc.** hereinafter referred to as "Landlord" and referred to as "Tenant" with a primary residence at

1. **PREMISES.** Landlord rents to Tenant those premises commonly known and referred to as Lot Number 1, Lake Park Trailer Resort 2126 Lakeshore Drive, Fennville, MI, 49408 for use and occupancy as a seasonal residence for the aforesated individuals only. No other persons may occupy the premises without the consent of Landlord obtained upon arrival through registration.

2. **OCCUPANCY.** Only the following persons may occupy the Premises: and any other person not so listed shall be considered a "guest" subject to the provisions of Paragraph 3. In the event that additional names or changes need to be made, consult management and an addendum to the lease agreement will be drafted. Government issued photo id will be required for all occupancy related matters.

3. **GUESTS.** A guest is anyone not listed on your lease. This includes but not limited to, children and grandchildren. There is a seven (7) guest limit per day without prior written approval from management. Guest check in time is 3:00pm & check out is 12:00 pm. Overnight will be considered two days. Lake Park Trailer Resort will allow thirty (30) free guests per season (not valid on holiday weekends). Additional guests will be billed monthly at the following rates:

Adults - 16 and over	\$10.00 per day	Holidays & Special Event weekends	\$15.00 per day
Children up to 15	Free	Lunch or Dinner Guests- 2 Hours Max	Free

ALL GUESTS MUST REGISTER UPON ARRIVAL.

4. **TERM.** Said tenancy shall commence on November 1, 2012 and continue for a period of twelve months. This lease tenancy is from November 1, 2012 until October 31, 2013. Occupancy of the residence is from May 1, 2013 until October 31, 2013. The seasonal mobile home park will be closed from November 1, 2012 until May 1, 2013. Limited access will be available for service and repairs. The water system will be shut down in the off season.

5. **RENT.** Tenant shall pay to Landlord, without demand, total rent in the amount of **\$4920.00**. The first payment of **\$400.00** is due on **October 29, 2012**. The next payment of **\$2260.00** is due on **February 1, 2013**. The final payment of **\$2260.00** is due on **April 1, 2013**. Rent not paid in accordance with this paragraph shall be deemed in default.

6. **LATE CHARGES.** In the event the rent, guest charges or usage fee shall not be paid by its due date or in the event that a check tendered for the rent, guest charges or usage fee shall be for any reason dishonored, then, in either of those events, a late charge shall accrue in the amount of \$35.00 per month plus interest of 2% per month of the outstanding balance until outstanding balance is paid in full, which shall be due and payable forthwith in addition to any rent, guest fees or usage fee unpaid. Payments must actually be received by Landlord by the due date to be considered paid.

7. **USAGE FEE.** The Usage Fee is an incident of tenancy. A monthly usage fee will be imposed based on your metered electric consumption, \$.21 per kilowatt. Usage is calculated the first of each month & due on the 1st of the following month. This rate includes water, sewer, garbage disposal, electric and overall park yard maintenance. A statement will be mailed out and/or emailed. Payment should be made to Lake Park Trailer Resort, Attn: Kim Johnston, 2126 Lakeshore Drive, Fennville, MI 49408.

I the undersigned have fully read and understand the information set forth above.

Initial here _____

8. **UTILITIES AND SERVICES.** Tenant shall pay lot yard maintenance, natural gas or propane, trash/heavy item removal and cable/satellite. Under no circumstances will construction materials or mobile home elements be left at, or around the garage or dumpster.

9. **USE OF PREMISES.** The premises are rented to Tenant for residential purposes only. Neither Tenant nor any person on the premises with his permission shall disturb, annoy, inconvenience or endanger other Tenants in the park, or neighbors, whether such neighbors are Tenants of the Landlord or not. Tenant shall perform no alterations or redecorations of the premises without Landlord's prior written consent. This written consent must be made through management and be signed by Nick Busscher. Tenant shall comply with such Rules and Regulations, pertaining to use of common areas and other things, as may be distributed or posted by Landlord from time to time. Failure to comply with such rules will be deemed a breach of this agreement at the discretion of the Landlord. Such rules and regulations are provided with this agreement. It is expressly understood between the parties that the rules and regulations posted in the office of the seasonal mobile home park are a part of this lease agreement at the time of execution of this agreement. Landlord reserves the right to alter, add to, or amend such rules and regulations of Lake Park Trailer Resort, Inc. from time to time. Any alterations to such rules and regulations that are required to protect the physical health, safety, or peaceful enjoyment of tenants and guests shall be deemed effective 30 days after posting in the office of Lake Park Trailer Resort, Inc..

10. **PARKING, USE AND STORAGE.** The premises shall be used only for the parking of a mobile home, housing only tenants and/or registered guests. No storage shall be allowed under Tenant's mobile home, unless the premises are attractively enclosed by approved skirting. Tenant will in every respect comply with the ordinances of Ganges Township, Allegan County, Michigan, with the rules and orders of the Board of Health, and with the orders and requirements of the police, sheriff, and fire departments. Tenant will not use the premises in any other manner which may violate the insurance or increase the rate of insurance on the premises or the mobile home park as a whole. Extra cars and guest vehicles must be parked in the area north or west of the garage. Off street parking may not be used for storage or parking of unserviceable vehicles, working on vehicles, washing of vehicles or trailers of any kind. Any such use of off street parking shall be deemed a breach of this agreement. No off mobile home space storage will be assigned to Tenant. Tenant may occupy **ONE** off street parking space - this Parking is to be in the space allocated - one car per mobile home site in the designated location set forth by management being described as: . Vehicles not complying with the rules of the designated parking spaces will be towed at owner's expense.

11. **MAINTENANCE AND REPAIR.** During the life of this agreement, Tenant shall keep the premises in clean and sanitary condition; dispose of all rubbish, garbage and waste promptly and in a clean and sanitary manner, properly use and operate all electrical, gas or plumbing fixtures including winterizing and keep the same in clean condition; not permit any person in or about the premises with Tenant's permission to deface, damage or remove any part of the structure of the premise of the facilities, equipment or appurtenances thereto, this includes shrubs, trees, decks, fences, or other real property affixed to premises, nor personally do such things. Tenant shall be responsible for all expenses in connection with any repairs caused by Tenant's failure to comply with the foregoing conditions. Notwithstanding the foregoing, it is Landlord's obligation to maintain the premises in a habitable condition. However, Landlord is not responsible for defective conditions caused by Tenant's wrongful or negligent actions or inactions or those of any person upon the premises with Tenant's permission. If Tenant does not keep the premises clean and in sanitary condition, including but not limited to yard maintenance and site appearance, Tenant will be notified and charged \$40.00 per work hour for cleanup.

12. **CONDITION OF PREMISES.** Tenant has inspected the premises and acknowledges the same to be in good order and repair, unless noted to the contrary on Landlord's copy of this agreement. Upon surrender of possession of the premises by Tenant, Tenant shall return the said premises and all items supplied therewith clean and in good condition as they were received by Tenant, normal wear and tear expected. Tenant acknowledges that no representations have been made to him by Landlord with respect to Landlord's intentions with respect to any improvements, alterations, decorations, or repairs to the premises except as may otherwise be noted in this agreement.

I the undersigned have fully read and understand the information set forth above.

Initial here _____

13. **LANDLORD'S ENTRY.** Landlord may enter the premises for the purpose of inspecting the same, or for any other purpose permitted by law, upon notice, under the provisions of applicable state law. Upon proper notice, such entry may occur during normal business hours, or at any time in the case of emergency, with or without the presence of Tenant. Tenant shall not add or change any locks or security devices on the premises without Landlord's prior written consent, and must, in the event of such change, forthwith provide to Landlord a key or keys. All Tenants must supply Landlord key to mobile home on premises for emergency access.

14. **ASSIGNMENT AND SUBLETTING.** Tenant may not assign or sublet the whole or any part of the premises rented to him hereunder.

15. **NOTICES.** Service by Landlord of any notice required or permitted by law upon any Tenant signatory to this agreement shall be deemed service upon all such Tenant signatories.

16. **ABANDONMENT.** The premises shall be deemed abandoned by Tenant if, after a failure by Tenant to pay an installment of rent pursuant to the "RENT" paragraph hereof, or any portion thereof, for rental, and after the date of service of a written notice on Tenant pursuant to applicable state law, demanding that Tenant either pay the amount of rent then due or quit the premises, Tenant has neither contacted Landlord in person nor cured said rent default.

17. **PERSONAL PROPERTY LEFT ON PREMISES.** After Tenant vacates the premises, Landlord may hold personal property for a period of 30 days. If Tenant fails to pick up said property within that time, during which time Landlord shall surrender the same to Tenant cost free, such property, regardless of its value, shall become the property of the Landlord and may be retained by him or disposed of as Landlord sees fit. Property affixed to the earth or planted there shall remain on premises permanently.

18. **ATTORNEY FEES.** It is expressly agreed by the parties that, after the service of notice, or the commencement of a suit, or after final judgment for possession of the premises, Landlord may receive and collect any attorney fees, and rent due, and the payment of such rent shall not waive or affect such notice, suit, or judgment.

19. **WAIVER.** Landlord's failure to require strict compliance with the condition of this agreement, or to exercise any right provided herein, shall not be deemed a waiver by Landlord of such condition or right. Landlord's acceptance of rent with knowledge of any default under this agreement by Tenant shall not be deemed a waiver of such default, nor shall it limit Landlord's rights with respect to that or any subsequent default.

20. **DEFAULT.** If any default is made in payment of rent or any part thereof, at the time heretofore specified, or if any default is made in the performance or in compliance with any other terms or condition of this Lease, the Landlord shall have the option to consider this Lease breached and proceed with eviction pursuant to Michigan Statutes. Notwithstanding the foregoing, Tenants' noncompliance with any covenant of this lease is a default. If Tenants default, Landlord may have all remedies legally permitted, including termination of this tenancy and declaring all remaining rental installments immediately due and owing. Landlord may terminate this tenancy on 24 hours' written notice if Tenants (or any one of them), a member of Tenants' household, or other person under Tenants' control unlawfully manufactures, delivers, possesses with intent to deliver, or possesses a controlled substance on the Premises. Tenants shall reimburse Landlord for all attorney fees, costs, and expenses legally recoverable and for all damages caused by their default, including costs of re-renting the Premises, such as showing, advertising, and preparing them; all lost rent for the remainder of the term and succeeding terms for which Landlord and Tenants have a lease and for which Landlord does not collect through mitigation; and the maximum amount of interest allowed by Michigan law on Tenants' debt, from the date Tenants vacate. Tenants may not be liable for the total accelerated amount because of Landlord's obligation to minimize its damages, and either party may have a court determine the actual amount owed. If other Premises owned or managed by Landlord are available for lease, it shall not be unreasonable for Landlord to lease them before Tenants' Premises. From the date of execution, time is of the essence of this lease. If Landlord terminates this tenancy or obtains a judgment against Tenants for possession that is not redeemed, all renewals, lease extensions, or leases for a future term that Landlord and Tenants have executed, or to which they have agreed, are canceled.

I the undersigned have fully read and understand the information set forth above.

Initial here _____

21. **WILLFUL HOLDING OVER.** If Tenant willfully and maliciously remains in possession of the premises after expiration or termination of the tenancy, Landlord may recover up to six hundred dollars statutory damages in addition to any other remedy permitted by law for such withholding of possession.

22. **SERVICE OF NOTICES.** Notices, demand, and service of process may be served on Landlord by service on the following individual at the following address during normal business hours: Lake Park Trailer Resort, Inc., Attn: Nicholas Busscher, Lake Park Trailer Resort, 2126 Lake Shore Drive, Fennville, Michigan 49408.

23. **PARTIES.** For the purposes of this agreement, the term "Landlord" includes the owner and any other person acting upon his behalf with his authorization. The term "Tenant" includes all persons designated as such in this agreement. The use of the term "Landlord" or "Tenant" herein shall refer to all such, regardless of number or gender.

24. **SEVERABILITY.** If any provision, or part thereof, shall be declared invalid, said invalidity shall not affect the balance of such provision, or any other provision hereof.

25. **WHOLE AGREEMENT.** This document, including all attachments hereto, constitutes the entire agreement between the parties and supersedes any oral or written representations or agreements that may have been made by either party. Tenant represents that he has relied solely on his own judgment, experience, and expertise in entering into this agreement with Landlord.

26. **APPLICATION TO RENT.** Tenant has submitted an application to rent as an inducement to Landlord to enter into this agreement. Landlord and Tenant agree that Landlord has relied upon the statements made in such application in making the decision to enter into this agreement. The application to rent is attached hereto and made a part hereof. Any material misrepresentation contained in said application shall constitute a non-curable breach of a material term of this agreement and may, in the Landlord's discretion, be a ground termination of this agreement.

27. **LEASE AGREEMENT REPLY.** Tenant must return signed lease agreement to Landlord by October 29, 2012. Failure to reply by October 29, 2012 will dishonor said tenancy for November 1, 2012 to October 31, 2013. Tenant must then vacate the premises by October 31, 2012.

28. RULES & REGULATIONS OF LAKE PARK TRAILER RESORT.

28-1. All Tenants MUST bring their guests to the OFFICE for registration immediately upon arrival. Each mobile home site will be given registration cards which must be completed and handed in at check-in. No other form of registration card will be accepted. Unregistered guests are trespassing and will immediately be asked to leave.

28-2. There will be no guests at a mobile home space unless the Tenant is present.

28-3. Everyone will abide by the 6 MPH speed limit in the park, including bicyclists. NO mini-bikes or go-carts will be driven around the park. No powered watercraft will be launched from or driven near the beach. CAUTION – watch for small children!

28-4. Leaves, branches and grass clippings are to be placed in the designated yard waste receptacle located near the garage, NOT in the garbage dumpster or over the bank. Please remove leaves and grass from garbage bags. No landscaping, decks, fences, or tree trimming shall be done without management's written approval.

28-5. Garbage is to be placed in bags in the Dumpster – NOT around it. The Dumpster is not for disposal of furniture, appliances or remodeling projects. Please consult management for alternative dumping procedure.

28-6. Fires are allowed only in locations provided above the beach. Noise level should be kept to a minimum. Management must grant permission to have a campfire on the beach after dark. Be aware of wind and smoke directions.

28-7. Children, ages 17 and under, are to be off the beach after dark unless accompanied by an adult.

28-8. All tenant pets and guest pets must be leashed at all times.

I the undersigned have fully read and understand the information set forth above.

Initial here _____

- 28-9. Parking is to be in a space allocated – One car per mobile home site. No on premise vehicle washing allowed. Extra cars and guest vehicles must be parked in the area north or west of the garage.
- 28-10. The garage and area around it is private property. Anyone needing something is asked to contact management before entering that area. Sheds adjacent to mobile home units are the property of the leasing site Tenants and unauthorized use is prohibited.
- 28-11. Each mobile home must contain one fire extinguisher, smoke detectors and a copy of the park rules.
- 28-12. All new Tenants for mobile home rental space leases must supply a mobile home with vinyl siding, shingled roof and skirting.
- 28-13. If there are any questions regarding the interpretation of the park rules, please contact Nick Busscher. 616-405-3011 or Nick.Busscher@ExpMkt.com or Management@LakeParkTrailerResort.com.

Please remember all park Tenants when observing the rules. Your enjoyment at Lake Park Trailer Resort is why the resort was created in the first place, but please do not enjoy at the expense of others. Several of the rules are just based on common sense, common courtesy and accident prevention, others are Michigan Mobile Home laws of 1987, all of which are necessary to provide a safe, healthy and congenial atmosphere for the benefit of all the park Tenants and guests.

29. LAKE PARK TRAILER RESORT POOL RULES & REGULATIONS

- 29-1. The pool is available for use by Tenants and registered guests between 10:00 a.m. and 8:30 p.m.
- 29-2. Children under the age of 15 are permitted to use the pool only if accompanied by an able bodied adult.
- 29-3. Tenant and his registered guests shall conduct themselves with due regard for the enjoyment of other users and refrain from annoying or potentially dangerous behavior.
- 29-4. Consumption of alcoholic beverages in or around the pool area is prohibited. Non-alcoholic drinks are permissible but must be in non-breakable containers. No glass of any kind (except eyeglasses) shall be brought in or around the pool.
- 29-5. Radios, disc and tape players, and musical instruments may be used in the pool area, but only in such a way as not to annoy or disturb other users or persons residing near the pool.
- 29-6. Tenant and his registered guests will promptly and fully comply with any oral directions in this regard given by management or its designee.
- 29-7. Emergency equipment will be used only if there is an emergency, or a good faith belief that there is an emergency. **NO LIFE GUARD IS ON DUTY AND TENANT AND HIS REGISTERED GUESTS USE THE POOL AT THEIR OWN RISK.**
- 29-8. Tenant and his guest may only use the pool while appropriately garbed for swimming.
- 29-9. Landlord reserves the right to remove pool from service for the purpose of maintenance or repair without notice to Tenant, or to close the pool entirely for safety reasons, or when Landlord determines that the best interest of the complex as a whole so dictate.
- 29-10. Additional rules are posted in the office.

30. FILE OF FORMAL COMPLAINT. In the event that any tenant violates any of the above rules or regulations, a file of formal complaint will be issued. This document will contain details of violation and resolutions that will take place. If a complaint is filed on a tenant by another tenant or guest - management will review the complaint and remedy through termination of lease or other formal solution in a timely manner.

I the undersigned have fully read and understand the information set forth above.

Initial here _____

31. **PETS.** No pets shall be brought on to the premises without Landlord’s consent.
32. **ALL ALTERATIONS TO MOBILE HOME SITE MUST HAVE MANAGEMENT’S WRITTEN APPROVAL.** This form can be requested from management. Any change of a site including but not limited to mobile home alterations, shrubbery, and tree trimming will all need written approval by management. All mobile homes brought into the park need a documented schematic from the manufacturer and a signed commitment form regarding mobile home attributes for approval. No alterations can be made without the signed acknowledgement forms. All alterations made without approval will deem the tenant in default of this lease therefore relinquishing rights to said mobile home site.
33. **PLACE OF PAYMENT AND NOTICES.** Notices to Tenants shall be delivered or mailed to Tenants’ primary address. Tenants’ rent, other charges/fees, and notices to Landlord shall be delivered or mailed to Landlord at 2126 Lakeshore Dr. Fennville, MI 49408. Notices required by this lease or by law shall be in writing. Notices that are mailed using the U.S. Postal Service are deemed received by the other party on the next regular day for delivery of mail after being properly addressed, stamped with sufficient postage, and deposited in a United States mailbox.
34. **RESALE OF MOBILE HOME.** Mobile home sites are non-transferable. Mobile homes may not be rented or sublet without written authorization from Landlord. Tenants may sell their mobile home within the community so long as the home meets community specifications. If the home does not meet these specifications, it must be brought in conformance or be removed from the community. Tenants selling their home on-site must have their home inspected by Landlord prior to selling. The home site will not be transferred to your buyer upon any sale. Prior to the sale of your home, your purchaser must apply for the home site and be accepted by Landlord. Qualification for acceptance into the community for site rental will be based upon site wait lists, acceptance of community rules and regulations and an executed Lease Agreement. Only one “For Sale” sign will be permitted on the inside of the front or side window and shall NOT exceed eighteen inches (18”) by twenty-four inches (24”). No signs of any kind shall be erected on the home site or the exterior of the home. Any sign not in conformance with this section will be removed by Landlord without notice.

35. **CREDIT CARD AND CHECKING AUTOMATIC DEBIT AUTHORIZATION.** Lake Park Trailer Resort will now be accepting credit cards as a method of payment. Tenant hereby authorizes payments to Lake Park Trailer Resort Inc, by credit card transaction. Tenant expressly authorizes Landlord to charge reoccurring lot rent, guest fees and usage fee charges to Tenant’s credit or debit card listed on the credit card authorization form.

I **authorize** Lake Park Trailer Resort to charge my credit or debit card reoccurring lot rent, guest fees and usage fees. Sign here _____

I **do not authorize** Lake Park Trailer Resort to charge my credit or debit card reoccurring lot rent, guest fees and usage fees. Sign here _____

36. **NOTICE OF LIMITED CANCELLATION RIGHTS.** A Tenant who has occupied the Premises for more than thirteen (13) months may terminate this lease upon sixty (60) days written notice to Landlord if: (i) Tenant has become eligible during the term to take possession of a subsidized rental unit in senior citizen housing and provides Landlord with written proof thereof; or (ii) Tenant has become incapable during the term of living independently, as certified by a physician’s notarized statement.

I the undersigned have fully read and understand the information set forth above.

Initial here _____

37. **LIQUIDATED DAMAGES.** Notwithstanding the above remedies on default, in a contested action to terminate a tenancy for “just cause”, the prevailing party shall receive the following as “liquidated damages” as allowed under the Michigan Mobile Home Commission Act, MCL 125.2328C and the Michigan Summary Proceedings Act, MCL 600.5785:

- Five Hundred Dollars (\$500.00) for an action in District Court.
- Three Hundred Dollars (\$300.00) for each appellate level.

These “liquidated damages” are intended to reimburse the prevailing party for its expenses incurred in connection with the termination action and shall not be construed as a penalty. The payment of these “liquidated damages” shall not preclude either party from recovering their actual damages set forth above in the paragraph on Default and Remedies.

38. **INSURANCE.** Tenant must provide insurance coverage for mobile home or trailer unit occupying lot number **1**. Proof of insurance or Certificate of insurance will be required.

39. **TITLE.** Tenant must provide ownership documentation to landlord for mobile home or trailer unit occupying lot number **1**. Bill of Sale or Title naming tenant will constitute valid documentation.

Tenant Signature

Date

Tenant Signature

Date

Lake Park Trailer Resort, Inc. a Michigan Corporation

By: Nicholas Jon Busscher

Date

Title: Director of Operations, Lake Park Trailer Resort Inc.