2018-2019 Seasonal Mobile Home Park Lease Agreement - Lake Park Trailer Resort, Inc.

Please sign and return both copies by November 1, 2018. One copy will be returned to you once fully executed.

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 an attorney or other qualified person.

This agreement is entered into on November 1, 2018 between **Lake Park Trailer Resort, Inc.** hereinafter referred to as "Landlord" and <u>«Tenant_Name»</u>, with a primary residence at <u>«Street»</u>, <u>«City»</u>, <u>«State»</u> <u>«Zip»</u>, hereinafter referred to as "Tenant".

- PREMISES. Landlord rents to Tenant those premises commonly known and referred to as <u>Lot Number</u>
 «<u>Lot_Number</u>», Lake Park Trailer Resort, 2126 Lakeshore Drive, Fennville, MI, 49408, for use and occupancy as a seasonal residence for the aforestated 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: <u>«Tenant_Name»</u>. Any other person not so listed shall be considered a "guest" subject to the provisions of Paragraph 3. If additional names or changes need to be made, consult management and an addendum to the lease agreement will be drafted. Children living in your household, up to the age of 26, can be considered for occupancy. A government-issued photo ID will be required for all occupancy-related matters.
- 3. **GUESTS**. A guest is anyone not listed on your lease as a tenant or occupant. This includes, but is not limited to, children and grandchildren. Resort guests are prohibited unless tenant is present. There is a seven (7) guest limit per day without prior written approval from management. Guest usage is calculated by the calendar day, 12:00 AM to 11:59 PM thus overnight guest(s) will be considered visiting over two days. Lake Park Trailer Resort will issue thirty (30) full-day-use guest credits and twenty (20) two-hour site-use guest credits. Guest credits are not valid on holidays and special-event weekends. After guest credits are used up, additional guests will be billed at the regular rate. **ALL GUESTS MUST REGISTER IMMEDIATELY UPON ARRIVAL.** Any guest not registered will be trespassing and immediately asked to vacate the premises. Failure to adhere to guest policy will dishonor said tenancy. Guests will be billed at the following rates:

Children up to 15 years old \$0.00 per day
Persons 16 and over including site (dinner) guests \$10.00 per day
All persons on holidays and special-event weekends \$15.00 per day

- 4. **TERM**. Said tenancy shall commence on November 1, 2018 and continue for a period of twelve months. This lease tenancy is from November 1, 2018 until October 31, 2019. Occupancy of the residence is from May 1, 2019 until October 31, 2019. The seasonal mobile home park will be closed from November 1, 2018 until May 1, 2019. Limited access will be available for service and repairs. The water system will be shut down in the off season.
- 5. **RENT**. Lake Park Trailer Resort is offering a cash or check discount of 3%. Tenant shall pay to Landlord, without demand, total rent in the amount of \$\(\frac{\circ}{\circ}\) (Credit_Rate), or \$\(\frac{\circ}{\circ}\) (Eash_Rate) if paying with cash or check. The first payment of \$\(\frac{\circ}{\circ}\) (Payment) is due on **November 1**, **2018**. Half of the remaining balance is due on **February 1**, **2019**. The final payment is due on **March 30**, **2019**, for the remainder of lot rent. Rent not paid in accordance with this paragraph shall be deemed in default. Mobile home storage rate available for forty-five dollars (\$45.00) per day after lease expiration. Please consult management for approval.
- 6. **LATE CHARGES**. In the event the rent, guest charges, or usage fees shall not be paid by its due date or if a check tendered for the rent, guest charges, or usage fees shall be for any reason dishonored, then, in either of those events, a late charge shall accrue in the amount of thirty-five dollars (\$35.00) per month plus 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 fees unpaid. Payments must 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, \$0.22 per kilowatt. Usage is calculated the first of each month and due on the first 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, 2126 Lakeshore Drive, Fennville, MI 49408.
- 8. **UTILITIES AND SERVICES**. Tenant shall pay lot yard maintenance, natural gas or propane, trash/heavy item removal, and cable/satellite/Internet.
- 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. 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 at Tenant's mobile home, unless the storage premises are attractively enclosed by approved skirting, siding, or shed. 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. 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: «Parking_Space». Tenant's assigned location is to be used first, as overflow parking is for guest or additional tenant vehicles. Vehicles not complying with the rules of the designated parking spaces will be towed at owner's expense. 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 or washing vehicles is prohibited. Trailers, motorhomes, oversized, or overweight vehicles of any kind are prohibited unless written consent from management to be on property is obtained 48 hours in advance. Any unauthorized use of off-street parking shall be deemed a breach of this agreement. No off mobile home site storage will be assigned to Tenant. Seasonal beach storage for personal watercrafts (kayaks and canoes) may be available. Please consult management for approval. Lake Park Trailer Resort is not responsible for any vandalism, theft or personal injury by/of personal watercraft. Individuals must sign an indemnification form when they register for storage, and item identification materials, as each item left on the beach must be clearly marked with the name and lot number of the owner. Any personal items lefts without management consent and/or without the provided identification tag will be removed by management at tenants' expense. All beach storage must be removed by October 15, 2019 unless approved by management.
- 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 fifty dollars (\$50.00) per work hour for cleanup. Under no circumstances will construction materials or mobile home elements be left at, or around the garage or dumpster.

- 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.
- 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 unless management requires removal.
- 18. **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.
- 19. **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.
- 20. **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.
- 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 (\$600.00) 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: Lake Park Management, Lake Park Trailer Resort, 2126 Lake Shore Drive, Fennville, MI 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 November 1, 2018. Failure to reply will dishonor said tenancy for November 1, 2018 to October 31, 2019. Tenant must then vacate the premises by October 31, 2018.
- 28. **GATED ACCESS.** Lake Park Trailer Resort is a gated community. The access numbers are strictly assigned to limit unauthorized use and provide a safe and quiet experience for our resort patrons, with limited vehicle traffic. All tenant service workers are required to access the park with a temporary access code and notify the office upon arrival. Unauthorized service access is prohibited. Temporary service access codes can be provided with 48-hour notice to Management@LakeParkTrailerResort.com. Your guest code is only to be provided on an as-needed basis for guest usage entry only. Your tenant access code can only be used for direct tenant access. Any unauthorized code usage will be grounds for lease termination.
- 29. **INSURANCE.** Tenant must provide insurance coverage for all pets and mobile homes occupying **Lot Number «Lot Number»**. Proof of insurance or certificate of insurance will be required.
- 30. **FILE OF FORMAL COMPLAINT**. If 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.

- 31. **PETS.** No pets shall be brought on to the premises without Landlord's written consent. All tenant pets and guest pets must be preapproved by management via Management@LakeParkTrailerResort.com before entering the park. All pets must be confined, leashed, or otherwise under the physical control of a person at all times. Some animals may be prohibited on park property. Dogs, cats and other pets must be vaccinated as per Michigan Law. Pets that are noisy, vicious, dangerous, running loose, disturbing or intimidating to other persons or pets, or which damage park resources, are considered to be nuisances and will not be permitted to remain in the park. Pet owners are required to pick up after their pets and properly dispose of all pet waste in trash receptacles.
- 32. ALL ALTERATIONS TO MOBILE HOME SITE MUST HAVE MANAGEMENT'S WRITTEN APPROVAL. This request form can be solicited from management. Any change of a site including but not limited to any mobile home alteration, painting, security-monitoring devices, firepits, exterior electronic devices, noise makers of any kind, permanently affixed objects such as decks, shrubbery as well as tree-trimming all require written approval by management. No alterations can be made until a signed consent form and approved work activity schedule are on file with 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. 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 Drive, 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. 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 mobile home on-site must have Landlord written consent of approved inspection prior to listing for sale. 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 accepts 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. Choose one:

| {{[]}} | I authorize Landlord to charge my credit or debit card reoccurring lot rent, guest fees and usage fees. |
|--------|--|
| {{[]}} | I do not authorize Landlord to charge my credit or debit card reoccurring lot rent, guest fees and usage fees. |

Sign here: {{ es :signer:signature }}

36. RULES & REGULATIONS - 1 copy to remain accessible at your unit

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, and all are necessary to provide a safe, healthy, and congenial atmosphere for the benefit of all the park Tenants and guests.

- 36-1. All Tenants MUST register all guests immediately upon arrival. Each mobile home site will have access to paper or digital registration cards that must be completed and submitted upon check-in. No other form of registration card will be accepted. Unregistered guests are trespassing and will immediately be asked to leave.
- 36-2. There will be no guests at a mobile home space unless the Tenant is present.
- 36-3. Everyone will abide by the 6 MPH speed limit in the park, including bicyclists. CAUTION watch for small children! NO mini-bikes, golf carts, go-carts, or motorized recreational vehicles are to be driven around the park unless approved by management. No powered watercraft will be launched from or driven near the beach.
- 36-4. Leaves, branches, and grass clippings are to be placed in the designated yard waste trailer, located near the garage, NOT in the garbage dumpster or over the bank. These items should not be placed in garbage bags, or plastic of any kind. No landscaping, decks, fences, or tree-trimming shall be done without management's written approval.
- 36-5. 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 an alternative dumping procedure.
- 36-6. 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 in all areas of the park.
- 36-7. Children, ages 17 and under, are to be off the beach after dark unless, accompanied by a parent or guardian.
- 36-8. All tenant pets and guest pets must be leashed at all times, including the beach and bluff areas. No pets shall be brought on to the premises without Landlord's written consent.
- 36-9. Parking is to be in an allocated space, one car per mobile-home site. 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 or washing vehicles is prohibited. Trailers, motorhomes, oversized, or overweight vehicles of any kind are prohibited unless written consent from management to be on property is obtained 48 hours in advance.
- 36-10. 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.
- 36-11. All new Tenants for mobile home lot leases must supply a mobile home with vinyl siding, 2' by 4' exterior structural wall construction (or greater), shingled roof, skirting, door openings to lot side of trailer, insulated windows, natural gas furnace, natural gas hot water heater, natural gas stove, and natural gas dryer (if applicable) on a full cement slab underneath entire unit as well as tie downs to manufacturer specifications

- 36-12. Each mobile home unit must contain one fire extinguisher, smoke detectors installed to local code or ordinances, and a current copy of the park rules at all times.
- 36-13. The pool is available for use by tenants and registered guests between 10:00am and 8:30pm daily. The basketball court is available for use by tenants and registered guests between 9:00am and 8:30pm daily.
- 36-14. Children under the age of 15 are permitted to use the pool only if accompanied by an ablebodied parent or guardian.
- 36-15. Radios, music, and floatation devices may be used in the pool or beach areas, but only in such a way as not to annoy or disturb other users or persons residing near the pool or beach.
- 36-16. Emergency equipment will be used only if there is an emergency, or a good-faith belief that there is an emergency. AN EMERGENCY 911 DIRECT DIAL PHONE IS LOCATED ON THE BATHHOUSE WALL NEAR POOL ENTRANCE. NO LIFE GUARD IS ON DUTY AND TENANT AND HIS REGISTERED GUESTS USE THE POOL AT THEIR OWN RISK.
- 36-17. Consumption of alcoholic beverages inside the fenced 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 inside the fenced pool area, onto the beach, or onto the paved basketball court or firepit areas.
- 36-18. 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.
- 36-19. Tenant and his guest may only use the pool while appropriately garbed for swimming
- 36-20. Pets are not allowed in the pool area. All items left unattended off your site will be placed in lost and found and then disposed of promptly after that if not claimed within two weeks. There is no common area pool storage for pool-related items. Lost and found items can be accessed by contacting Management@LakeParkTrailerResort.com.
- 36-21. Fires are allowed only in designated or approved areas. Management must grant permission to have a campfire on the beach. All fires must be extinguished completely after each use. Noise level should be kept to a minimum. Be aware of wind and smoke directions to maintain safe and nuisance-free conditions for others.
- 36-22. Smoking is permitted in select areas of the park. Please be considerate to others and dispose of cigarette butts responsibly and safely in designated containers.
- 36-23. Tenant and his registered guests will promptly and fully comply with any oral directions in this regard given by Management or its designee.
- 36-24. Additional rules are posted in the office.
- 36-25. If there are any questions regarding the interpretation of the park rules, please contact <u>Management@LakeParkTrailerResort.com</u>.

- 37. **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
- 38. **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.

39. **TITLE.** Tenant must provide ownership documentation to landlord for mobile home or trailer unit occupying <u>Lot Number «Lot Number»</u>. Bill of Sale or Title naming tenant will constitute valid documentation.

| {{ es :signer:signature | }} | {{ es :signer:date | }} | | | | |
|---|-----------------|--------------------------------------|----------------|--|--|--|--|
| Tenant Signature | | Date | | | | | |
| | | | | | | | |
| Lake Park Trailer Resort, Inc. a Michigan Corporation | | | | | | | |
| | | | | | | | |
| {{ es :sender:signature | }} | {{ es :sender:date | }} | | | | |
| Nicholas Jon Busscher | | Date | | | | | |
| Director of Operations, Lake Park Trailer Resort Inc. | | | | | | | |
| Please list your first year of tenancy at Lake Park Trailer Resort: {{*year es :signer }} | | | | | | | |
| Please update your emergency contact information below: | | | | | | | |
| Emergency Contact: {{*name_es_:signer | }} | Emergency Phone #: {{*phone es : | signer:phone}} | | | | |
| Emergency Contact Relationship: {{*relationship es :signer} | <u>}</u> Second | ary Phone #: {{*phone2_es_:signer:ph | ione}} | | | | |



Credit Card Authorization Form

LAKE PARK TRAILER RESORT, INC.

2126 Lakeshore Drive Fennville, MI 49408

Please return authorization form with lease by November 1, 2018 if you would like automatic processing.

| Tenant: <u>«Tenant_Name»</u> | | | | |
|--|---------------------------------|--------------------|---|---|
| Date: <u>{{O es :signer:optdate</u> | Lot Number: <u>«Lot_Number»</u> | | | |
| Cardholder's Name: <u>{{Ofullname</u> | es :signer:optfullname | | | }} |
| Type of Card (choose one): | {{[]}} Discover | {{[]}} AmeEx | {{[]}} Visa | {{[]}} MasterCard |
| Card Number: <u>{{Od_es_:signer:o</u> | ptnum(>0,<16) | | | }} |
| Expiration Date: <u>{{Oexpiration_e</u> | s :signer:optdate | }} | | signer:optcode(>0,<4)} on front or back of card) |
| BILLING ADDRESS (this address n | nust match the credit car | rd billing address | exactly): | |
| Street: <u>{{Oaddress_es_:signer:op</u> | otaddress | | | }} |
| City, State & Zip: <u>{{Ocity_es_:sigr</u> | ner | }} {{Ostate | es_:signer }} {{C | Ozip_es_:signer }} |
| Email: <u>«Email» {{Oemail_es_:opt</u> | email | | | }}_ |
| Telephone: <u>{{Ophone3 es :signe</u> | er:optphone }} | | | |
| I verify that all information is cor card. I further verify that the sigr hereby authorize Lake Park Trail | nature below is my signa | ture as indicated | on the reverse of the al | oove indicated card. I |
| Authorized Recurring Charges (c | choose all that apply):{{[|]}} Guest Fees | {{[]}} Lot Rent | [{[]}} Usage Fees |
| I understand that Lake Park Trail and/or of my driver's license sho | • | • | • | |
| Payments received for the sale a Trailer Resort lease agreement u | • | | • | |
| Your completion of this authorize information entered on this form card processing solution. | · | | • | |
| Cardholder's Signature: <u>{{Oes</u> : | signer:optsignature | }} | Date Signed: <u>{{O</u> | es :signer:optdate }} |