Lease Agreement – Mobile Home Lot

970 Gardiner Rd, Wiscasset, ME | 207.942.8003 | Rentals@MaineREManagement.com

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into this _____ day of _____, by and between LTV Wiscasset LLC BY: Maine Real Estate Management LLC (hereinafter referred to as "Landlord") and "Tenant" or "Tenants" as listed below:

_____ Tenant

_____ Tenant **OR** Accompanying Minor **(Circle One)**

_____ Tenant **OR** Accompanying Minor **(Circle One)**

_____ Tenant **OR** Accompanying Minor **(Circle One)**

_____ Tenant **OR** Accompanying Minor **(Circle One)**

No additional tenants shall be allowed without the written consent of the Landlord, or the execution of a new lease/rental agreement.

W I T N E S S E T H:

Landlord owns certain real property being, lying and situated in Lincoln County, such real property having a street address of:

970 Gardiner Rd

Lot # _____

Wiscasset, Maine 04578

The property is described as follows: One Mobile Home Rental Lot (hereinafter referred to as "Premises" or "Lot") which is located within the mobile home community with address noted above (hereinafter referred to as "Community" or "Park").

IT IS AGREED, Landlord is desirous of leasing the Premises to Tenant upon the terms and conditions as contained herein; and

IT IS AGREED, Tenant is desirous of leasing the Premises from Landlord on the terms and conditions as contained herein;

THEREFORE, the parties hereto and hereby agree as follows:

SECTION 1: LEASE AGREEMENT

1.1 TERM.

The lease term begins on _____, and shall be valid for a period of **12 Months**. Upon expiration, this Agreement shall **continually & automatically renew as a Continuing Month-to-Month Tenancy with no notice or action from Landlord or Tenant**, until termination notice is duly given by Landlord or Tenant in accordance with the terms of this Agreement. This month to month tenancy shall be governed by this written lease and shall not be considered a "tenancy at will;" therefore, State law regulating a Tenancy At Will shall not be applicable. All the terms of this lease will remain in effect, except that either party may terminate this month-to-month tenancy by giving to the other party written notice at least forty five (45) days prior.

The Landlord may require that an updated lease agreement be executed by the Tenant at any time during a month-to-month tenancy, should the Landlord determine, in their sole discretion, that it is necessary to amend the Lease Agreement for any reason.

1.2 RENT.

Rent shall mean all monetary obligations owed from Tenant to Landlord under the terms of this Agreement, except for security deposit, if any.

(1) **Amount.** The monthly rent for the term hereof is the sum of $_____per month for the term of the Agreement & any renewal term(s). Rental amount may, at the Landlord's option, be changed periodically per the terms of this Agreement contained hereunder.

(2) **Due Date.** Rent is payable on the __1st__ day of each month. The first month's rent & entrance fee as outlined below is to be paid upon the execution of this Agreement.

(3) **Partial Payments.** Partial payments are **not accepted**.

(4) **Payment Information.** Rent and other payments shall be made on or before the due date and without demand. Rent may be paid to Maine Real Estate Management in ONLY ONE online electronic payment, or cash cards assigned to you. **Cash payments are not accepted.** Maine Real Estate Management will not provide receipts for payment of rent, this information can be obtained through your financial institution or money order provider.

(5) **Changes to Rent.** The Landlord may, in its sole discretion, change the rent, provided that any such rent change notices shall be communicated to tenants using the "Notice" information as provided below at least **60 days** prior to the effective date of the change.

(6) **Funds Collected on or Before Lease Signing (for new tenants):**

The following funds are due on or before the signing of this lease agreement unless otherwise agreed to in writing:

First Month:	_____
Entrance Fee:	_____
Pet Fee:	_____
Total Due:	_____

Tenants Initial Here: _____

Date: _____

1.3 ENTRANCE FEE.

New Tenants entering the park will be required pay an entrance fee equal to **Two Times the agreed monthly rent**. This Fee shall be non-refundable. This fee does not apply to Tenants currently living in the park and executing a new Lease.

1.4 LATE CHARGE.

In the event that any payment due by Tenant hereunder is not made within **15 days of Due Date**, per the terms of this Agreement, or any future agreement as executed by Landlord and Tenant, **a late fee in the amount of 4% of the monthly rent shall be imposed.**

1.5 NON SUFFICIENT FUNDS CHARGE.

If any Tenant payment is returned by a financial institution, for any reason, Tenant shall pay a **$30 NSF fee, due and payable immediately.**

1.6 NOTICES

Notices may be served at the following addresses, in writing, or at any other location subsequently designated by Landlord or Tenant. Tenant or Landlord will provide notice within **7 days** for any change of respective address or contact information.

To Landlord:	To Tenant:
LTV Wiscasset LLC C/O MREM PO Box 1193 Bangor, ME 04402 Rentals@MaineREManagement.com	_____ _____ _____ _____

Any written notice under this agreement given by the Landlord to the Tenant may be mailed first-class, postage prepaid to the Tenant at the address of the leased premises or personally delivered to the Tenant. The effective date of any notice shall be the day it is personally delivered to the Tenant; or if it is mailed, two days after the postmarked date. Unopened, cancelled first class mail returned by the post office shall be sufficient evidence that notice was given.

Recurring notices served for the same Lease or Park Rule violation in a 12 month period *may* result in a **$15 administrative charge** per occurrence, at the Landlord's sole discretion.

1.7 INSURANCE

Tenant's or Tenant's guests' homes, personal property, and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, unforeseen environmental events, criminal or negligent acts of others, or any other cause. Tenant is advised to carry Tenant's own insurance (Renter's Insurance/Personal Property Insurance/Liability Insurance) to protect Tenant from any such loss or damage. Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: an increase in Landlord's insurance premium (or, at Landlord's option, Tenant may be allowed to pay for the increase in premium); or loss of insurance.

Tenants Initial Here: _____

Date: _____

1.8 ASSIGNMENT AND SUB-LETTING.

Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof, specifically including, but not limited to, short-term rentals via AirBnB, VRBO, HomeAway or similar platforms.

Tenants and their guests shall not reside in campers, RVs, tents or vehicles of any type on the Premise.

1.9 UTILITIES.

Tenant shall be responsible for arranging and paying for all utility services required for Tenant's home, as follows:

1) Electric Service – Central Maine Power Company
2) Heating Fuel – Company to be selected by Tenant.
3) Phone & Internet Service – Company to be selected by Tenant.
4) Water Service – Maplewood Hill
5) Sewer Service – Maplewood Hill

Each Tenant is solely responsible for paying for all utilities billed to Tenant's unit in a timely fashion as billed by utility provider. **Any failure to pay utility bill resulting in such bill passing to Landlord will result in a $50 administration fee, in addition to the amount owed for the utility bill, due and payable immediately.** Failure to pay utility bills may result in termination of this Agreement and eviction of the Tenant at the Landlord's discretion. Tenant may be required to provide proof that Utilities have been switched at the time of move in.

1.10 GUESTS

All Guests must be Registered with Landlord. Previously evicted indiduals may not enter the property. Guests staying more than 7 days consecutively, or 21 days per year are required to be added to the Lease. A background check is required for Adult Guests staying more than 21 days per year, the cost of which will be paid by Tenant.

Tenants shall be responsible for, shall be liable for, and shall indemnify and defend the Landlord of the Premise against any claim arising from Tenant's own actions, as well as the actions of its visitors or guests while on the Premises. Any illegal activities such as providing a place for minors to consume alcohol shall be grounds for termination of the Lease. Any Guest found to be violating Park Rules or participating in illegal activity may be immediately removed from the Premises by the Landlord and will no longer be permitted on the Property.

Violations of the Guest policy will be grounds for termination of Lease.

1.11 PETS

Tenants wishing to have pets may do so only with the expressed written permission of the Landlord, and in compliance with the Park Rules, not to exceed 2 Pets per Home. **There will be a monthly pet fee of $10/Mo for Dogs, and $2/Mo for Cats.** Tenants keeping a dog on the property may be required, at the sole discretion of management, to carry a Pet Liability Insurance Policy for $100,000 naming **LTV Wiscasset LLC** as an Additional Insured. Vicious Breeds and dogs greater than 35lbs will not be admitted to the property. Exotic and non-domesticated animals are not permitted on the property. All approved animals must be leashed and attended by the Tenant while outside of the Tenant's home on the Premises. After two (2) notices of off leash violations the animal shall be removed from the Premises. Tenants may be required to complete a PetScreening Profile for any pets that the Tenant wishes to have on the property.

Tenants Initial Here: _____

Date: _____

1.12 PERSONAL PROPERTY LIMITATIONS

Tenants shall not utilize a kerosene heater, nor shall the Tenant have a pool, hot tub or trampoline on the Premises.

1.13 JOINT AND INDIVIDUAL OBLIGATIONS.

If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

1.14 TAXES

The Landlord shall be responsible for paying Real Estate Property Tax.

The Tenant shall be responsible for paying personal property tax on Tenant's home. This can be done at the local town office: 51 Bath Rd, Wiscasset, ME 04578. It is the responsibility of the tenant to provide a bill of sale for their mobile home to the Town of Wiscasset to establish proof of ownership and personal property tax assignment to the Tenant. **Any unpaid personal property taxes relating to a tenant's home that are assessed to the Landlord shall be due and payable immediately by the Tenant.**

1.15 TERMINATION OF LEASE

Tenant or Landlord may terminate this Agreement with **45 day notice (7 days if safety, criminal conduct, or rules violation. 30 days if non-payment of Rent)** in writing. Tenant shall vacate the Premises with all personal property upon termination of the Agreement.

If Tenant vacates the Leased Premises before the end of the Lease term or renewal thereof without written permission from the Landlord, Landlord may, at Landlord's sole discretion, hold Tenant in default of this Lease Agreement. If the Tenant fails to follow proper move out procedures, Tenant will be responsible for any and all damages and losses allowed by federal, state and local regulations as well as this Lease.

Immediate Termination. Notwithstanding the foregoing, Landlord may immediately terminate the lease if:

i) If Tenant fails to cure any default in the performance of any covenant of this Lease within seven (7) days after written notice thereof; or
ii) If Tenant's actions pose or appear to pose an immediate threat to the health or safety of other residents or the Landlord or the Landlord's employees, subcontractors, contractors the lease can be terminated immediately, without prior warning; or
iii) If a petition in bankruptcy shall be filed by or against Tenant or if Teanant shall make a general assignment for the benefit of creditors or receive the benefit of any insolvency or reorganization act; or
iv) Any scenario under which the Premises may be taken or occupied or attempted to be taken or occupied by anyone other than Tenant; or
v) If Tenant tampers with or vandalizes any Park property to include but not limited to: structures, signs, buildings, utility systems; or
vi) If this Lease is assigned or the Premises is sublet to, or occupied by, any person other than Tenant.

Tenants Initial Here: _____

Date: _____

Landlord's recovery of possession of the Lot shall not relieve tenant of tenant's obligation to pay the rent and fees due for the remaining term of this lease, and landlord shall have the right to recover rents, fees and damages from tenant, subject to landlord's obligation to mitigate damages in accordance with applicable law.

1.16 SALE OF MOBILE HOME

Tenant may sell Tenant's mobile home within the park. Tenant must provide Landlord a **14 Day Notice** of their intent to sell home prior to listing home on the market. Any potential buyer that wishes to move into the park MUST submit a park application, and pass a background and credit check before they will be permitted to purchase a home that is to remain in the park. Landlord authorizes Tenant to place 1 visually appealing FOR SALE signs on Tenant's rental lot.

Landlord reserves the right to inspect any home prior to sale, to determine if it is in a condition compliant with all rules & regulations. Any home deemed to be unfit per the rules & regulations, by the Landlord's sole discretion, will be required to be removed or repaired prior to sale, or as a condition of sale.

1.17 REMOVAL OF MOBILE HOME

Upon termination of the Agreement, by either party, for any reason, the Tenant shall have **45 days (7 days if safety or criminal conduct rules violation, 30 days if non-payment of rent)** from the date of Termination to sell or remove mobile home from the park; unless otherwise agreed by Landlord in writing. Lot rent shall be pro-rated at 1/30th of the monthly rate for each day until the home is removed from the park or occupied by a new tenant. Tenant is required to notify management 7 days in advance prior to removing home from park, so that management may have a representative on site to witness removal and prevent damage to utilities or property.

1.18 ABANDONMENT.

If at any time during the term of this Agreement Tenant abandons the mobile home, or any other personal property, the Landlord may dispose of the mobile home or other personal property as permitted by Laws of the State of Maine. **Abandonment shall be considered a period of 30 days in which rent has not been paid, with Tenant having vacated or been evicted from the property.** Landlord shall not become liable to Tenant for damages or for any payment of any kind whatsoever relating to disposal of abandoned property.

1.19 DAMAGE TO HOME

In case of severe damage to Tenant's home (due to fire, natural disaster, illegal activity, neglect, or other cause), or if home becomes unfit for human occupancy, Tenant shall have **60 days** to remove home from the Premises. Tenant shall remain responsible for lot Rent until the home is removed from the site. Cost of removal and disposal shall be solely the Tenant's responsibility.

1.20 CONDITION AS RECEIVED.

Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and leasable condition. Tenant has examined and determined that all utilities are in operable condition.

1.21 DISCRIMINATION

Tenants Initial Here: _____

Date: _____

In compliance with Fair Housing Laws, Landlord will not discriminate based upon race, color, religion, ancestry, national origin, sex, sexual orientation, age, familial status, physical or mental disability or recipients of public assistance.

1.22 TENANT EVICTION

If Tenant fails to comply with any of the material provisions of this Agreement, or any of the Park's Rules and Regulations, or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within **seven (7) days** after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement, at its option, and pursue Eviction.

Any eviction of Tenant by the Landlord shall be completed using a court action as allowed under the Laws of the State of Maine.

1.23 TENANT PROTECTIONS

Tenants are advised that the state of Maine has laws governing tenant / landlord agreements which afford certain protections to tenants. Upon moving into the park, Tenant will be provided with a copy of Maine Revised Statutes – Title 10 Chapter 953 – "Regulation of Mobile Home Parks", and Tenant hereby acknowledges receipt thereof.

1.24 SUBORDINATION OF LEASE.

This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

1.25 INDEMNIFICATION.

Landlord shall not be liable for any damage or injury or casualty of or to the Tenant, Tenant's family, guests, invitees, agents or employees, or to any person entering the Premises, or any building of which the Premises are a part, unless it is specifically determined by a court of law that the incident was a direct result of Negligence on the part of the Landlord or it's agents.

Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature, unless the claim was a direct result of negligence on the part of the Landlord or its agents.

Landlord will not be liable for any damage, harm, injury, or casualty caused by any pet. Tenant assumes responsibility for any damage, harm, injury, or casualty caused by their pet or the pet of any guest.

1.26 SEVERABILITY.

If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

1.27 BINDING EFFECT.

Tenants Initial Here: _____

Date: _____

The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

1.28 PAYMENT OF ATTORNEY'S FEES

In the event that either party is forced to initiate legal proceedings and there is a contested hearing, the non-prevailing party shall pay the prevailing party his/her/it's reasonable attorney's fees in cases of wanton disregard of the terms of the Lease Agreement or Park Rules.

1.29 MODIFICATION.

The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto. By signing below, Landlord and Tenants certify they have read and agree to this Agreement.

SIGNATURES (Minors Not Required)

Signature below indicates Parties have read and will comply with the Lease Agreement

Tenant Printed Name: Signature: Date:	Tenant Printed Name: Signature: Date:
Tenant Printed Name: Signature: Date:	Tenant Printed Name: Signature: Date:
Tenant Printed Name: Signature: Date:	Landlord Printed Name: Signature: Date:

Tenants Initial Here: _____

Date: _____

SECTION 2: PARK RULES

The following Rules are established to provide a pleasant environment for all Tenants of this Community. It is our intention to operate this park as a safe & enjoyable Residential community.

As a Tenant in a manufactured home community, you necessarily assume certain responsibilities, such as maintaining your home and the grounds around it. We have developed common rules of etiquette designed to make the community more enjoyable for all Tenants. All rules and regulations are equally applicable to Tenants, their household members, guests and invitees. Violation by any of these individuals is attributable to the Tenant who will be held accountable as if the violation was done by the Tenant directly.

These park rules and regulations may be amended, modified or supplemented in the future as may be deemed necessary by the Landlord. Tenants will receive a minimum of **thirty (30) days notice** of any such changes. Violation of park rules and regulations may, at the sole discretion of Landlord, lead to eviction pursuant to the laws of the State of Maine.

Tenant agrees to comply with all Landlord's rules and regulations that are at any time posted on the Premises or delivered to Tenant in person or at the Tenant's address.

Maintenance Fee Schedule: Property Maintenance that is required as result of a Tenants or Tenant's Guests' actions or failure to comply with Park Rules will be billed to the Tenant at the following Rates:

- **$40 / HR Normal Labor / Administration - 1 hour minimum**
- **$60 / HR for Emergency or After-Hours (Frozen water lines / Septic Backups etc) - 1 hour minimum**
- **3rd Party Costs and Materials billed at invoice amount plus $15.**

2.1 USE OF PREMISES & CONDUCT OF TENANTS

The Premises shall be used and occupied by Tenants, and Guests as permitted by Landlord, exclusively as a private dwelling. No part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private dwelling. Tenants and their guests shall not reside in campers, RVs, tents or vehicles of any type on the Premise.

Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises. Tenant shall ensure that guests of Tenant shall not disturb, annoy, endanger or interfere with neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing or transporting illegal drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises. Tenant shall not use the premises for any unlawful or immoral practice, and shall not commit or permit any hazardous activity on the premises.

Any violation of the material terms of the Lease Agreement or Park Rules may be cause for eviction from the property, after appropriate notice period as required by law. Any activity by the Tenant, any member of the household, a guest or another person associated with Tenant that threatens the health, safety or right to peaceful enjoyment of the premises by others shall be cause for termination of tenancy. Any interference with the landlord, their agent, or contractors or employees shall be cause for termination of Lease. The Landlord may terminate the tenancy for criminal activity in accordance with this section if the Landlord determines that the household member/guest has committed the criminal activity, regardless of whether the household member/guest has been arrested or convicted for such activity.

Tenants Initial Here: _____

Date: _____

DANGEROUS SUBSTANCES: Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous by Landlord.

FIREARMS: The possession or use of fire arms, sling shots, bows and arrows, air rifles, and similar devices, is prohibited on the property.

QUIET HOURS: Quiet Hours are from 9 PM to 7 AM.

FIRE PREVENTION: Open fires are prohibited on the Premises. Charcoal, gas grills, and hibachis may be used if they are operated properly and are in good working order, and must be kept at least 10 feet away from any structure while in operation. The burning of paper or trash is prohibited. No liquid petroleum, propane or similar gas tanks shall be stored inside or under any home or other structure. No flammable materials, including but not limited to gasoline or kerosene, may be stored under or within the home.

EXTENDED VACANCY: No home shall be allowed to remain vacant for a period in excess of seven (7) days without the prior written approval of the Landlord. Tenant will be required to make reasonable arrangements for the care of their home and rented lot for any extended vacancy.

LAW ENFORCEMENT INCIDENTS: It shall constitute a violation of the Park Rules if the Police are called for any reason for a Tenant's actions or behavior, while on the Premises, 2 times or more in a period of 12 months. This shall be grounds for termination of lease and eviction.

2.2 HOUSEHOLD MEMBERS AND GUESTS.

Each home may have up to two (2) occupants per bedroom, not to exceed 3 adults or 5 persons total per home, adults shall be defined as those 18 years of age or older. For example, a 3-bedroom home may have up to five (5) Occupants, three (3) may be Adults, or a 2 bedroom home may have up to 4 occupants, 3 of which may be adults.

Tenant agrees not to have the same guest that has not passed the Landlord's screening criteria for more than 7 consecutive nights, and no more than a total of 21 nights per year. Tenants shall be responsible for any invited guest to the property and shall ensure that each guest respectfully follows rules & regulations of the park. Any guest found to be violating community rules may be immediately removed from the property by the Landlord and may result in Termination of Lease for Tenant.

Tenant(s) shall not allow any other person, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Approved guests that remain on property for more than 7 days consecutively, or 21 days per year will be required to be added to the Lease Agreement. Any additions to the household members named on the lease require the advance written approval of the Landlord. Such approval will be granted only if the new family members pass the Landlord's screening criteria and the unit is of appropriate size for the additional occupancy.

2.3 INSTALLATION:

The Tenant is ultimately responsible for the set up/installation of the home on the lot, per applicable state statutes and regulations and any applicable local code or ordinances. Installation and removal of a home may be undertaken only by an individual or company that is bonded or insured for damages to the Premises, and that can and will conduct itself in a professional, businesslike manner. Upon presentation of bond or insurance and assurances of compliance with proper standards, Landlord will authorize a requested installation or removal. Installation of home, skirting, all utility hook ups (water, sewer, electric, heating fuel), and local building code compliant stairs to all doors, shall be completed within **30-**

Tenants Initial Here: _____

Date: _____

days of the lease start date. If applicable, the fuel tank for the home, shall be installed by a licensed professional in accordance with state and local laws and codes.

2.4 CARE OF GROUNDS & RENTED LOT.

Tenant will, at their sole expense keep and maintain the leased premises, appurtenances, and their home in good and sanitary condition and repair during the term of residency. Each tenant is responsible for maintaining their site in a neat and orderly fashion and shall be responsible for prompt and necessary lawn care. There will be no storage of equipment outside the mobile homes except in an approved storage shed. There will be no storage such as trash, scrap lumber, old appliances, old tires, Christmas trees, etc. under or around the mobile homes. Failure of the tenant to maintain their site in a neat, orderly and sanitary manner may be grounds for eviction, if, after reasonable notice from the Landlord, the Tenant fails to correct a deficiency. Any repair or maintenance work which must be performed by the landlord due to the neglect of the tenant, shall be billed to and paid for by the tenant. Work performed by landlord will be billed to the Tenant as noted in the **Fee Schedule for Maintenance**. This expense shall be added to, due and collected as a rent on the first day of the following month. The landlord shall be the sole judge of whether or not such care and maintenance need to be accomplished. Tenants shall be responsible for placing garbage and trash in the appropriate containers for disposal. The disposal of larger items of trash such as scrap lumber, old appliances, old tires, Christmas trees, etc., are the responsibility of each tenant.

Tenant shall make no alterations to the buildings, grounds or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. **Written permission must be acquired by the Tenant from the Landlord prior to breaking ground or digging any holes in the property to ensure utilities are properly identified and not damaged.** Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall be solely at the cost of the Tenant. Landlord may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.

TRASH - Tenants shall be responsible for disposal of Trash. All trash must be taken to the Wiscasset Town Transfer Station at 78 Fowle Hill Rd. The disposal of larger items of trash such as scrap lumber, old appliances, old tires, Christmas trees, etc., are the responsibility of each tenant. Information about the town transfer station can be found here http://www.wiscasset.org/departments/transfer-station.

CLUTTER AROUND HOME – Unnecessary items such as bottles, boxes, junk and other items which create a cluttered appearance, may not be left scattered in the yard when not in use. Failure to keep your lot neat makes everyone's environment less pleasant. Toys, bicycles, etc are to be put away at the end of the day. If a lot is not being properly maintained, Landlord reserves the right, after **seven (7) days** written notice, to take all necessary steps to clean the lot and will be billed to the Tenant as noted in the **Fee Schedule for Maintenance**. All clutter will be discarded and landlord will not be held liable in any way for disposal of such items.

LAWNS – Lawns must be kept neat and well maintained, grass shall not exceed 6" and shall be uniformly trimmed on a regular basis. Skirting, sheds and fence lines shall be trimmed by the tenant. Dead flower stalks and large weeds shall be removed and disposed of by tenants. After giving the Tenant a **seventy-two (72) hour** written notice that the lawn needs mowing or trimming, Landlord or it's agent may mow and trim the lawn and Tenant will be billed as noted in the **Fee Schedule for Maintenance**. Holes dug in the lawn by any persons or pets, and holes or ruts created by motor vehicles being driven on the lawn, will be filled and reseeded by the Tenant. Should the Tenant fail to make the necessary repairs, Landlord may make said repairs after seven **(7) days** written notice and the Tenant will be charged for this service.

Tenants Initial Here: _____

Date: _____

VACANT LOTS – Vacant lots are not to be disturbed or used by any persons. They are to be left neat and attractive for the next occupants.

LANDSCAPING – Tenants are encouraged to improve their lots with landscaping and the like. To safeguard utility systems, the planting of shrubbery shall be approved by Landlord. Submit your request in advance to planting and obtain approval.

FENCING – Tenants may install fencing on their lot, at their own cost, with the written prior approval of Landlord. Fences shall be maintained in a good condition, not more than 48" tall, and installed in a manner that is harmonious with the surrounding environment. Fences shall not be allowed to fall into a state of dis-repair. Landlord may, following a **21-Day Notice,** repair the fence of any Tenant that does not meet these standards and will be billed to the Tenant as noted in the **Fee Schedule for Maintenance**. Newly installed fences shall be of the Post-and-Rail or Picket style and made of durable materials commonly used for fencing.

SNOW REMOVAL - Tenants shall be responsible for snow removal on their respective lots to include their driveways, walkways to all home access doors and access path to home fuel tanks. Landlord shall not assume liability for any injuries caused by the failure of any person to remove snow or ice from any portion grounds, walkways, steps, porches, fuel tank access or parking areas associate with the leased premises.

EQUIPMENT NOT ALLOWED - Pools, hot tubs and trampolines and kerosene heaters are not permitted in the community.

SIGNS & DISPLAYS – No signs or displays of a controversial, offensive, or provocative nature shall be allowed to be displayed on the Premises. Landlord shall have the right to require that any sign or display is removed from Tenant's Lot.

2.5 - MOBILE HOME & ANCILLARY STRUCTURES MAINTENANCE REQUIREMENTS.

The following rules have been developed to preserve the quality of living and enjoyment for all Tenants within the community, as well as protect the value every Tenant's home there-in.

The following standards are applicable at all times and the Landlord may inspect the home to determine if the standards contained herein have been met. If a violation of these rules & guidelines are identified, the Landlord shall provide written notice to the Tenant detailing the violation and an acceptable repair. The tenant shall have **twenty-one (21) days** to complete the required repair, after which the Landlord may undertake the repair and bill the expense to the Tenant, or shall be grounds for termination of Lease. Any repair or maintenance work which must be performed by the landlord due to the neglect of the tenant, shall be billed to and paid for by the tenant. Work performed by Landlord will will be billed to the Tenant as noted in the **Fee Schedule for Maintenance**.

EXTERIOR COATING AND SIDING – The original or replacement siding must be in a safe and secure condition, without holes, rust or substantial dents, scrapes, patching or fading. Prior to painting or re-siding the home, approval of Materials & Color by Landlord is required. Siding must be of a type that is typical and customary of finished Residential construction, and colors must not create a visual nuisance within the community.

WINDOWS AND DOORS – Windows, storm windows, screens and exterior doors must be fully operable and must not be in a deteriorated condition. There must be at least one (1) egress window or door in each bedroom. There shall be at least two exterior doors in the home, and each shall have an exterior light adjacent to it. Window coverings must be of a

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type that is typical and customary of finished Residential construction, and must not create a visual nuisance within the community.

ROOF –Roof must be in good condition. There shall be no leaks. If the roof is missing shingles or in a deteriorated condition, the roof must be repaired or replaced in a timely manner. All homes entering the park must have a pitched shingled or metal roof. Tenants shall be responsible for snow removal from their individual roof in accordance with the requirements of Local Authorities.

SKIRTING REQUIRED – Skirting is required on all homes within 30 Days of home arriving in Park, and must be permanently affixed to the home and must completely enclose the area between the home and ground. Skirting must be of a type designed specifically for use as Mobile Home Skirting, or a material that is typical and customary of the finished exterior of Residential construction. Skirting must not display deterioration and be maintained in a functional and visually acceptable condition, as determined by the Landlord.

STEPS, HANDRAILS, PORCHES, DECKS, ENTRYWAYS, OR OTHER ADDITIONS TO THE HOME – Entry steps or decks with hand railings are required at each entrance to the Mobile Home. Existing steps, handrails, porches, decks, entryways, windbreaks or other additions to the home and exterior structure and storage sheds must not be in a deteriorated state or condition, and must be properly constructed and maintained so they are safe for all proper purposes. All must be constructed in accordance with applicable local building codes and a building permit must be obtained when necessary. Prior to construction, the Tenant must consult with Landlord and must receive written approval from Landlord of the design, color, materials and location for said construction. Any improvements or additions to the home shall be undertaken at the Tenant's expense.

STREET ADDRESS / LOT NUMBER – Each Tenant must display their street address / lot number in a clearly legible fashion, easily visible from the street.

PLUMBING AND HEATING SYSTEMS – The plumbing system must be properly functioning with no leaks and must be designated and installed to accommodate the pressure of the water supply system to which it is attached. Any additions or alterations to the original factory-installed plumbing system must completed to local building code and comprised of durable materials, free from defective workmanship and so designed and constructed as to perform satisfactorily with reasonable life expectancy.

The component parts of the heating system must be fully and safely operable and designed for permanent use in a residential application. Any additions or alterations to the original, factory-installed heating system must be completed to local building code and of durable material and free from defective workmanship. They must be designed, constructed and installed in a manner appropriate to their use.

The Landlord may turn off water to a Tenant's unit if it is observed that there are continuously running or leaky fixtures within the home. This is a safety issue for other tenants that poses a risk to the Park's public water, and septic systems on the property.

ELECTRICAL SYSTEM – The use of generators is not permitted, except in the instance of a power outage. There must be no electrical shortages, and any wiring must be installed in accordance with the present standards of the National Electrical Code or for homes built on or after June 15, 1976, to the HUD Code. All fixtures must be safe and suitable for the purpose for which they are used. The service entrance must be adequate for the electrical load imposed by the manufactured home and any additions, given its number of occupants and the type and number of electrical appliances. Landlord, it its sole discretion, may require the home owner or occupant to obtain written certification from an

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appropriately licensed trades person that the plumbing, heating, and electrical systems are safe and fully operable, and meet or exceed all applicable state or local standards.

SMOKE DETECTORS – All homes in the park must have at least one (1) functioning smoke detector installed on or near the ceiling areas within or giving access to each bedroom. Installation and Maintenance of the Smoke Detectors shall be the responsibility of the Tenant. Tenants are responsible for installation and maintenance carbon monoxide detectors inside their home. Homes with furnaces, or gas appliances of anytype, must have two (2) functioning carbon monoxide detectors.

OTHER ASPECTS OF THE STRUCTURAL SAFETY OR SOUNDNESS OF THE HOME – The manufactured home must be mechanically sound and structurally safe. There must be no weakness or defects in the manufactured home affecting the health or safety or the potential health or safety of its occupants and their guests.

2.6 UTILITIES

Tenant shall reasonably protect all utilities on the property (heating fuel, water, sewer, electrical), whether buried or above ground, from damage of any sort. Damage to any utilities on the property caused in any way by a tenant or the guest of a Tenant shall be the responsibility of the Tenant to repair, at their own cost. Repairs to damaged utilities must be completed immediately and by a licensed professional. Failure of a Tenant to repair a damaged utility may result in termination of this agreement, in addition to the Landlord billing the tenant for repair of the damaged utility.

WATER AND SEWER LINES – The water and sewer lines are Landlord's responsibility at and below ground level. Water and sewer lines are the Tenant's responsibility above ground level. All plumbing must be kept in good repair. Landlord reserves the right to shut off water to the home in event of a substantial water leak or constantly running water. Landlord further reserves the right to restrict water utilization during emergency periods arising from weather conditions, mechanical breakdowns or other circumstances.

PREVENT FREEZING – Tenant is solely responsible for preventing freezing damage to water supply lines. Tenant's shall appropriately apply, verify operability, and operate water supply line heat tape and Thermaline riser heater (if installed) from the months of November to May. **Freezing damage to water lines shall be treated as negligence of the Tenant, and shall be the Tenant's responsibility to repair at their own cost.** Any expense to Landlord as a result of frozen water supply lines shall be billed to Tenant due and payable immediately. **TENANTS MAY NOT LEAVE WATER RUNNING TO PREVENT FREEZING!!!**

WATER CONSUMPTION – Tenants must avoid excessive water consumption. The Landlord may, at it's option, install a water meter on the supply piping to any unit to monitor water consumption and detect water leaks. The Landlord may, at it's option, impose a uniform or consumption-based fee for water usage to all units in the Park. Any fee imposed for water usage may not exceed the average fee for public water service in the surrounding communities.

SEWER SYSTEM – Do not flush garbage, sanitary napkins, paper towels, disposable diapers, baby wipes, fat or any other non-soluble item or substance in toilets or drains. A clogged or disconnected sewer line shall be reported immediately to Landlord. If a clog or disconnect of the sewer line is caused by the Tenant or their guest, then the Tenant shall pay for the repair, due and payable immediately.

ELECTRICAL SERVICE – The electrical service shall be the responsibility of the Tenant from the Service Pedestal on their lot to the Tenant's home. Tenants should know how to operate electrical shutoff devices on both the inside and outside of the home. Tenants are prohibited from attaching any objects in any manner to electric poles. Wiring from the meter

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box to the home and inside the home is the Tenants responsibility and such wiring shall be maintained in accordance with all applicable state and local codes.

Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage to the Utilities. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant. Tenant shall be charged for repair of drain blockages or stoppages for which they are responsible for causing.

2.7 VEHICLES/PARKING.

Speeding is not allowed in the park. All Tenants and Guests are required to operate vehicles in a manner safe for the conditions and within posted speed limits.

Parking is permitted as follows: Parking is to be used only for properly licensed and operable motor vehicle. Parking or driving on lawns or a neighbor's driveway is prohibited. At no time may a tenant store more vehicles on the property than can be reasonably accommodated in their driveway. Any cars found parked on lawns, streets, or neighbors' driveways will be towed at Tenant's expense. Parking space is to be kept clean and cars must be parked in an orderly fashion. No major repairing or overhauling of vehicles is permitted around the mobile home space or in the roadways. The Landlord, at the Tenants expense, may remove vehicles that are in violation of this rule at any time.

2.8 INSPECTION OF PREMISES.

Please inspect the outside of your home and lot periodically and make necessary repairs.

Landlord and any of the Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting, repairing, altering, or decorating the Premises.

2.9 PETS.

Tenants may not keep or allow pets on the premises without the written permission of the Landlord. Domesticated Dogs (35lbs or less and non-vicious breeds) and/or cats are acceptable pets, only with the expressed written approval of the Landlord. If such consent is given, it shall be revocable by the landlord at any time for good cause. All approved animals must be leashed and attended by the Tenant while outside of the Tenant's home on the Premises. After two (2) notices of off leash violations the animal shall be removed from the Premises. No animal that is undomesticated, foreign, poisonous, or that is considered illegal according to federal, state or local law will be allowed at the Premises. Pets are required to be licensed / tagged and up to date on all shots. Pets shall be spade or neutered and breeding of pets is not allowed on the property. Pets shall not create a nuisance on the Property (such as excessive noise), or they will be removed from the property. No Tenant is allowed to have more than two (2) pets, without the landlord's prior written approval. If Landlord receives a complaint concerning a pet, the involved Tenant may be required to remove the pet from the park.

Pets shall not be staked or tied outside. When dogs are outside they are to be kept on a leash. Pets shall not be left outside for prolonged periods of time in extreme temperatures (>80 °F or <45 °F). Suspicion of animal abuse will be reported to authorities and will be grounds for termination of this lease and result in eviction.

Service Animals are allowed in the park as required by the law. Tenants may be asked to provide written documentation of the status of their service animal.

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Tenant shall be responsible for cleaning up after their pets which includes removal and proper disposal of feces on a daily basis. Tenant shall prevent Pets from defecating on another Tenant's Lot. Failure to clean up pet waste will result in a written warning by Landlord and may result in Eviction from the Property if ongoing issue. Landlord may remove pet waste and this will be billed to the Tenant as noted in the **Fee Schedule for Maintenance**. Deceased pets shall not be buried on the property.

Landlord will not be liable for any damage, harm, injury, or casualty caused by any pet. Tenant agrees to assume responsibility for any damage, harm, injury, or casualty caused by their pet or the pet of any Guest.

2.10 LEASE AGREEMENT / APPLICATION

Before any new Tenant is permitted to move into the property, they are required to complete an Application and background / credit check. All Tenants are required to enter into a written Lease Agreement for their rental lot. Tenant and Landlord shall each sign the Lease Agreement, and Tenant shall sign the Park Rules. A copy of executed Lease Agreement and Park Rules shall be provided to each tenant upon execution. Additional copies of the Park Rules or Lease Agreement are available 24/7 in the online MREM Tenant Portal or a paper copy can be mailed for a $10 administrative fee.

2.11 TERMINATION OF LEASE / VACATING THE PROPERTY

Upon the termination of the Agreement, Tenant shall: vacate and surrender the Premises to Landlord, empty of all persons; remove the home from the rental site or re-sell (future tenant must be approved by park Landlord) and vacate any/all parking and/or storage space; remove all debris; clean and deliver to Landlord in the same condition as it was at the commencement of the Lease, and give written notice to Landlord of Tenant's forwarding address.Tenant shall provide a tax release form to Landlord demonstrating taxes are current on the home. Water, Sewer, and Electrical will be disconnected by a licensed professional at Tenant's expense. Management will be present when home is moved off site and will provide a release statement to the Hauler.

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Signature below indicates Tenants have read and will comply with the Park Rules.

Tenant Printed Name: Signature: Date:	Tenant Printed Name: Signature: Date:
Tenant Printed Name: Signature: Date:	Tenant Printed Name: Signature: Date:
Tenant Printed Name: Signature: Date:	

Tenants Initial Here: _____

Date: _____