

Model Vermont Mobile Home Park Lot Lease
(originally developed by the CVOEO Mobile Home Program)

This Lease is entered into between _____ (hereinafter referred to as "Resident"), and _____ (hereinafter referred to as "Park Owner"), and is effective this ____ day of _____, of the year _____.

Park Owner's address is: _____

In consideration of Resident's payment of lot rent and agreement to and compliance with the other provisions set forth in this Lease, Park Owner hereby leases to Resident, the lot located at (lot address) _____ (hereinafter referred to as "the Lot") in the _____ Mobile Home Park, in _____ (town), Vermont, for the following mobile home (model and year) _____, serial number _____.

This Lease permits occupancy only by Resident and the following additional persons:

Additional occupants, including boarders, may reside in the mobile home with the written consent of Park Owner, which consent shall not be unreasonably withheld. Guests shall be permitted, provided that Resident notifies Park Owner in writing of the names and lengths of visits of any guests staying longer than thirty days. In no event are guests permitted to stay more than six months each year.

1. LOT RENT AND OTHER CHARGES

a. Resident shall pay Park Owner lot rent in the amount of _____ Dollars (\$_____) per month, beginning on _____, 2____. Unless other arrangements have been made in advance in writing, lot rent is due and payable without notice on the first day of each month and must be paid no later than the fifth of each month.

b. Lot rent payments are to be made _____ (e.g. in person at ___location, by check mailed to ___address, or either)

c. Additional charges may be levied only as specified and provided for elsewhere in this Lease, or in the Park Rules [delete if park rules are included in lease]. Except for emergency situations, Resident shall be given thirty (30) days written notice of Park Owner's

intent to perform services for which an additional charge will be made. Additional charges are due in full no later than thirty (30) days from Resident's receipt of a written invoice from Park Owner.

d. Except as otherwise allowed by law, the lot rental amount shall remain in effect for a period of not less than one year.

(Optional - this can be deleted if no security deposits are collected/held by Park Owner):

e. A security deposit of one month's lot rent in the amount of _____ Dollars (\$____) shall be paid by Resident at the beginning of this Lease.

i) Park Owner shall refund the full security deposit within 14 days from the date a) Resident removes the mobile home from the mobile home park and terminates this Lease, b) Resident delivers a copy of an executed bill of sale transferring ownership of the mobile home to a new resident who has entered a lease with Park Owner, or to Park Owner, c) the mobile home is removed by court order, d) a date contained in a notice of termination according to paragraph 12 of this Lease, or e) a date agreed to by Resident and Park Owner.

ii) Park Owner may retain all or a portion of the security deposit only for the following reasons (which must be provided to Resident in written form itemizing any such deductions): 1) non-payment of rent; 2) damage to the Lot, unless it is the result of normal wear and tear; 3) non-payment of utility or other charges that are normally paid to the park owner; and/or 4) expenses for removal from the lot of any property abandoned by Resident.

2. SUBLETTING

Resident shall not rent the mobile home or sublet the mobile home or lot without the written consent of Park Owner, which consent shall not be unreasonably withheld. Park Owner shall respond in writing within 30 days to a written request to sublet that included the prospective sublessee's name and current mailing address.

3. NONDISCRIMINATION

a. Park Owner or Agent shall not discriminate against any Resident or prospective resident on the basis of a person's race, sex, sexual orientation, gender identity, marital status, religious creed, color, national origin, or disability of a person, or because a person is a recipient of public assistance.

b. Park owner shall not discriminate based on age or the presence of one or more minor children in the household, except as permitted under 9 V.S.A. § 4503(b) and (c).

4. USE OF HOME

The mobile home shall be primarily used for private residential purposes. However, Resident may use a minor portion of the home for an occupation which is customary in residential areas, which use is clearly secondary to the use of the home for living purposes, and which does not change the character thereof or affect the operation of the park for health, safety, or aesthetic reasons. The use must comply with applicable law, including all appropriate ordinances, rules and regulations of any appropriate governmental authority.

5. INSTALLATION AND MAINTENANCE OF HOME AND LOT

a. Resident's mobile home must be skirted with a skirting material of vinyl, plywood, or of comparable quality and appearance. The skirting must be weather-tight and kept in good repair and painted as necessary.

b. Resident shall keep the Lot neat, clean, and in good repair, and not use the Lot or premises in a manner that is detrimental to any other resident or to the operation of the park for health, safety or aesthetic reasons. Resident is responsible for keeping the grass on the Lot cut, including trimming around the mobile home. Resident is responsible for the maintenance of his or her driveway and parking area, including snow removal.

c. Resident is responsible for ensuring that the mobile home is properly connected to the park's water, septic or sewer, and electric service to the home. Resident shall be responsible for the maintenance of the plumbing, electrical, and other utility service within the home, and from the point at which they surface under the mobile home or connect to the mobile home from a service point. Plumbing must be kept in good repair and plumbing leaks must be repaired immediately. All exposed water lines must be properly insulated and/or have operative heat tapes to prevent freezing from ground exit forward. Running water shall not be used to prevent freezing. Resident is responsible for any damage caused by failing to control water leaks within the mobile home or disposing of anything other than normal domestic water into the sewage system that may cause blockages, surfacing or backup.

d. With prior written approval of Park Owner, which shall not be unreasonably withheld, awnings, screen rooms, added rooms, or sheds may be placed on the Lot. Any such improvement or additions must comply with local zoning, building and related ordinances.

e. Except in connection with flower or vegetable gardens, Resident shall not dig on the Lot without the prior written consent of Park Owner or verification by authorities of the location of underground infrastructure systems (electrical, sewer, water, telephone, cable). Any damage done to an underground utility by Resident shall be repaired at Resident's expense.

6. RESPONSIBILITIES OF RESIDENT

a. Resident is required to respect the privacy and lot lines of other resident's lots. Resident, members of resident's household, and any guests shall conduct themselves in a way that does not disturb other residents' peaceful enjoyment of the park and shall refrain from illegal activities. Resident shall be responsible for the activities and behavior of persons residing with Resident including any guests.

b. Resident shall not cause the Lot or any part of the park to be out of compliance with the terms of this Lease, or applicable State or local regulation. Resident, members of resident's household, and any guests shall not deliberately or negligently destroy, deface, damage, alter or remove any fixture, mechanical or utility system, or furnishing.

c. Resident shall maintain his/her mobile home free from rats and reasonably free from insects, vermin and other pests.

d. Household waste that is placed outside the mobile home shall be stored in watertight, and to the extent possible animal-proof, receptacles of metal or other durable materials with tight fitting covers. No household waste shall be stored or accumulated under or around the mobile home or in any structure.

e. Upon the termination of this Lease, Resident will leave the Lot in as good a state of condition as it was at the beginning of Resident's occupancy, reasonable use and wear thereof and damage by the elements excepted.

7. RESPONSIBILITIES OF PARK OWNER

a. Park Owner will provide Resident with adequate and safe electrical service. Park Owner is responsible for maintenance of the electrical service and equipment located outside the mobile home from the service entrance of the mobile home park to and including the disconnect and 'feeder line'.

b. Park Owner will provide Resident with potable water at an adequate pressure to meet standard everyday needs and to prevent a health hazard from back siphonage. Park Owner is responsible for the maintenance of water lines to the point at which the lines surface from the ground under the mobile home.

c. Park Owner shall provide adequate wastewater disposal that is properly connected to a public sewage system or properly operating subsurface disposal system. Park Owner is responsible for ensuring that the sewage disposal system is serviced adequately to prevent surfacing or back-up. Park Owner is responsible for maintaining the sewage disposal system to the point where it surfaces from the ground under the mobile home.

d. If Park Owner provides household waste removal, it shall be of frequency and or capacity to keep collection areas free from rats, and reasonably free from insects, vermin, and other pests. Park Owner shall not hinder the removal of household waste by Resident.

e. Park Owner shall maintain the common area structures, trash areas, and abandoned mobile homes free from rats and reasonably free from all insects, vermin and other pests.

f. Park Owner will ensure that the common areas and facilities are maintained in a manner which ensures that Resident can utilize them for the intended purposes without adversely affecting their health or safety.

g. [The following assumes that there are no public roads within the park.] Park Owner will keep the park roads reasonably free from hazards and ensure safe and reliable ingress, egress and use without unreasonable interruption on a year-round basis. Park owner will keep park roads reasonably free of potholes and depressions. Park Owner shall provide adequate and timely snow removal and mitigation of any icy conditions.

8. ACCESS

a. Park Owner may enter the Lot with Resident's consent, which shall not be unreasonably withheld, under the following conditions: 1) between the hours of 7:00 AM and 7:00 PM on no less than 12-hours' notice:

- i. when necessary to inspect the Lot;
- ii. to make necessary or agreed repairs, alterations or improvements;
- iii. to supply agreed upon services; or
- iv. to exhibit the lot to prospective or actual purchasers, mortgagees, tenants, workers or contractors.

b. Park Owner may enter the Lot without notice or permission, if, while performing repairs Owner discovers that it is necessary to enter the Lot to complete the repairs, provided that the need could not have reasonably been foreseen at the time the repairs began. However, Park Owner must first attempt to reach Resident by telephone or in person at the mobile home before entering the Lot.

c. Park Owner may enter the mobile home without notice to, or permission from, Resident upon a reasonable belief that there is a likelihood of imminent injury to any person, damage to property or interruption of utility services.

9. SALE OF HOMES LOCATED IN PARKS

a. Resident shall not sell the mobile home in place without the written consent of Park Owner, which consent shall not be unreasonably withheld. Prior to selling a home in the park, Resident shall notify Park Owner by certified mail of the name and mailing address of the prospective purchaser.

b. Resident has the right to place no more than one "For Sale" sign on the home or lot. No large real estate sign posts are permitted.

c. Denial. If the purchaser and his/her household do not qualify under the admission policy or lease terms for the park, Park Owner will have 21 days to indicate so in writing to Resident and the prospective purchaser. (Park Owner must notify the prospective purchaser of the specific reason(s) for which he or she does not qualify.)

d. Approval. If Park Owner approves the prospective purchaser, Park Owner will give the prospective purchaser the proposed written lease with sufficient time for review prior to occupancy.

10. MODIFICATIONS OF LEASE

a) A copy of any new lease, lease amendment(s), additions or deletions from this Lease or the park rules shall be furnished to Resident at least thirty (30) days prior to the effective date of the new or amended lease or rule. Resident shall be deemed to have accepted the new or amended lease or rule unless Resident has objected to Park Owner in writing by the effective date.

b) If the proposed change involves an increase in rent or utility charges, notice must be given 60 days prior to the increase. Notice of lot rent increases will be given according to 10 V.S.A. § 6251.

11. TERMINATION OF LEASE BY RESIDENT

Resident may terminate this Lease by giving Park Owner at least thirty (30) days notice in writing stating the Resident's intention to terminate this Lease and vacate the Lot.

12. TERMINATION OF LEASE BY PARK OWNER

a) Park Owner may terminate this Lease for nonpayment of rent, for a substantial violation of this Lease, or if Park Owner is closing all or part of the mobile home park requiring removal of Resident's mobile home.

b) Park Owner must provide Resident with written notice of the reason for an intended eviction. The notice must be sent by registered or certified mail. If back rent is owed, the notice must also state that Resident has 20 days to pay the past due rent.

c) Park Owner shall go through the court process to evict Resident. Park Owner may not move Resident's mobile home without Resident's permission or a written court order. Park Owner also may not interrupt utility services in any way to try to force Resident to leave the park.

d) In the event of the closure of all or part of the park that affects Resident, Park Owner shall notify Resident and the Commissioner of Housing and Community Development by certified mail at least eighteen (18) months prior to the planned closure date. Unless Park Owner has no plans to sell the property within five years, Park Owner will give each owner of a mobile home in the park a Notification of Intent to Sell pursuant to 10 V.S.A. Section 6242 before giving any closure notice.

13. ABANDONMENT

a. A mobile home will be considered abandoned if all of the following conditions exist:

- 1) A reasonable person would believe that the mobile home is not occupied as a residence;
- 2) The lot rent is at least 30 days delinquent; and
- 3) Park Owner has attempted to contact Resident at Resident's home, last known place of employment and last known mailing address without success.
- 4) Resident has been evicted and fails to remove or sell the mobile home within three months after the execution of a writ of possession pursuant to 12 V.S.A. chapter 169 or as otherwise ordered by the Court.

b. Abandonment of the mobile home is a substantial violation of this Lease and may result in immediate eviction proceedings.

c. Park Owner may pursue court action to remove or sell an abandoned mobile home in accordance with 10 V.S.A. § § 6249.

14. FURTHER CONDITIONS AND AGREEMENTS

a. This Lease contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions and neither party has relied upon any representation, express or implied, not contained in this Lease. This Lease cannot be changed or supplemented orally. If more than one person shall be or become Resident hereunder, then the obligations of Resident hereunder, shall be deemed to be the joint and several obligations of each such person.

b. At any time upon request, Park Owner will provide a copy of this Lease to Resident.

c. This Lease will remain in effect unless modified or terminated as provided for elsewhere in this Lease.

15. PARK RULES (Optional - this can be deleted if the park rules are included in lease)

The Park Rules are attached hereto as Appendix A, and they, and any future amendments thereto, are expressly made a part of this Lease, and Resident agrees to abide by such Park Rules.

16. NOTICE

Any notice required to be given to any party hereto shall be sufficient if mailed and addressed as follows:

To Park Owner: _____

To Resident: _____

Signed and Accepted:

Park Owner/Agent

Date

Resident

Date

Resident

Date