**CREEK VALLEY MOBILE HOME PARK**

**RENTAL LEASE**

This agreement is made **XX/XX/20XX** by and between **XXXXXXXXXXXXXXXX** (Tenant) and CREEK VALLEY MOBILE HOME PARK (Landlord). Landlord leases to Tenant, and Tenant hereby leases from Landlord under the following conditions the lot located at:

**XXXXXXXXXXXX**

**Battle Creek, MI 490XX**

LEASE: The term of this lease shall be for a period beginning **XX/XX/20XX** and ending **XX/XX/20XX**. This lease is subject to the Tenant Laws of this State and any amendments here after. Court action (if necessary) shall be taken within Calhoun County. If Tenant remains in possession of the above described premises after **XX/XX/20XX** (expiration date) without any new lease of the premises being entered into between the parties hereafter, such continued possession, if rent is paid by Tenant and accepted by Landlord, shall create a month to month lease, which may, at any time, be terminated by either party by 30 days written notice given to the other party. If A new long-term lease (minimum 5 years) is not entered between Tenant and Landlord prior to the expiration date, the base rent shall be increased by an additional $50.00 per month.

DEFAULT: Failure of Tenant to pay monthly lease payments, or otherwise perform under the terms of the lease, shall constitute a default of this lease and shall entitle Landlord to immediately begin eviction proceedings. Should Landlord institute any action as a result of default of any provision of this lease, Landlord shall be entitled to actual attorney fees and all costs incurred to be paid by Tenant.

TERMINATION OF LEASE: Tenant may terminate their tenancy for breach of this agreement by Landlord, only after 30 days prior written notice, specifically setting forth said cause, 30 days being deemed a reasonable period of time to allow Landlord to correct the deficiency complained of. Written communication for any purpose should be addressed to Creek Valley Mobile Home Park, 70 Creek Valley Circle, Battle Creek, MI 49017.

FIRST RIGHT OF REFUSAL: Tenant grants Landlord the right of first refusal in the event Tenant desires to sell their home. Tenant must present Landlord with a written signed and dated purchase agreement from a third party which desires to purchase the home. Landlord will have seven (7) business to conduct its due diligence and either enter into a purchase agreement with Tenant for the home at the same specified terms or forfeit its right to purchase the home. During the period of due diligence, Tenant will grant Landlord and its assignees the necessary access to the home to be able to perform any and all inspections as required. For every day that Tenant fails to grant Landlord and its assignees access to the home it shall extend the due diligence period the same. If Landlord forfeits its right to purchase the home, Tenant shall then be free to enter into a transaction with the afore mentioned third party to sell the home to the third party at the same specified terms.

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Tenant initial **XX/XX/20XX**

SECURITY DEPOSIT: Tenant hereby pays a security deposit of $100.00 Refunds of said security deposit shall be pursuant to PA 348. No refund shall be issued in the event that a 30-day written notice is not given by Tenant and received by Landlord, 30 days being deemed a reasonable period of time to allow Landlord to rent said premises. Within thirty (30) days of termination of this tenancy, the Tenant shall provide the Landlord with a current address so that Landlord may return the security deposit, or any portion thereof. Should Tenant fail to provide such address, or make adequate demand within said period, landlord shall have no further obligation of the terms of this section. Section 3 of PA 348 of the State of Michigan provides:

**“YOU MUST NOTIFY YOUR LANDLORD IN WRITING WITHIN FOUR (4) DAYS AFTER YOU MOVE OF A FORWARDING ADDRESS WHERE YOU CAN BE**

**REACHED AND YOU WILL RECEIVE MAIL. OTHERWISE YOUR LANDLORD**

**SHALL BE RELIEVED OF SENDING YOU AN ITEMIZED STATEMENT OF DAMAGES AND THE PENALTIES INHERENT TO THAT FAILURE.”**

UTILITY PAYMENTS: Unless otherwise stated in your rental lease and/or rules and regulations, utilities and home/property maintenance shall be paid for and/or services provided by as the following:

1. Electricity - Tenant 6. Excessive garbage collection - Tenant

2. Gas - Tenant 7. Cable or satellite TV - Tenant

3. Water - Tenant 8. Yard maintenance - Tenant

4. Sewer - Tenant 9. Snow removal (site) - Tenant

5. Garbage collection - Tenant 10. Snow removal (roads) - Landlord

PET CHARGES: There is a $5.00 per month per pet charge for all pets within a home, whether on a temporary or permanent basis. This applies to all pets that are not confined to a cage, tank, bowl, etc. which is kept within the confines of the home 100% of the time.

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TYPE OF PET NAME

***USE OF PREMISES: Premises shall be used for the primary residence of Tenant. There is a limit of two (2) persons per unit with an additional rental charge of $10.00 per person over this number. No Tenant may take in another person as a roomer without written notification from Landlord. No tenant may under any circumstances sublet said premises. Any person (s) residing in a home for more than thirty (30) days shall be considered a permanent Tenant and shall be registered with Landlord.***

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Tenant initial **XX/XX/20XX**

OTHER PERSONS RESIDING IN HOUSE BIRTHDATE RELATION TO TENANT

RENT PAYMENTS: The monthly rental for the premises shall be **$XXX.00**, payable the **1st 5th** of each month per the following schedule:

BASE RENT **$XXX.00**

PET CHARGE **$XXX.00**

EXTRA PERSON(S) CHARGE **$XXX.00**

DISCOUNT **$XXX.00**

TOTAL MONTHLY RENT **$XXX.00**

(not including utilities or other charges)

Fees for not paying rent ‘on time’ are as follows. **‘On Time’ is defined as “all monies due to Creek Valley being in the physical possession of Creek Valley”. Payments postmarked on or before the due date but not received by the due date and due time does not constitute an on-time payment. Payments dropped in the drop box after 5:00 PM on the due date does not constitute an on-time payment. It (the payment) must be in the physical possession of Creek Valley:**

1. If rent is not received in full by 5:00 PM on the **1st 5th** of each month there shall be a $25.00 late fee imposed.

2. If rent is not received in full by 5:00 PM on the 8th of each month there shall be an additional $25.00 late fee imposed.

3. If rent is not received in full by 5:00 PM on the 15th of each month there shall be an additional $25.00 late fee imposed.

4. If rent is not received in full by 5:00 PM on the 22nd of each month there shall be an additional $25.00 late fee imposed.

5. If rent is not received in full by 5:00 PM on the last day of each month there shall be an additional $25.00 late fee imposed.

In addition to the above stated late fee schedule, a charge of $5.00 will be added to your account with Creek Valley if we mail to you a **DEMAND FOR POSSESSION NON-PAYMENT OF RENT Landlord-Tenant** notice for your delinquent site payment.

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Tenant initial **XX/XX/20XX**

In the event a rent check is returned to Landlord as not paid for any reason, a $35.00 charge will be assessed against that check. In addition, all late fees will be imposed until Tenant makes payment in full. No receipts will be issued for rent payments or any other payments, as Landlord does not wish to have cash on hand. Cash will be accepted, but again, no receipt will be issued. The rental rate specified in this agreement shall not be increased by Landlord unless a 30-day notice is given first and the expiration date of this lease has expired.

Adjustments: As authorized by the Truth in Rent Act (MCL 554.631 to 554.641), Management shall have the right to make the following adjustments in this Lease upon written notice to Resident of not less than thirty (30) days.

* 1. Changes required by federal, state or local law or rule or regulation.
  2. Changes in rules relating to the property, including the premises, which are required to protect the physical health, safety or peaceful enjoyment of the residents and guests in the mobile home park.
  3. Changes in the amount of rent to cover additional costs in operating of the Mobile Home Park **(not to exceed 3% of base cost rent)** incurred by Management because of increases in, but not limited to, property taxes, charge for the electricity, heating fuel, water or Sanitary sewer services consumed at the mobile home Park, or increases in Premiums paid for liability, fire or worker’s compensation insurance.
  4. Changes in the amount of utility charges (water, sewer, sanitation services, recycling services, sewer readiness charges) to cover additional costs in the operation and maintenance of the Mobile Home Park incurred by Management, or maximum charges allowed.

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Tenant initial **XX/XX/20XX**

**NOTICE: MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH IN RENTING ACT. IF YOU HAVE A QUESTION ABOUT THE INTERPRETATION OR LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER. HEADINGS USED WITHIN THIS AGREEMENT ARE FOR CONVENIENCE ONLY AND DO NOT LIMIT OR AMPLIFY THE TERMS OF THIS LEASE. THE PROVISIONS OF THIS AGREEMENT ARE SEVERABLE. IN THE EVENT ANY PROVISION IS HELD TO BE UNENFORCEABLE BY ANY COURT OF LAW FOR ANY REASON WHATSOEVER, THE REMAINING PROVISION SHALL CONTINUE IN FULL FORCE AND EFFECT.**

THE UNDERSIGNED HEREBY ACKNOWLEDGES RECEIVING A COPY OF THIS AGREEMENT. TENANT DOES HEREBY EXECUTE AND AGREE TO THE ABOVE LEASE.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **XX/XX/20XX**

Tenant Date

***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* XX/XX/20XX**

Landlord Date