**LAKESHORE MOBILE HOME PARK**

**MOBILE HOME SPACE RENTAL AGREEMENT**

This Lease Agreement (“Agreement”) is made and executed by and between LAKESHORE MOBILE HOME PARK (“Lessor”) whose mailing address is

 PO BOX 1324 WINTER PARK, CO 80482 and (“Lessees” or “Residents”) known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ mailing address, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the Mobile Home Space, # \_\_\_\_.

 **1. SPACE:** In consideration of the agreements and covenants mentioned hereinafter, Lessor hereby leases to Lessee the home site described as **SPACE # \_\_\_** located in LAKE SHORE MOBILE HOME PARK (“Premises”), in the above written Community, in the County of Grand, State of Colorado. The Space shall be used solely for the purpose as an owner occupied, single family, private dwelling place.

 **2. TERM:** The term of this Agreement shall commence on (date)\_\_\_\_\_\_\_\_\_\_\_\_\_ and shall continue for \_\_\_\_months at the lessee’s request. EACH YEAR ON \_\_\_\_\_\_\_\_\_\_\_, THE THEN CURRENT RENT SHALL BE INCREASED BY $15.00. Than shall be month to month until terminated in accordance with the provisions hereof.  **THIS IS THE TERM OF THE TENANCY** (C.R.S 38-12-207 & C.R.S. 38-12-103)

 **3. SPACE RENT:** Lessee shall pay to Lessor, in advance, monthly space rent of **$\_\_\_\_\_\_** + **$\_\_\_\_\_\_\_** (for electric Dryer) for the total of **$\_\_\_\_\_\_\_\_\_** per calendar month for rental of Space #\_\_\_\_, payable toLAKESHORE MOBILE HOME PARK, due on or before the first (1st) day of each month. **THIS IS THE DAY YOUR RENTAL PAYMENT IS DUE AND PAYABLE.** The prorated rental from the date of move-in to the first day of the month following is **$\_\_\_\_\_** Rent shall be paid either by valid check or money order and mailed to PO BOX 1324 Winter Park CO 80482 or placed in the DROP BOX located in the office door at space # 27. If rent is not received by Lessor on or before 5:00 p.m. on the **5th** day of the month, a late fee of **$50.00** will be assessed (**THIS IS THE DAY WHEN UNPAID RENT SHALL BE CONSIDERED IN DEFAULT)** as well as a charge of ten and no/100 Dollars **($10.00)** per day, after 10 days, until all late rent payments and late charges have been paid. In addition, future payments must then be made only by certified check, cashier’s check or money order. If any fees and/or late charges have been charged to the Lessee’s account, any payments made to the account, rent or otherwise, shall be applied first towards any such accrued late fees, prior to its being applied towards any rent payments. The remainder of any monies received by Lessor from Lessee shall be applied to past due rent then to current rent. AT ANY TIME DURING THE TERM OF THIS AGREEMENT, LESSOR MAY INCREASE THE AMOUNT OF RENT DUE BY PROVIDING AT LEAST SIXTY (60) DAYS PRIOR NOTICE TO LESSEE PRIOR TO THE EFFECTIVE DATE OF ANY SUCH INCREASE. UNLESS THE PARTIES AGREE OTHERWISE IN WRITING,

 Additionally, a charge of **$60.00** will be made for all checks returned due to insufficient funds or for any other reason. (See 38-12-204)

 **4. LOT RENT AND DEPOSIT:** As a further consideration for the execution of the Agreement by Lessor, and in addition to the rent agreed to be paid herein, Lessee agrees to pay Lessor the sum of **$ \_\_\_\_\_** as a security deposit upon execution of this Agreement (“Security Deposit”). Lessor shall refund all or portion of the security deposit to the Lessee within sixty (60) days of expiration or termination, if during the term of this Agreement, Lessee has promptly paid rent as provided herein, has complied with each and all terms and conditions set forth herein and has vacated lot and Premises, leaving it in a good and clean condition, reasonable wear and tear alone excepted. At least thirty (30) days written notice of intent to vacate must be given to Lessor by Lessee prior to move out. Lessee shall provide Lessor with a forwarding address upon expiration or termination of the Agreement within thirty (30) days after the expiration or termination of this Agreement. (38-12-207 38-12-103)

 **5. USE OF PREMISES:** The Premises will be used solely as a site for the placement of the manufactured/mobile home described as follows:

* Name of Manufactured Home’s Legal owner(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Address of Legal owner(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Make of Manufactured Home: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Year of Manufactured Home: \_\_\_\_\_\_\_\_\_\_\_\_
* Name and address of Lien Holder, if any: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **6. OCCUPANCY:** The Premises shall be occupied only by the following named adults and their children, all adult residents are named as a Lessee above, and are jointly and severally liable with regard to all terms, covenants and conditions herein: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **(This home may be occupied by only \_\_ full time residents)**

 **7. PARK RULES AND REGULATIONS**: The following Rules and Regulations govern Lessees use and occupancy of the space and where applicable, the Premises. **(THESE ARE THE RULES AND REGULATIONS IN EFFECT ON THE DATE OF THIS LEASE)** Lessee agrees that such Rules and Regulations are (a) Their purpose is to promote the convenience, safety, or welfare of the home owners, protect and preserve the premises from abusive use, or make a fair distribution of services and facilities held out for the home owners generally: (b) They are reasonably related to the purpose for which they are adopted; (c) They are not retaliatory or discriminatory in nature; (d) They are sufficiently explicit in prohibition, direction, or limitation of the home owner’s conduct to fairly inform him of what he must or must not do to comply.

1. Guests occupying your mobile home with or without your presence shall be limited to ten (10) days without prior approval from lakeshore management.

1. A limit of two parking spaces per mobile home space. Do not use your neighbor’s lot for parking or use their parking space for any reason. No boats, trailers, or commercial vehicles are to be parked in the mobile home park, except to load or unload. Snowmobiles may be parked from Nov 1st – April 30th.
2. Only one mobile home is permitted per space. Campers, tents, trailers, RV’s are prohibited. Storage of items outside your mobile home is prohibited. No part of the property shall be used for anything other than housing for which the property was designed. Each mobile home shall be used as a residence for a single family.
3. All mobiles must be skirted and insulated with approved metal materials and painted with approved earth tone colors in accordance with Grand County Three Lakes Design Review Regulations. No wood skirting is permitted. All mobiles must leave access entrances to utilities, i.e.; water, sewer and electric.
4. Owners responsibilities:

 1. Spaces are to be kept clean and free of weeds, branches and debris. No outside storage is permitted.

 2. Maintenance and upkeep of gravel drives and or parking area.

 3. Snow removal.

1. Natural gas and wood burning fireplaces are permitted inside mobile home if installed properly according to The Grand County Building Code and mobile home park regulations and approved for mobile homes.
2. Open fires are prohibited unless in an approved fire pit no larger than 36 in in diameter.
3. Electric stoves, heaters, furnace, hot water heater, hot tubs, clothes lines prohibited.
4. All improvements, such as porches, sheds, roofs, etc. must meet county building regulations and lakeshore management must approve all improvements. If applicable a construction/building permit from The Grand County Building Department must be obtained. Fences and landscaping must be approved by management.
5. Residents are allowed 2 domestic pets and all pets must be contained and leashed at all times, this includes cats. Pets causing a disturbance of any kind will not be tolerated. Cleaning up after your pet is mandatory and all animal waste must be picked up immediately. Failure to do so will result in your pet being removed from the Premises.
6. All tenants must have a rental agreement. Rental agreements are not transferable nor may they be sublet. Sale of a mobile home does not automatically renew or guarantee lease of space. Management prior to transfer must approve all new owners and all owners must have a lease prior to moving in. improvements or maintenance items that are required of owners at time of transfer, if not completed, shall automatically pass on to new owners.
7. All mobile homes must be occupied by owners. All owners must sign the Lease.
8. The maximum number of occupants of mobile homes is on a case by case basis based on the size of the home. No additional person or persons may reside in the mobile home other than those originally listed on the Lease and their children without the written consent of management. Any falsification of names or information listed in the Lease for residency will automatically void the Lease and result in termination of the tenancy. Obnoxious or offensive conduct by tenants or guests at or about your space is prohibited and any such activities will be grounds for eviction.
9. Use of firearms or fireworks is prohibited in the mobile home park. Growing, producing or selling of marijuana is not permitted in the park. The use and solicitation of drugs is prohibited in Lakeshore Mobile Home Park.
10. A trash receptacle is placed in the mobile home park for mobile home park residents only. This receptacle is for HOUSEHOLD GARBAGE only. NO CONSTRUCTION DEBRIS, TIRES, BATTERIES, FURNITURE, OLD PAINT, APPLIANCES ETC IS TO BE PUT IN DUMPSTER. DO NOT PUT TRASH OUTSIDE DUMPSTER.
11. All mobile homes must be hooked to natural gas. The costs of hook up and taps shall be covered by owner.
12. All mobile homes must be winterized and protected from freezing. Costs and damages caused by any freezing shall be the responsibility of mobile home owner. Any cost or damage incurred by Lakeshore Mobile Home Park due to the freezing of said mobile home shall be the responsibility of the Lessee.
13. Electric Meters; mobile home owner shall be responsible for damage to the electric meter and power pedestal. No tampering or playing with electric meter will be tolerated.
14. Mobile home owners shall furnish Lakeshore Mobile Home Park management with contact numbers, emergency contact, email address, mailing address.
15. Insurance: Lakeshore Mobile Home Park shall be named as additional insured on all liability insurance policies of all owners and tenants. All mobile home owners shall have a proof of a minimum of $100,000.00 /$50.000.00 liability insurance policy prior to occupancy of mobile home.
16. Water is for domestic use only, no irrigation, pools hot tubs etc.
17. To safeguard the maze of underground electrical lines, water mains, sewer lines etc., lessees shall make no excavation including the driving of stakes, pegs and fence posts below one foot of ground level without prior determination of the place by Lessor.
18. Lessor reserves the right to add to or amend these regulations effective 60 days after written notice is delivered to each tenant.
19. Lessee must give Lessor written notice at least seventy two (72) hours before resident proposes to move the manufactured home either onto or out of the Mobile Home Park. (This notice is different from the notice Lessee must give to terminate this Agreement and end the obligation to pay rent). Lessor has the right to supervise the installation or removal of the mobile home in order to protect the facilities of the park and to safeguard the homes of other Lessees, Lessee must comply with any such instructions. LESSOR DOES NOT PROVIDE LESSEES WITH SERVICES TO REMOVE OR INSTALL MOBILE HOME.
20. Upon termination of the agreement, it is the sole responsibility of the Lessees to remove mobile and manufactured homes from the property within 30 days of termination. Any expenses incurred by management in the removal of the mobile/manufactured home will be the responsibility of the Lessee.
21. Do not store any of your items outside your mobile home. This means: no construction tools, materials, wood, old appliance, tires, furniture, batteries, any and all trash, old snowmobiles, boats, cars and or campers.
22. If emergency maintenance work is required to respond to an immediate danger to Lakeshore Mobile Home Park facilities or to the health or safety of other Lessees, Lessor may do the work and charge the reasonable costs to the applicable Lessee in a written statement. Please do not encumber our utility facilities with anything. This means water hookup, electrical pedestals, sewer hookup, anything blocking these items will be removed if necessary and replaced by owner at owner's expense.
23. Lessee must with 60 days’ notice, at the owner’s expense connect to any upgraded or repaired sewer line, water line, utility services lines provided to the pad, lot or space by the Landlord.
24. Before storing any property in the Lakeshore Mobile Home Park storage area Lessee must register the property with Lessor, and signed storage agreement must be kept on file with Lessor. LESSOR SHALL NOT BE LIABLE FOR ANY DAMAGE TO STORED PROPERTY. Any unregistered property found by Lessor in the storage area will be moved and destroyed. A fee of **$\_\_\_\_\_\_\_\_\_** per month shall be charged for each vehicle stored in storage area.

These Rules and Regulations may be amended without Lessees consent on 60 days written notice to Lessee. (C.R.S.38-12-203)

 **8. INSPECTION BY LESSEE:** Lessee warrants and covenants that a complete inspection of the lot and Premises and all of its facilities has been made and that all of such were found to be in good, safe and habitable condition.

 **9. ASSIGNMENT AND SUBLEASES:** Lessee shall not, without the prior written consent of Lessor, sell, assign, sublet or otherwise transfer any interest in this Agreement, or the lease made hereunder, or the Lots leased hereby or any interest therein. If Lessee attempts to assign the Agreement or allows the Lots to be occupied by anyone other than Lessee, Lessor may collect rent and other charges due under this Agreement from the assignee or occupant, and apply the net amount collected to the amount herein due, and no such collection shall be deemed a waiver of the condition herein against assignment or subletting, or as an acceptance of the assignee or occupant as a lawful resident of the Lot or of the Premises, and in such case, Lessee shall remain liable to Lessor for all provisions of this Agreement.

 **10. TRANSFER OF LESSOR’S INTEREST:** In the event the Lessor sells assigns or otherwise transfer interest in the Lakeshore Mobile Home Park or manufactured home, this Agreement shall be binding on the purchaser, assignee or transferee. Lessor shall be automatically relieved of any obligations or liability hereunder as of the date of such sale, assignment, or transfer, provided that the obligations and liability hereunder are assumed in writing by said purchaser, assignee or transferee. All new residents must be complete on application approval process and have written approval prior to move in.

 **11. REPAIRS:** Lessee has the duty to repair or remedy, or to pay for the repair or remedy, of any of the following conditions that may occur to the Lot during the term of this Agreement, or any renewal or extension hereof:

A. damage from wastewater stoppages or backup caused by foreign or improper objects in lines that exclusively serve the Lot;

 B. all other conditions which are caused by Lessee, a lawful occupant in the Lot, a member of the Lessee’s family, a guest or invitee of Lessee, and which are not caused by normal wear and tear.

 **12. INDEMNIFICATION:** Lessee hereby agrees to indemnify and hold Lessor harmless for any injury, death, or criminal acts of residents and guests, to any person or damage to any property arising out of the use of the Lot or Premises by Lessee, Lessee’s family, agents, employees, guests, or invitees. Lessee is to keep the manufactured/mobile home and Lot in good and safe condition, and notify Lessor immediately of any unsafe or unsanitary conditions in the Lot or upon Premises. Lessor shall not be liable to Lessee for any damages arising out of any actions or negligence on the part of any other Lakeshore Mobile Home Park residents of their families, agents, employees, guests, or invitees. Lessee agrees to pay Lessor for any damages caused by Lessee, Lessee’s family, agents, guests or invitees, whether such damage is sustained by said Lakeshore Mobile Home Park resident, said Lakeshore Mobile Home Park resident’s family, agents, employees, guest or invitees.

The Lessor and management shall not be liable for any damages occasioned by failure to keep the park premises in repair, shall not be liable for any damage caused by plumbing, gas, water, steam or other pipes, sewage, or the bursting, leaking, or running of any pipe, tank, wash tank, water closet or waste type, in, above, upon or about the park premises; shall not be liable for any damage occasioned by water, snow or ice coming through or being upon the park premises; and shall not be liable for any damage arising from act or negligence of other residents, occupants, or owners, either park premises or property adjacent to the park premises. The Lessor assumes no responsibility for any electrical failure of any nature.

 **13. WAIVERS:** No failure by Lessor to enforce any provision of the Agreement after default or breach by Lessee shall be deemed a waiver of Lessor’s right subsequently to enforce any and all provisions of this Agreement upon any other or further default or breach on the part of Lessee. All remedies contained herein are cumulative and agreed to by the parties without impairing any rights of remedies of Lessor, whether said rights or remedies are herein referred to or not. The obligation of Lessee to pay rent shall not be deemed to be waived, released or terminated by the service of a notice to vacate, notice to terminate, notice of breach, demand for possession, or institutions of any legal default or breach my Lessee, not shall such acceptance reinstate, continue or extend the term of the Agreement or affect any notice, demand or suit in connection with such Agreement. No payment by Lessee or receipt by Lessee of any amount less than the total rental and charges due shall be deemed to be other than on account of the rent and charges due, nor shall any endorsement on any check not any letter accompanying such partial payment be deemed an accord and satisfaction, and Lessor may accept such partial payment without prejudice to Lessor’s rights to collect the balance of rent and charges due.

 **14. EMINENT DOMAIN:** In the event that any governmental body or agency, or any entity which has the right of eminent domain, takes or condemns all or any part of the Lot or Premises that it is no longer reasonably suitable for use as a mobile home park for any public purpose by right of eminent domain (or any private purchase in lieu of the exercise of the right of eminent domain), this Agreement shall terminate on the date that possession of such property is taken. No part of any award or purchase price made or paid for such a partial or complete taking shall be apportioned. Lessee hereby renounces, and assigns to Lessor, any claim, right, title, or interest which Lessee might have in any such award or purchase price. Lessor shall, however, have no claim to, nor assignment of, any award or payment to Lessee for the taking, condemnation, or purchase of any personal property belonging to Lessee and removable upon the termination of the Agreement.

 **15. TERMINATION BY LESSOR FOR NONPAYMENT OF RENT:** This lease and your tenancy may be terminated upon the Lessor's written notice to the Lessee requiring, in the alternative, payment of rent or the removal of the Lessee’s unit from the Premises, within a period of not less than five days after the date notice is served or posted, for failure to pay rent when due. When Lessee’s right of occupancy is terminated, Lessee shall pay all rental or other sums due or owed to Lessor and shall peacefully surrender possession of the Premises and remove all Lessee’s property pursuant to this Agreement; failure to do so shall be deemed a breach of this Agreement.

 **16. TERMINATION BY LESSOR FOR OTHER REASONS:** This lease and your tenancy may also be terminated for one or more of the following reasons:

1. Failure of the Lessee to comply with local ordinances and state laws and regulations relating to mobile homes and mobile home lots;
2. Conduct of the Lessee, on the mobile home park premises, which constitutes an annoyance to other Lessees or interference with park management;
3. Failure of the Lessee to comply with written rules and regulations of the mobile home park either established by the management in the rental agreement at the inception of the tenancy, amended subsequently thereto with the consent of the Lessee, or amended subsequently thereto without the consent of the Lessee on sixty (60) days written notice if the amended rules and regulations are reasonable.
4. Condemnation or change of use of the mobile home park.
5. The making or causing to be made, with knowledge, of false or misleading statements on an application for tenancy;
6. Conduct of the home owner or any lessee of the home owner or any guest, agent, invitee, or associate of the home owner or lessee of the home owner; that:

I. Occurs on the mobile home park premises and unreasonably endangers the life of the landlord, any home owner or lessee of the mobile home park, any person living in the park, or any guest, agent, invitee, or associate of the home owner or lessee of the home owner;

II. Occurs on the mobile home park premises and constitutes willful, wanton, or malicious damage to or destruction of property of the landlord, any home owner or lessee of the mobile home park, any person living in the park, or any guest, agent, invitee, or associate of the home owner or lessee of the homeowner;

III. Occurs on the mobile home park premises and constitutes a felony prohibited under article 3,4,6,7,9,10,12 or 18, C.R.S.; or

IV. Is the basis for a pending action to declare the mobile home or any of its contents a class 1 public nuisance under section 16-13-303, C.R.S.

When Lessee’s right of occupancy is terminated, Lessee shall pay all rental or other sums due or owed to Lessor and shall peacefully surrender possession of the Premises and remove all Lessee’s property pursuant to this Agreement; failure to do so shall be deemed a breach of this Agreement.

**17. TERMINATION BY LESSEE:** Rental periods pursuant to this Agreement begin on the first day of the month and end on the last day of the month. If Lessee wishes to terminate this Agreement and leave the Premises, Lessee must notify Lessor in writing at least one full rental period in advance. This Agreement and Lessee’s obligation to pay rent will end when one full rental period has passed after the date Lessor receives such written notification, even if the Lessee moves out earlier. If Lessee does move out of the Park before this Agreement ends, Lessee must still pay rent through the end of the first full rental period following Lessor's receipt of such written notice. By way of example, if Lessee wants to terminate the Lease during the month of June, Lessee must give notice on or prior to May 1. Lessee will remain liable for rent for the entire month of June.

**18. NOTICE:** Notice of termination for nonpayment of rent or for any other reason shall be as provided for by the applicable section of the “Mobile Home Park Act”, C.R.S. 38-12-200.1 et. seq as now enacted or hereafter amended. If the Mobile Home Park Act is repealed in its entirety or as to the notice provisions therein notice shall be, as required by the aforesaid Act as of July 1, 2015.

**19. ATTORNEY’S FEES:** In the event Lessor commences litigation to construe or enforce the terms, conditions and covenants of this agreement or to recover damages for breach of this agreement or to obtain possession of the premises or to collect a judgement rendered against Lessee for any of the above, Lessor shall be entitled to recover its reasonable attorney’s fees and cost.

**20. AMENDMENTS:** The Agreement, along with the Rental Application, the Park Rules and Regulations, and now enacted or hereafter amended, constitutes the entire agreement between the parties; Lessee certifies that no other representations, either written or oral, were made by Lessor or relied on by Lessee as an inducement for the execution of, or as consideration for, this Agreement. Lessee acknowledges receipt of a copy of each of these documents and agrees that such shall not be modified or amended except as may hereafter expressly be set forth in writing and executed by the parties or except as may otherwise be provided herein.

**21. MISCELLANEOUS:** This Agreement shall be governed by the laws of the State of Colorado. Lessee acknowledges having read and understood all of the terms and provisions of this Agreement and agrees to be bound thereby. All references to “Lessee” herein shall include and mean all occupants of the manufactured home set forth in the Application. The term “Lessor” shall include and refer to the Park owner or other designated representative or Lessor. Time is of the essence of this Agreement. The provisions of this Agreement shall be severable; if any provision is held invalid or unenforceable by any court of law for any reason whatsoever, the remaining provisions shall not be affected and shall be in full force and effect.

This is the name and address where a manager's decision can be appealed:

LAKESHORE MOBILE HOME PARK PO BOX 1324 WINTER PARK, CO 80482

SIGNATURES

 SIGN\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lessor- Michael Phillips

SIGN\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lessee-

 SIGN\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Lessee-

 Version 7.1.2018