

**MOBILE HOME and LOT LEASE AGREEMENT**  
**Riley Management, LLC d/b/a Castaways Estates and**  
**Two Notch Management, LLC**

This document contains the Lease (Pages 1-11), the Park Rules and Regulations (Pages \_\_\_\_\_), the Resident Information Sheet (Page \_\_\_\_\_) and the Pet Addendum (Page \_\_\_\_\_).

**This Lease Agreement ("Lease") is entered by and between Riley Management, LLC ("Landlord") and \_\_\_\_\_ ("Tenant"). Landlord and Tenant may collectively be referred to as the "Parties". This Lease creates joint and several liability in the case of multiple Tenants.**

**WITNESSETH:**

That in consideration of the mutual agreements herein contained, Landlord and Tenant hereby agree and covenant to and with each other as follows:

**1. LEASED PREMISES; TERM OF LEASE; ETC.**

- 1.1 Leased Premises.** Landlord leases to Tenant and Tenant rents from Landlord, the mobile home and manufactured home space located at \_\_\_\_\_ S. Sandstone, Lot \_\_\_\_\_, Terre Haute, IN 47802 (the "Premises"), together with all appliances therein to Tenant.
- 1.2 Original Term.** This Lease shall commence on \_\_\_\_\_ and, unless sooner terminated pursuant to any of the terms hereof, shall continue month-to-month (the "Lease Term").
- 1.3 Renewal Term.** Upon expiration of this primary term, this Agreement shall automatically renew month-to-month unless either party gives written notice of termination at least thirty (30) days before the Lease Contract term or renewal period ends, or unless all parties sign another Lease Contract.
- 1.4 Use of Premises and Application Approval.** A Rental Application ("Application") must be approved by Landlord before Tenant shall have the right to use or occupy the Premises. Only those persons listed in said Application shall be permitted to occupy the Premises. Tenant shall use the Premises as a residence only, and for no other purpose. The Premises shall not be used to carry on any type of business or trade, unless Tenant has received the prior written consent of the Landlord. Tenant will comply with all laws, rules, ordinances, statutes and orders regarding the use of the Premises.
- 1.5 Inspection of Premises.** Tenant or Tenant's agent has inspected the Premises and the Furnishings, the fixtures, the grounds, building and improvements and acknowledges that: (i) the Premises are in good and acceptable condition and are habitable; and (ii) the Furnishings are in good and acceptable condition. If, in

Tenant's opinion, the condition of the Premises or the Furnishings has changed at any time during the Lease Term, Tenant shall promptly provide reasonable notice to Landlord.

- 1.6 Occupants of Premises.** Tenant agrees that no more than persons may reside on the Premises unless Tenant has received the prior written consent of the Landlord.

## **2. RENT PAYMENTS, LATE FEES.**

- 2.1 Rent.** Tenant shall pay to Landlord during the Lease Term as rent for the Premises and Furnishings the amount of \$ ("Rent") each month in advance on the first day of each month. Total lease amount is portioned as Home Rent of \$\_\_\_\_\_ and Lot Rent of \$\_\_\_\_\_ starting on \_\_\_\_\_ through \_\_\_\_\_. If the Lease Term does not start on the first day of the month or end on the last day of a month, the Rent for the relevant month will be prorated accordingly. Tenant's right to possession of the Premises is expressly contingent upon the prompt and timely payment of rent and other charges due hereunder, and the use of the Premises by Tenant is obtained only on the condition that such sums are promptly and timely paid. Tenant shall pay promptly all sums other than rent pursuant to the provisions of this Agreement within seven (7) days following Landlord's delivery of a statement of account therefore. Monies received by Landlord from Tenant shall first be applied to discharge any past due amounts, including, but not limited to, past due late charges, check charges, key charges and utility bills owed by Tenant. After such past due amounts have been paid, the remainder of any monies received by Landlord from Tenant shall be applied to past due rent, then to current rent.
- 2.2 Manner of Payment.** The Rent, and all other sums payable by Tenant to Landlord under this Lease, shall be payable in lawful money of the United States of America (except cash) and shall be paid to Riley Management, LLC (the Landlord) at the rent collection box on the premises.
- 2.3 If You Do Not Pay Your Rent on Time.** You will be charged a late fee for any payment made after the fifth (5th). If no rent is paid by the fifth (5<sup>th</sup>), you will be given a ten (10) day notice. If it is still not paid with the One Hundred (\$100) late fee after the ten-day notice is given, you will be evicted.
- 2.4 Late Fees.** If any amounts due under the Lease are more than five (5) days late, Tenant agrees to pay a late fee of One Hundred Dollars (\$100).
- 2.5 Insufficient Funds.** Tenant agrees to pay the charge of Twenty-Five Dollars (\$25.00) for each check provided by Tenant to Landlord that is returned to Landlord for lack of sufficient funds or for any other reason.

## **3 SECURITY DEPOSIT.**

- 3.1 Security Deposit.** On execution of this Lease, Tenant shall deposit with Landlord, in Trust, a security deposit of \$\_\_\_\_\_ (the "Deposit"), as security for the performance of Tenant's obligations under this Lease. Security Deposit is portioned as -\$0- Home Deposit and \$\_\_\_\_\_ Lot Deposit. Landlord may (but shall have no obligation to) use the Deposit or any part thereof to cure any breach or default of Tenant under this Lease, or to compensate Landlord for any damage as it incurs as a result of Tenant's failure to perform any of Tenant's obligations hereunder. Landlord is not limited to the Deposit to recoup damage costs, and Tenant remains liable for any balance. Tenant shall not apply or deduct any portion

of the Deposit from any month's rent, including the last month of the rental term. Tenant shall not use or apply the Deposit in lieu of payment of Rent. If Tenant breaches any terms or conditions of this Lease, Tenant shall forfeit the Deposit, as permitted by law.

- 3.2 Return of Deposit.** In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this Lease, the Deposit shall be returned to Tenant after the date fixed as the end of the Lease and after delivery of entire possession of the Premises and Furnishings to Landlord. After Tenant vacates the leased premises, a final cleaning of the leased premises, furnishings and appliances, including but not limited to, shampoo or steam cleaning of carpets, shall be performed by Landlord or Landlord's agents or employees, if determined by Landlord, in Landlord's sole and absolute discretion, to be necessary to restore the leased premises to their pre-lease condition. It is expressly understood, acknowledged and agreed that the cost of such final cleaning shall be deducted from Tenant's Security Deposit.

## **4 DEFAULT**

- 4.1 Event of Default.** If Tenant defaults in fulfilling any of the covenants of this Lease, Tenant shall be in default of this Lease. Then, in any one or more of such events, subject to any statute, ordinance or law to the contrary and upon Landlord serving a written notice upon Tenant specifying the nature of said default and upon the expiration of said notice, if Tenant does not cure a default of which he has been notified, or if the default cannot be completely cured or remedied, Landlord may at Landlord's option: (i) cure such default and add the cost of such cure to Tenant's financial obligations under the Lease; or (ii) declare Tenant in default and terminate the Lease.
- 4.2 Physical Remedies.** If the notice provided for in Section 4.1 has been given, and the terms shall expire as noted, or if Tenant shall make default in the payment of Rent, then Landlord may without notice, as permitted by law, re-enter the Premises either by force or otherwise, dispossess Tenant by summary proceedings or otherwise, and retake possession of the Premises and Furnishings. Tenant hereby waives the service of notice of intention to re-enter or institute legal proceedings to that end.
- 4.3 Financial Remedies.** In the event of any default, re-entry, expiration and/or dispossession by summary proceedings or otherwise, (i) the Rent shall become due thereupon and be paid up to the time of such re-entry, dispossession or expiration, together with such expenses Landlord may incur for legal expenses, attorneys fees, brokerage, and/or putting the Premises in good order; (ii) Landlord may re-let the Premises or any part or parts thereof; and/or (iii) Tenant shall also pay Landlord liquidated damages for his failure to observe and perform the covenants in this Lease. Landlord may, at his sole option, hold Tenant liable for any difference between the Rent payable under this Lease during the balance of the Lease Term, and any rent paid by a successive Tenant if the Premises are re-let. In the event that after default by Tenant, Landlord is unable to re-let the Premises during any remaining term of this Lease, Landlord may at his option hold Tenant liable for the balance of the unpaid Rent under the Lease for the remainder of the Lease Term.
- 4.4 Release of Tenant.** In the event that Tenant is now or becomes (except for voluntary enlistment) a member of the Armed Forces of the United States on active duty and receives change-of-duty orders to depart the local area, or is relieved or discharged from active duty, then Tenant may terminate this Agreement by giving Landlord thirty (30) days written notice, provided that Tenant is not otherwise in default or breach. In such event Tenant agrees to furnish Landlord a certified copy of such official orders which warrant termination of this Agreement. It is expressly provided, however, that orders authorizing base housing shall not constitute

change-of-duty orders warranting termination by Tenant. Tenant shall not be released from this Agreement for any other reason.

- 4.5 Termination.** Resident's right to occupancy shall terminate or may be terminated as follows: (a) at the end of the term of this Agreement on thirty (30) days written notice by either Tenant or Landlord; (b) at any time Tenant shall be in default on or in breach of any provision of this Agreement (or the other documents incorporated herein and made a part hereof by reference) upon three (3) days written notice of such breach or default given by Landlord; (c) in accordance with the terms and provisions hereof relating to eminent domain; (d) in accordance with the terms and provisions hereof relating to release of Tenant; or (e) at such other time as may be agreed to by the parties hereto in writing. When resident's right of occupancy is terminated, Tenant shall pay all rental or other sums due or owed to Landlord and shall peacefully surrender possession of the Premises and remove all Tenant's property pursuant to this Agreement. Failure to do so shall be deemed a breach of this Agreement.

## **5 QUIET ENJOYMENT**

- 5.1 Quiet Enjoyment.** Landlord covenants and agrees with Tenant that upon Tenant paying Rent, and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed under this Lease, Tenant may peaceably and quietly enjoy the Premises, subject nonetheless to the terms and conditions of this Lease.
- 5.2 Noise.** Tenant shall not cause or allow any unreasonably loud noise or activity in the Premises that might disturb the rights, comforts and conveniences of other persons.

## **6 ASSIGNMENT AND SUBLETTING**

- 6.1 Assignment.** Tenant expressly covenants that it shall not assign or sublease any interest in this Lease without prior written consent of the Landlord, which consent shall not be unreasonably withheld. Any assignment or sublease without Landlord's written prior consent shall, at Landlord's option, terminate this Lease. No assignment, underletting, occupancy or collection shall be deemed a waiver of the provisions of this Lease, the acceptance of the assignee, undertenant or occupant as tenant, or release of Tenant from the further performance by Tenant of covenants on the part of Tenant in this Lease.

## **7 THE PREMISES POSSESSION; UTILITIES; KEYS; SIGNS.**

- 7.1 Possession and Surrender.** Tenant shall be entitled to possession of the Premises on the first day of the Lease Term, and Tenant shall not be obliged to accept possession of the Premises prior to the first day of the Lease Term. At the expiration of the Lease Term, Tenant shall peaceably surrender the Premises and the Furnishings to Landlord or Landlord's agent in good condition, as it was at the commencement of the Lease, subject to ordinary wear and tear.
- 7.2 Utilities and Services.** Tenant will be responsible for all utilities and services required on the Premises (electricity, natural gas, water). Landlord will provide sewer and trash pick-up.
- 7.3 Keys.** Tenant will be given two (2) keys to the Premises. The entrance doors and one (1) mailbox key. Tenant shall be charged Fifty Dollars (\$50) if all keys are not returned to Landlord following termination of the Lease.
- 7.4 Other Provisions.** Management is responsible for providing water and sewer and gas (if applicable) and electric up to the point of connection of the mobile home. The resident is responsible for all maintenance from

that point of connection to the mobile home. In addition, Resident is required to heat tape and insulate all exposed water lines, meter pits, and meters. Should there be a break due to the heat tape not functioning, then the resident is responsible for the cost of replacement.

- 7.5 Display of Signs.** Landlord or Landlord's agent may display "For Sale", "For Rent", "Vacancy" or similar signs on or about the Premises and enter to show the Premises to prospective tenants during the last sixty (60) days of this Lease. Tenant agrees that no signs shall be placed on the Premises without the prior written consent of Landlord.

## **8 RESPONSIBILITY FOR REPAIRS**

- 8.1 Responsibility for Repairs.** Management shall be responsible for the maintenance and repair of all water and septic lines below grade level. All other utility lines are the responsibility of the individual companies servicing the Community and Residents. The Resident shall be responsible for all repairs and/or damage of water and septic lines above ground. Should any underground damage be caused indirectly or directly by the Resident (such as water line freezing due to malfunctioning heat tape; digging), the damage will be repaired by Community Manager and charged to the Resident. If septic back-up is traced directly to the actions or neglect of a Resident, Community Manager shall perform the repairs at the expense of Resident. While the Owner and Management of the Community will strive to assure the safety of residents and their property, they are not responsible for any losses due to downed trees, fire, theft, accidents, or any situation that could be deemed an "Act of God". You, the resident, are hereby notified that you assume the risk in such matters. For any accident or injury on any lot, the resident of such lot shall indemnify and hold Owners and Management harmless of any claims by such person.

## **9 PETS**

- 9.1 Pets.** No pets are permitted in homes that are rented or are on a "Rent to Own" or a "Home Purchase Credit" basis. If you own your home, there is an additional ten dollar (\$10) per month pet rent per pet. ALL PETS MUST BE APPROVED BY MANAGEMENT WITH PRIOR WRITTEN CONSENT. Properly documented service animals are permitted. Dogs must be less than twenty-five (25) pounds. No outside cats are allowed. All pets must have proper certification or doctors note. Pet owners are responsible for waste removal, supervision, sound control and any damage caused by their pet.
- 9.2 Pet Owners.** All pet owners must complete the PET ADDENDUM to Riley Management, LLC Rental Agreement.

## **10 DANGEROUS MATERIALS AND LIQUID FILLED FURNITURE**

- 10.1 Dangerous materials.** Tenant shall not keep or have on or around the Premises any item of a dangerous, flammable or explosive nature that might unreasonably increase the risk of fire or explosion on or around the Premises or that might be considered hazardous by any responsible insurance company.
- 10.2 Liquid Filled Furniture.** Tenant shall not use or have any liquid filled furniture, including, but not limited to, waterbeds, on the Premises without Landlord's prior written consent.

## **11 ALTERATIONS AND IMPROVEMENTS**

- 11.1 Alterations and Improvements.** Tenant agrees not to make any improvements or alterations to the Premises.

**11.2 Landscaping.** Installation or planting of any trees, concrete, masonry or ground cover must be approved by Landlord. Tenants are encouraged to landscape the premises and shall keep the Premises in a clean, attractive and well-kept fashion. All landscaping improvements shall immediately become a part of the realty and belong to Landlord and shall remain upon and be surrendered with the Premises unless otherwise expressly agreed to in writing by the parties hereto.

**11.3 Reporting Malfunctions – For Rentals and Rent to Own Homes.** If any system in or on the leased premises, including, but not limited to, any furnace, heating system, electrical system or plumbing system, fails to operate or otherwise malfunctions, Tenant shall promptly inform Landlord of such failure or malfunction. Any damage that occurs as a result of Tenant's failure to promptly report any such malfunction or that occur as a result of the continued use of the malfunctioning system shall be the responsibility of Tenant, and Tenant shall be liable therefore.

**11.4 Damage to Premises.** In the event the Premises are destroyed or rendered uninhabitable by fire, storm, earthquake or other casualty not caused by the negligence of Tenant, this Lease shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The Rent provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying Rent up to such date and Landlord refunding Rent collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable, the Rent shall abate in the proportion that the injured parts bear to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full Rent shall recommence and the Lease continue according to its terms.

## **12 COMMUNITY RULES AND REGULATIONS**

**12.1 Community Rules and Regulations.** All Community facilities are provided by Landlord for the use and enjoyment of Tenant and, in certain cases, Tenant's family, guests or invitees. Tenant agrees to abide, and to ensure that Tenant's family, guests or invitees abide by all Community Rules and Regulations ("Rules") and any amendments thereto are incorporated herein by reference and made apart hereof for all purposes. Tenant agrees that Landlord shall have the right to modify, amend, change or replace such Rules in Landlord's sole and exclusive discretion and at such time or times as Landlord may desire. Landlord agrees to give Tenant written notice of at least thirty (30) days prior to any modification, change, amendment or replacement. Any breach or violation of such Rules is expressly declared to be a breach of this Agreement.

## **13 LEASE VIOLATIONS**

**13.1 Lease Violations.** Tenants who have been issued a lease violation letter by the Landlord or his representative will have fourteen (14) days from the date of that letter to remedy or provide a written plan agreeable to the Landlord with a completion date of the remedy, after which, if the violation is not remedied, the Landlord will impose a One Hundred Dollar (\$100) fine on the tenant. If the violation is not remedied thirty (30) days after the first fine date, an additional Two Hundred Dollar (\$200) fine will be imposed on the tenant. After this thirty (30) day period, the Landlord may move to evict the Tenant, if the violation has not been remedied, or if the plan to remedy has not commenced to the satisfaction of the Landlord.

## **14 VEHICLES**

**14.1 Vehicle Control.** For the safety of the occupants, guests and invitees in the Community, the speed limit shall be ten (10) miles per hour. Tenant agrees to abide by such and to cooperate in the enforcement of such speed limits. The streets and lanes are private and not public thoroughfares. Tenants may park passenger cars only on the Premises' driveway or other designated areas. Neither Tenants nor guests or invitees shall park any vehicle on another resident's space or a vacant space without the express permission of the resident or Landlord, whichever is applicable. Visitors shall park in the designated guest or visitor parking areas or in their host's drive if space is available. All trailers, boats, recreational vehicles or other vehicles not used for daily transportation shall only be parked in the Community as may expressly be designated by Landlord. All vehicles must meet statutory requirements for inspection, safety, etc. in order to be operated in the Community. No junked, unusable or unsightly vehicles will be allowed in the Community. Landlord, may at its sole discretion, for the welfare of the occupants of the Community, restrict the delivery of certain products and services to approved designated suppliers or restrict the times of delivery of products and services. The operation of motorcycles, motor scooters, minibikes and other two or three wheeled motorized vehicles is prohibited.

**14.2 Parking.** Tenant shall be entitled to use the lot driveway/parking area as parking space(s) for the parking of motor vehicle(s). The parking space will be used exclusively for the parking of passenger vehicles and is not to be used for washing, painting or servicing of vehicles. Tenant's vehicle will occupy the parking space entirely at the risk of Tenant. If Tenant shall dispose of his vehicle or not require parking accommodation for any other reason, Tenant shall not assign or sublet the parking space unless expressly granted prior permission by Landlord.

## **15 INSPECTION**

**15.1 Inspection of Premises – For Rentals and Rent to Own Homes.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Lease and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon, and for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Tenant agrees to make the Premises available to Landlord or Landlord's agents to inspect, to make repairs or improvements, to supply agreed services, to show the Premises to prospective buyers or tenants, or to address an emergency. Except in an emergency situation, Landlord shall give Tenant reasonable notice of intent to enter. For these purposes, twenty-four (24) hour notice shall be deemed reasonable. Tenant shall not, without Landlord's prior written consent, add, alter or re-key any locks to the Premises. At all times Landlord shall be provided with a key or keys capable of unlocking all such locks and permitting entry. Tenant further agrees to notify Landlord in writing if Tenant installs any burglar alarm system, including instructions on how to disarm such alarm in case of emergency entry.

## **16 ABANDONMENT**

**16.1 Abandonment.** If at any time during the term of this Lease, Tenant abandons the Premises or any part thereof, Landlord may at his option obtain possession of the Premises by any legal means without liability to Tenant and may, at Landlord's option, terminate the Lease. Abandonment is defined as absence of the Tenant from the Premises for at least fifteen (15) consecutive days without notice to Landlord. If Tenant abandons the Premises while the Rent is outstanding for more than fifteen (15) days and there is no reasonable evidence, other than the presence of Tenant's personal property, that Tenant is occupying the unit, Landlord may at Landlord's option terminate this Lease and regain possession of the Premises in the manner prescribed by law. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in

which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

## **17 EXTENDED ABSENCES**

**17.1 Extended Absences.** In the event Tenant will be away from the Premises for more than fifteen (15) consecutive days, Tenant agrees to notify Landlord in writing of such absence. During such absence, Landlord may enter the Premises at times reasonably necessary to maintain the property and inspect for damages and needed repairs.

## **18 SECURITY SYSTEMS**

**18.1 Security System.** Tenant understands that Landlord does not provide any security alarm system or other security for Tenant or the Premises. In the event any alarm system is provided, Tenant understands that such alarm system is not warranted to be complete in all respects or to be sufficient to protect Tenant or the Premises. Tenant releases Landlord from any loss, damage, claim or injury resulting from the failure of any alarm system, security or from the lack of any alarm system or security.

## **19 INSURANCE**

**19.1 Insurance.** Landlord and Tenant shall each be responsible for maintaining appropriate insurance for their respective interests in the Premises, the Furnishings and property located on the Premises. Tenant understands that Landlord will not provide any insurance coverage for Tenant's property. Landlord will not be responsible for any loss of Tenant's property, whether by theft, fire, riots, strikes, acts of God or otherwise. Landlord encourages Tenant to obtain renter's insurance or other similar coverage to protect against risk of loss.

## **20 OTHER REPRESENTATIONS; CONSTRUCTION; GOVERNING LAW; CONSENTS**

**20.1 No Other Representations.** Tenant expressly acknowledges and agrees that Landlord has not made and is not making and Tenant, in executing and delivering this Lease, is not relying upon any warranties, representations, promises or statements, except to the extent that they are expressly set forth in this Lease. It is understood and agreed that all understandings and agreements heretofore had between the parties, are merged into this Lease, which alone fully and completely expresses their agreements.

**20.2 Construction and Severability.** If any of the provisions of this Lease, or the application thereof to any person or circumstances, shall, to any extent, be held invalid or unenforceable for any reason, the remainder of this Lease, or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby, and every provision of this lease shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Lease is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

**20.3 Governing Law.** This Lease shall be governed in all respects by, and construed in accordance with, the laws of the State of Indiana.

## **21 PARTIES BOUND**

- 21.1 Binding Effect.** The covenants and conditions contained in the Lease shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.
- 21.2 Exceptions.** The obligations of Landlord under this Lease shall not be binding upon Landlord named herein with respect to any period subsequent to the transfer of his interest in the Premises as owner or Tenant thereof, and in the event of such transfer, said obligations shall thereafter be binding upon each transferee of the interest of Landlord.

## **22 MISCELLANEOUS**

- 22.1 Entire Agreement.** This Lease, along with the Community Rules and Regulations, contains all of the understandings relating to the leasing of the Premises and the Landlord's obligations in connection therewith and neither the Landlord nor any agent or representative of the Landlord has made or is making, and the Tenant in executing and delivering this Lease is not relying upon any warranties, representations, promises or statements whatsoever, except to the extent expressly set forth in this Lease. All understandings and agreements, if any, heretofore had between the parties are merged in this Lease, which alone fully and completely expresses the agreement of the parties. This Lease may be modified in writing and must be signed by both Landlord and Tenant.
- 22.2 Laws of the State.** This agreement shall be governed by the laws of the State. Tenant acknowledges having read and understood all of the terms and provisions of this Agreement and agrees to be bound thereby. All references to "Tenant" herein shall include and mean all occupants of the manufactured home as set forth in the Application. The term "Landlord" shall include and refer to the Community Manager or other designated representative of Landlord. 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.

## **23 NO WAIVER**

- 23.1 No Waiver.** The failure of either party to insist in any instance upon the strict keeping, observance or performance of any provision of this Lease or to exercise any election in this Lease, shall not be construed as a waiver or relinquishment for the future of such provisions, but the same shall continue and remain in full force and effect. No waiver or modification by either party of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by the party to be charged. The receipt and retention by the Landlord of Rent with knowledge of the breach of any provision of this Lease shall not be deemed a waiver of such breach. No failure by Landlord to enforce any provision of this Agreement after default or breach by Tenant shall be deemed a waiver of Landlord's right subsequently to enforce any and all provisions of this Agreement upon any other or further default or breach on the part of Tenant. All remedies contained herein are cumulative and agreed to by the parties without impairing any rights or remedies of Landlord, whether said rights or remedies are herein referred to or not. The obligation of Tenant 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 institution of any legal action against Tenant. The acceptance of any rentals or other sums due shall not be construed as a waiver of any default or breach by Tenant, nor shall such acceptance reinstate, continue or extend the term of this Agreement or affect any notice, demand or suit in connection with such Agreement. No payment by Tenant or receipt by Landlord of an 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 nor any letter accompanying such partial payment be deemed an accord and

satisfaction, and Landlord may accept such partial payment without prejudice to Landlord's rights to collect the balance of rent and charges due.

## **24 CUMULATIVE RIGHTS**

- 24.1 Cumulative Rights.** Landlord's and Tenant's rights under this Lease are cumulative and shall not be construed as exclusive of each other unless otherwise required by law.
- 24.2 Notice.** Any notice required or otherwise given pursuant to this Lease shall be in writing and mailed certified return receipt requested, postage prepaid or delivered by overnight delivery service, if to Tenant, at the Premises and if so Landlord, at the address for payment of Rent. Either party may change such addresses from time to time by providing notice as set forth above.
- 24.3 Headings.** The headings of the sections of this Lease are for convenience only and are not to be considered in construing said sections.
- 24.4 Holdover.** If the Tenant holds-over in the Premises after the expiration or termination of this Lease without the consent of Landlord, the Tenant shall pay as hold-over rental the same monthly rental rate unless Landlord has provided notice of an increased rental rate, provided, however, that nothing in the foregoing provisions of this **Section 22** shall be construed to limit or preclude any other rights or remedies available to the Landlord at law or in equity by reason of such holding-over by the Tenant, including, without limitation, the recovery by the Landlord against the Tenant of any sums or damages to which, in addition to the damages specified above, the Landlord may lawfully be entitled. A month-to-month tenancy shall be created by the payment of this hold-over rental, subject to the same terms and conditions of this Lease, and shall be terminable on thirty (30) days' notice by either party or on longer notice if required by law.
- 24.5 Indemnification.** To the extent permitted by law, Tenant will indemnify and hold Landlord and Landlord's property, including the Premises, free and harmless from any and all liability for loss, claims, injury to or death of any person, including Tenant, or for damage to property arising from Tenant's use and occupation of the Premises, or from the acts or omissions of any person or persons, including Tenant, in or about the Premises with Tenant's express or implied consent, except Landlord's act or negligence.
- 24.6 Transfer of Landlord's Interest.** In the event that Landlord sells, assigns or otherwise transfers its interest in the Premises, this Agreement shall be binding on the purchaser, assignee or transferee. Landlord 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.
- 24.7 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 Premises of such a portion of the Community that it is no longer reasonably suitable for use as a manufactured home community for any public purposes 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. Tenant hereby renounces, and assigns to Landlord, any claim, right, title or interest which Tenant might have in any such award or purchase price. Landlord shall, however, have no claim to, nor assignment of, any award or payment to Tenant for the taking, condemnation, or purchase of any personal property belonging to Tenant and removable upon the termination of this Agreement.

**24.8 Agreement to Arbitrate.** Any claim to terminate a tenancy for the following reasons shall be resolved by both parties in the applicable County or District Court: (1) Failure of the Tenant to comply with the Community Rules and Regulations as referenced in paragraph 12.1 of this Lease; (2) Failure of the Tenant to pay rent as referenced in paragraphs 2.1 – 2.5 of this Lease. Any and all other disputes between Tenant and Landlord shall be resolved by binding arbitration if requested by either party. This includes claims and disputes relating to any other account or agreement you have or had with us. THIS MEANS IF EITHER YOU OR WE CHOOSE ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL. ALSO DISCOVERY AND APPEAL RIGHTS ARE LIMITED IN ARBITRATION. CLASS ACTION WAIVER ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER YOU NOR WE MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER TENANTS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. Only a Court, and not an arbitrator, shall determine the validity and effect of the Class Action Waiver. Even if all parties have opted to litigate a claim in court, you or we may elect arbitration with respect to any claim made by a new party or any new claims later asserted in that lawsuit.

**24.8.1 Your Right To Go To Small Claims Court.** We will not choose to arbitrate any claim you bring in small claims court. However, if such a claim is transferred, removed or appealed to a different court, we may then choose to arbitrate.

**24.8.2 Governing Law and Rules.** This arbitration agreement is governed by the Federal Arbitration Act (FAA). Arbitration must proceed only with the American Arbitration Association (AAA) or JAMS. The rules for the arbitration will be those in this arbitration agreement and the procedures of the chosen arbitration organization, but the rules in this arbitration agreement will be followed if there is disagreement.

**24.9 Legal Fees.** In the event of any legal action by the parties arising out of this Lease, the losing party shall pay the prevailing party's reasonable attorney's fees and costs in addition, to all other awarded relief.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
LANDLORD

\_\_\_\_\_  
DATE

CASTAWAYS ESTATES d/b/a RILEY MANAGEMENT, LLC

LOT NO. \_\_\_\_\_

