

OCCUPANCY AGREEMENT Revision 11

This occupancy agreement is made this _____ day of _____ year _____ by and between
Circle one please

Arbor Mobile Home Park
Henry’s Mobile Home Park

the Landlord and _____ Tenant (s).

Witnessed:

1. Landlord hereby rents to Tenant and Tenant hereby rents as a tenant at will from the Landlord the following real property.

2. NAMES AND ADDRESSES OF OWNERS

The names and address of all owners of the manufactured housing community are as follows:

**Jim Buratti
40 Mark Drive
Lincoln RI 02865
Park Phone: 401-617-6550
Emergency only phone contact: 401-723-0380**

3. TERM:

3.1 The term of this agreement shall be from month to month beginning on the ____ day of month _____ year _____ and continuing from month to month thereafter until terminated by the Tenant upon one months written notice to the Landlord or by the Landlord in accordance with M.G.L. Chapter 40 Section 32P.

4. RENT

4.1 **Resident shall pay as rental the sum of**
Please Circle One

Henry's Mobile Home Park **\$265 per month,**

Arbor Mobile Home Park **\$285 per month**

Payable in advance and without demand to the Landlord via First Class US Mail to 40 Mark Drive Lincoln RI 02865, Providence County, Rhode Island postmarked on or before the first day of each month. Please make **checks for Arbor and Henry's payable to Henry's Mobile Home Park.** Payment must be via check, bank check or money order.

4.2 The rent will be considered by both the Landlord and the Tenant as being paid on the date on which it is postmarked by USPS and sent the owners. In the event any rent or check is returned by the bank there will be an additional charge of \$30 for each such check and the Landlord may thereafter insist future payment by certified check or money order only. **Any late rent due and payable under the terms of this lease shall be subject to late fee charges of \$20** in accordance with Massachusetts Law of 30 days or more assessed late fee.

4.3. The payment of rent to the landlord by anyone who is not named as a Tenant herein, shall not in any respect constitute either an acknowledgement or acceptance of that person as the tenant of the Landlord a Modification of this, or of a new tenancy. Any money so tendered is tendered solely on behalf of the named Tenant herein.

4.4 If requested the landlord will offer a 5 year lease option.

5. UTILITIES AND SERVICES:

5.1 Utilities and services shall be paid for promptly upon receipt of any bill.

5.2 Utilities and services shall be the responsibility of the party indicated on the following chart:

	Landlord	Tenant
Electricity, Heat & Hot Water		X
Household Garbage – Could require tenants to bring garbage to dumpsters on set times and days.	X	
Snow Removal from Streets	X	
Snow Removal From Driveways		X
Telephone and Cable TV		X
Cold Water & Sewer - TENANT WILL PAY FOR WATER AND SEWER THEY USE AND BILLED AT EXACTLY THE SAME RATE AS THE CITY CHARGES. WATER AND SEWER ARE NOT INCLUDED IN RENT		X

5.3 At date of closing the resident is responsible to pay and transfer the electric bill into their name. If the park gets any bills for electric coving dates after closing resident shall be responsible for that payment.

6. OCCUPANTS

6.1 The following person are to be considered members of the Tenant’s household and are the only person authorized by this agreement to occupy and reside at the premises.

- A _____
- B _____
- C _____
- D _____

7. RULES AND REGULATIONS:

7.1 Tenant agrees to comply with all Rules and Regulations applicable to the premises, including all restrictions, rules or regulations, which are referred to as

“HENRY’S MOBILE HOME PARK RULES AND REGULATIONS” OR
 “ARBOR MOBILE HOME PARK RULES AND REGULATIONS”

and expressly incorporated herein by reference as if fully set forth herein. In additions, tenant agrees to abide by any and all rules, regulations, and requirements, of any local, state or federal, law regulation the us or, sale, occupancy, or other disposition of manufactured homes in the state of Massachusetts.

8. ASSIGNMENT AND SUBLETTING:

8.1 The Tenant shall not assign this agreement or sublet the premises or any part thereof without the written consent of the landlord which consent shall not be unreasonably withheld. An assignee or sublessor will have to qualify under all application procedures of the original Tenant, and any sublessor or assignee will have to agree to obey the Park Rules and Regulations. An assignment without completion of the application will not be considered a valid assignment or subletting by Henry's Mobile Home Park.

9. USE OF THE PREMISES:

9.1 The Tenant agrees to primarily use the premises for residential purposes and such other purposes as comply with local zoning laws and do not substantially disrupt the residential character of the community. There shall be no illegal use of the premises by the tenant or occupants or any guest of the tenant.

10. RENTAL INCREASES

10.1 The tenant shall be notified of the amount of any rental increase thirty days, or one month rental period in advance. This new increased rental amount shall be due and payable in accordance with the provisions in Paragraph 3 herein. Notices of increase in rent shall be hand delivered or sent via regular US mail, first class, to the Tenant listed on this agreement. It is the Tenant's responsibility to have any mail forwarded to an appropriate address if the tenant plans not to be in the residence to receive this mail. If the Tenant chooses not to accept the rental increase, the tenancy shall terminate as set out in the Notice to Quit with option to renew at increased rate.

11. VACATING THE PREMISES:

11.1 Upon vacating the premises the Tenant shall remove any trash and belongings, person, animals, and debris and leave the property in clean condition, reasonable wear and tear excepted. In removing items from the premises, only normal household garbage is the responsibility of the landlord not additional garbage from moving that is the responsibility of the tenant to remove. Tenant is advised to consult the Rules and Regulations.

11.2 In the event the Tenant vacates the premise but leaves behind personal property then the Tenant authorizes the Landlord to remove such property from the premises and to store the same for a period not to exceed 10 days. If after the 10 days the Tenant has made no claim for the property then the Tenant directs the Landlord to consider such property abandoned, and the landlord may dispose of the property as he deems fit. There being no liability to the Tenant by the Landlord.

11.3 In the event rent is tendered following the expiration of any notice to quit and said rent is accepted by the Landlord and not reserved for use and occupancy only then the Tenant will be "a tenant at will" and all the provisions of this agreement shall apply to such tenancy, except for the notice required to terminate such tenancy which shall be governed by the Massachusetts Law.

12. BREACH AND DEFAULT:

12.1 Breach and default of this lease shall be in accordance with the provisions of Massachusetts General Laws, Chapter 140, Section 32P.

13. WAIVER:

13.1 The failure on the part of the Landlord to act upon a breach of any of the covenants or agreement in this lease, and shall in no way constitute a waiver of the rights of the landlord to act upon any other or future breach of the Tenant, any and all rights and remedies created for the Landlord herein shall be cumulative and the use of one remedy shall not be taken to exclude the right to use any other.

14. REMEDIES: The Tenant agrees that in the case of any termination of this agreement by reason of the Tenant's breach and to the extent allowed by law, the Tenant shall pay to the Landlord a sum equal to the amount of the rent and reasonable cost of reletting the home space and any other payments called

for hereunder until the Landlord relets the premise. Any actions such as advertising or showing the home space shall not constitute a retaking of the space but shall be solely for the Tenant's benefit. This shall not be the exclusive remedy of the Landlord and the Landlord retains any and all reasonable rights which it may have under the Massachusetts Law concerning any breach of the agreement.

15. DESTRUCTION OF PREMISE:

If the premises or any part thereof, or the whole or substantial part of the premises shall be destroyed or damaged by fire or other casualty after the execution of this agreement then said terms shall terminate and at the option of the Landlord by notice to the Tenant or by the Tenant or by the Tenant by notice to the Landlord. If either party gives notice of intention to terminate under this section this agreement shall terminate on the last day of the then current monthly rental period.

16. GENERAL RULES AND REGULATIONS:

16.1 From time to time the Landlord may create or amend existing reasonable rules and regulations for the use of the premises. The changes to the rules and regulations shall be made in accordance with Mass General Law Chapter 140, Section 32P as amended and any and all applicable Attorney General Regulations.

17. ENTRY

17.1 The Landlord shall have the right to enter upon the premises at reasonable times and upon reasonable notice to inspect the premises during the term of this agreement or any extension or renewal hereof; to show the lease premises to a prospective Tenant; or to make improvements thereon.

18. LIABILITY FOR LOSS AND DAMANGE:

18.1 Subject to applicable law, the Landlord shall not be liable for any damages or injury to person or property caused by steam, electricity, gas, water, rain, ice, or snow, unless said damage or injury is caused by or due to the negligence or intentional conduct of the Landlord. The Tenant shall cooperate with the Landlord to maintain a safe environment by giving the landlord prompt, written notice of any defects in the premises or any part thereof, or any part of the common areas. The Tenant agrees to indemnify and hold the Landlord harmless from liability, loss, or damage arising from any nuisance made or suffered upfront the leased premise by the Tenant or his family, agents, or visitors of the Tenant or from any such negligence of such persons.

19. MODIFICATION

19.1 This instrument contains all of the agreements between the parties hereto. Any additions or changes must be writing signed by both parties. This provision cannot be waived except by writing signed by both parties.

20. JOINT AND SEVERAL OBLIGATION

20.1 If more than one party signs as tenant hereunder, the covenants, conditions, and agreements herein of the Tenant shall be the joint and several obligations of each such party.

21. NOTICES

21.1 All notices that may be given hereunder by Tenant or Landlord shall be delivered or sent first class mail; addressed in the case of the Landlord to Henry's Mobile Home Park 40 Mark Drive Lincoln RI 02865. All notices given to the Tenant shall be address to the rented premises, unless the Tenant gives in writing to the Landlord, a different address.

22. INVALIDITY

22.1. If any provision of this lease Tenant is whole or in part shall prove to be invalid for any reason, the invalidity shall only effect the part of such provision which shall be invalid and no other portion or provision of this lease shall be invalidated thereby.

23. Sale of Property

If during the tenure of this agreement the tenant wishes to sell his or her manufactured home this shall be done in accordance with the Rules and Regulations. The tenant may sell the manufactured home, but

may not assign the leased premises without remaining liable for the obligations under this agreement. Any new occupant unapproved or with an invalid assignment shall be considered a trespasser.

24. Heat tape responsibility the owner/management recommends that the heat tapes on water pipes be tested by the tenant each year at the end of the summer to ensure that they are connected, on and working properly, because the tapes protect against water freezing in the pipes under the home; running water through the pipes to prevent pipes from freezing is ineffective. Tenants are responsible for replacing broken or failed heat tapes. If pipes freeze and need to be repair or replaced and or other damage remedied, the owner/manager will seek reimbursement of any costs imposed by the tenants negligence in maintaining the heat tape as described. SEE MA law 940 CMR 10.03 (9)(b) for more info.

24. MANDATORY NOTICE REQUIREMENT PURSUANT TO MASS GENERAL LAWS CHAPTER 140, SECTION 32P.

IMPORTANT NOTICE REQUIRED BY LAW

The rules set forth below govern the terms of your lease or occupancy with this manufactured housing community. If these rules are changed in any way; the addition, deletion or amendment must be delivered to you, along with a copy of the certified mail receipts indicating that such change has been submitted to the attorney general and the director of housing and community development and either a copy of the approvals thereof by the attorney general and said director or a certificate signed by the owner stating that neither the attorney general nor said director has taken any action with respect thereto within the period set fort in paragraph (5) of section thirty-two L of chapter one hundred and forty. This notification must be furnished to you at least thirty days before the change goes into effect the law requires all of these rules and regulations to be fair and reasonable or said rules and regulations can not be enforced.

You may continue to stay in the community as long as you pay rent and abide by he rules and regulations. You may only be evicted for nonpayment of rent, violation of law or for substantial violation of the rules and regulations of the community. In addition, no eviction proceedings may be commenced against you until you have received notice by certified mail of the reason for the eviction proceeding and you have been given fifteen days from the date of the notice in which to pay the overdue rent or to cease and desist from any substantial violation of the rules and regulations of the community; provided, however, that the only one notice of substantial violation of the rules and regulations of the community is required to be sent to you during any six month period. If a second or additional violation occurs, except for nonpayment of rent, within six months from the date of the first notice, then evection proceedings may be commenced against you immediately.

You many not be evicted for reporting any violations of the law or heath or building codes to boards of health, the attorney general, or any other appropriate government agency. Receipt of notice of termination of tenancy by you, except for nonpayment of rent, within six months after you making such a report shall create a rebuttable presumption that such notice is reprisal and may be pleaded by you in defense to any eviction preceding brought within one year.

Any group of more than fifty percent of the tenants residing in the manufactured housing community has certain rights under section thirty-two R of chapter one hundred and forty, to purchase the community in the event the owners intends to accept the offer to sell or lease the community in the future. If you wish to receive further information about the financial terms of such a possible purchase, you may so notify the owner at any time by signing the attached request for information and returning it to the owner in person or by certified mail. Such request for information shall not obligate you to participate in any purchase of the community. For a proposed sale or lease by the owner which will result in a change of the use or a discontinuance of the community you will receive information at least two years before the change becomes effective.

Otherwise, request for the information or similar notices from more than fifty percent of the tenants residing in the community must be on file with the owner before the owner is required to give you information concerning the financial terms of a sale or lease.

This law is enforceable by the consumer protection division of the attorney general's office.

TENANT #1

_____ DATE _____

Printed name _____

TENANT #2

_____ DATE _____

Printed Name _____

Attachment A (mandatory information by the state of MA) (residents option if they want to sign not Mandatory)

Request for information

The undersigned, a tenant in the manufactured housing community desires to receive information concerning any proposed sale or lease of the community as required under section 32R of chapter 140 of the general Laws. I understand that this request shall not obligate me to participate in any purchase or lease of the community, but is only a request for information. This notice is being delivered to the owner or owners manager either in person or by Certified mail on

_____ - Tenant name _____

Tenant Signature if this info is requested Does not have to be signed if info it not

_____.