

## COMMUNITY RENTAL AGREEMENT

This Rental Agreement is made and entered into this 25th day of March, 2009, by and between DLR PROPERTIES, who is the authorized Manager and agent of the owner, hereinafter referred to as "Manager", of the MOUNTAIN VIEW MOBILE HOME PARK, hereinafter referred to as the "Community", and Richard A. Freeman, hereinafter collectively referred to as "Tenant".

For and in consideration of the mutual covenants and conditions herein contained, Manager hereby rents to Tenant, and Tenant does hereby rent from Manager, that certain manufactured home site located in the Community, commonly referred to as:  
**11141 N Falkirk St., Space # 3**  
**Mountain View Mobile Home Park, Hayden, ID 83835**

### 1. USE OF PREMISES:

Tenant shall use the subject home site for the exclusive purpose of the placement and occupancy of a manufactured home as a residence.

### 2. TERM OF TENANCY:

A. This Rental Agreement shall commence on the 1st day of April, 2009 and shall continue thereafter on a month to month basis.

B. If Manager, for any reason whatsoever cannot deliver possession of the subject home site to Tenant by the commencement date, Tenant may cancel this agreement upon written notice to Manager and thereafter neither party shall have any further liability hereunder. In no event, however, shall Manager be liable to Tenant for any loss or damage resulting from Manager's failure to deliver the subject home site to Tenant by a certain date or at all.

### 3. RENTAL PAYMENTS:

Tenant agrees to pay Manager rental payments as follows:

A. The sum of \$       -0-       which is the base rent payment for the period commencing on the       -0-       day of                      through the last day of said month.

B. A base rent of \$290.00 per month, payable on the 1st day of each month after the commencement date.

C. Tenant's pro rata or metered share, as the case may be, of the following utilities, services, and/or expenses which shall be paid with the next monthly rental payment

following receipt of a statement: (i.e. electricity, water, sewer, water testing, snow removal) \_\_\_\_\_ -0- \_\_\_\_\_.

D. All charges provided for herein, shall be deemed rent, and shall be paid with the next monthly rental payment following receipt of a statement.

All rent, charges and fees shall be paid to the Manager at the address set forth below, unless otherwise provided by written notice to Tenant. **P.O. Box 3270, Coeur d'Alene, ID 83816.**

#### 4. UTILITIES AND SERVICES:

A. The base monthly rent includes the following utilities and services provided by the Community: **Water, Sewer and Garbage .**

B. Except for those utilities and services which are included in the base monthly rent, Tenant shall pay all charges and deposits for utilities and services supplied to the subject home site.

#### 5. SECURITY DEPOSIT:

A. Upon the execution hereof, Tenant shall pay Manager a **Security Deposit** in the sum of **\$290.00**

B. The security deposit set forth above, if any, shall secure the performance of Tenant's obligations hereunder. Manager may, but shall not be obligated to, apply all or portions of said deposit towards the satisfaction of Tenant's obligations hereunder. Tenant shall not have the right to apply the security deposit in payment of the last month's rent. Deductions from the security deposit may be made for, but not limited to, the following items: unpaid rents, charges or fees; cleaning of the subject home site; repair to the subject home site or other property, facilities, and equipment; and any other amounts due Manager hereunder. The unused balance of the security deposit shall be refunded to Tenant within thirty (30) days from the date possession of the subject home site is delivered to Manager, together with a written statement setting forth any charges made against said deposit by Manager.

#### 6. PENALTIES FOR LATE PAYMENTS:

Any rent not **received** by the Manager, or his designated agent, on or before the fifth day of the month in which the same becomes due, shall be subject to a late fee in the sum of **\$25.00**. In the event any rent is not received by the Manager or his designated agent, within one (1) month of the date the same becomes due, an additional late fee of \$25.00, per month, shall continue to accrue each month thereafter until all such rent and accruing late fees are paid in full.

## **7. METHOD OF PAYMENT:**

Personal checks or cashier's checks drawn upon local banks are acceptable up to the amount of any charges hereinabove stated. Two party checks and checks drawn upon banks outside the County, will not be accepted. If for any reason the check is returned from the bank unpaid, **there will be a \$25.00 check charge**, which sum shall be in addition to any applicable late charge pursuant to paragraph 6. If the Manager receives two (2) checks from a Tenant during Tenant's term of occupancy which are returned by the bank unpaid for any reason, thereafter, all charges must be paid by money order or cashier's check.

## **8. ADJUSTMENTS TO RENT AND CHARGES:**

Rent and charges may be uniformly adjusted by the Manager upon ninety (90) days written notice to Tenant. Provided, however, that the monthly rental and/or additional charges described in Section 3 above may be increased or decreased upon thirty (30) days written notice (a) in an amount equal to Tenant's pro rata share of any increase or decrease in the Communities ad valorem taxes, utility assessments, or other services included in the monthly rental, after the effective date of such a change; and (b) in an amount equal to Tenant's pro rata share of any expense associated with issues of public safety, health or property degradation.

## **9. DEFAULT:**

A. **Substantial or Repeated Rule Violation.** In the event of substantial or repeated violation of the written rules and regulations of the Community, Tenant shall be given written notice to comply. If Tenant does not comply within three (3) days, the Tenant may be given notice of a twenty (20) day period in which to vacate. In the case of periodic rather than continuous violation, said notice shall specify that the same violation repeated shall result in termination.

B. **Non-Payment of Rent.** In the event of the non-payment of rent or other charges and fees specified herein, Tenant shall be given written notice to pay. If Tenant does not pay within three (3) days, Tenant may be given a twenty (20) day period in which to vacate.

C. **Breach of Rental Agreement.** In the event of Tenant's breach of any term of this Rental Agreement, Tenant may be given written notice to cure. If Tenant does not cure such breach within three (3) days, Tenant may be given ninety (90) days notice of the Managers election not to renew Tenant's Rental Agreement.

#### 10. OTHER METHODS OF TERMINATION:

A. In the event of a planned change in land use or condemnation of the community, Tenant has one hundred twenty (120) days after receiving written notice, within which to vacate the subject home site. Manager shall notify Tenant within fifteen (15) days after a petition has been filed by the landlord for a change in the zoning of the land upon which the community is situated.

B. The Manager may elect not to renew Tenant's rental agreement, in which event, Manager shall give Tenant not less than ninety (90) days written notice of such intention.

C. Tenant may terminate the rental agreement for any reason upon thirty (30) days written notice to Manager.

D. Any Tenant who is a member of the armed forces may, without penalty, terminate a rental agreement with less than thirty (30) days' notice if he/she receives reassignment orders which do not allow greater notice.

E. Any assignment, transfer or subletting of the subject home site without the prior written approval of the Manager, as provided in Sections 12 and 13 hereof, shall terminate the tenancy created hereunder, in accordance with Idaho Code Section 6-303.

#### 11. RESTRICTION ON REMOVAL:

Tenant agrees that the home to be placed on the subject home site may not be removed until all rent and other charges have been paid.

#### 12. SALE OF TENANT'S HOME/APPROVAL OF PROSPECTIVE TENANT:

Landlord reserves the right to require a mobile home to be removed from the park at the time of sale.

Whenever Tenant proposes to sell his/her home to a purchaser who desires to become a resident of the Community, Manager shall have the right to approve or disapprove the tenancy of the prospective purchaser upon the same basis that Manager approves or disapproves of any prospective tenant, including, but not limited to, a review of the following criteria: (i.e. income, credit, employment, criminal records, prior rental history, age and/or condition of home.) The prospective purchaser must submit an application for tenancy, and if approved, must execute a rental agreement, together with a copy of the rules and regulations, prior to closing of the sale or occupancy of the home. As a condition of approval of the prospective tenant, Manager may require such improvements and/or repairs to Tenant's home as may be necessary in order for the home to meet the minimum standards then in effect, which repairs must be completed prior to the prospective tenant taking occupancy.

Manager may unconditionally refuse the tenancy of any purchaser who fails or refuses to comply with the foregoing conditions. Notice of the Managers approval or disapproval of the prospective tenant shall be given in writing within five (5) working days of receiving a written application.

13. RENTING OR SUBLETTING:

HOMES IN THIS COMMUNITY SHALL NOT BE RENTED OR SUBLET.

14. ADDITIONAL OCCUPANTS:

Tenant shall not permit any person, other than those identified on the rental application, to reside in the home, except for individuals who have not attained the age of 18, of whom Tenant is a parent, has legal custody, is in the process of securing legal custody, or is the written designee of the parent or other person having legal custody of such individual, or as may be permitted under the Community Rules and Regulations, without the prior written consent of Landlord.

15. ACCEPTANCE OF PREMISES BY TENANT:

A. Tenant has inspected the subject home site and hereby accepts the same in its present condition and state, acknowledging that no representations, statements or warranties, express or implied, have been made by or on behalf of the Manager as to any condition or improvement.

B. Tenant, at his own expense, shall comply with all laws, rules, orders, ordinances, directions, regulations, and requirements of Federal, State, County and City authorities, now in force or which may hereafter be adopted, which shall impose any duty upon Landlord and/or Tenant with respect to the use, occupancy or alteration of the subject home site including, but not limited to, any alterations to the premises which may be required under the provisions of the Americans with Disabilities Act (Ada). Tenant shall indemnify and hold Landlord harmless from and against any and all claims rising from non-compliance or alleged non-compliance with the provisions of the ADA in effect during the term of this Rental Agreement, and from and against all costs, attorneys' fees, expenses and liabilities incurred in or from any such claim.

16. SURRENDER OF PREMISES:

A. Upon the termination of this Rental Agreement, and pursuant to the terms hereof, Tenant shall immediately surrender possession of the subject home site. All improvements except those fixed to the soil, the removal of which would significantly damage the landscape of the subject home site, shall remain the property of Tenant. In removing improvements on

termination of the Rental Agreement, Tenant shall leave the subject home site in better or substantially the same condition as upon taking possession. Upon termination, all service lines and connections shall be left in a state of good repair.

B. Any property not retrieved by Tenant within three (3) days of the removal of Tenant's home from the subject home site, or in the event of abandonment for a period of thirty (30) days of Tenant's home, Manager may consider any property left upon the subject home site to be abandoned, and may dispose of the same in any manner allowed by law. If Manager reasonably believes that such property has minimal or no value, it may be discarded.

#### **17. DAMAGE TO PARK PROPERTY:**

A. Tenant shall be responsible for damage to any Community property, facility, equipment or utility service caused by the negligence of, or the violation of any rule or regulation by, Tenant, any member of Tenant's family, or any invitee, guest or agent of Tenant.

B. In the event Tenant shall fail, within three (3) days of written notice, to correct any item of maintenance in or about the subject home site, or any item of maintenance involving a utility service up to the point of connection to Tenant's home, the Manager or his authorized agent may enter upon the subject home site in order to complete such maintenance, and may disconnect any utility service from the home which the Manager reasonably believes to be necessary in order to mitigate a potentially dangerous condition or to prevent injury or loss to the community or its residents. Tenant shall be responsible for all costs, payable as additional rent, incurred by the Manager in performing such maintenance or repairs.

#### **18. ENFORCEMENT OF RENTAL AGREEMENT:**

A. Tenant agrees to pay all legal costs, charges, moving costs, storage costs, attorney's fees and court costs incurred as a result of any default by Tenant of any term of this Agreement or the Rules and Regulations of the Community including the attorney's fees and costs incurred in preparing and/or delivering any written notices of default.

B. The Tenant expressly agrees that in the event of any default, and subsequent termination as herein provided, the Manager may cause Tenant's home to be removed from the subject home site, and may store Tenant's home in any designed storage area as security for payment of all rents, charges, costs and attorneys fees.

C. The parties hereto specifically agree, and do hereby expressly waive, the right to a jury trial in any action brought by either party to enforce the terms of this Rental Agreement.

19. INDEMNIFICATION:

A. Tenant shall indemnify and hold Manager harmless from any and all claims arising from Tenant's use and occupancy of the subject home site, and the conduct by Tenant or any of Tenant's family, guests, agents or invitees of any activity on or about the subject lot, and against all costs, attorneys fees, expenses and liabilities incurred in the defense of such claim.

B. Tenant expressly assumes the risk of any loss to Tenant's home, vehicles and all other personal property whether resulting from fires, explosions, theft, vandalism, or negligence of the Tenant or any third party and/or any natural elements or forces.

20. RULES AND REGULATIONS:

A. The parties acknowledge that a copy of the Rules and Regulations of the Community are attached to this Rental Agreement and are expressly made a part hereof as though fully set forth herein, and that TENANT HAS READ SAID RULES AND REGULATIONS. Tenant further covenants and agrees that said Rules and Regulations shall be faithfully observed by Tenant, Tenant's family, guests, agents and invitees.

B. Manager reserves the right to amend such Rules and Regulations upon written notice to Tenant, which amendments shall be binding and effective ninety (90) days after the date of mailing or delivery, whichever shall first occur, of written notice of said amendment to Tenant.

21. RIGHT TO INSPECT:

The Manager shall have the right of entry upon the subject home site for the purposes of maintenance of utilities, protection of the Community, and periodic inspection of the premises, or in the event of emergency or suspected abandonment. In addition, Tenant hereby irrevocably grants Manager and his agent the right to enter upon the subject home site for the purpose of serving any notice provided for hereunder.

22. AMENDMENT OF RENTAL AGREEMENT:

Manager reserves the right to amend this Rental Agreement, following a written notice to Tenant, which shall become binding and effective should Tenant continue to occupy the subject home site ninety (90) days after the date of mailing or delivery of notice of said amendment to Tenant, whichever shall first occur.

23. BINDING LAW:

The terms, conditions and covenants contained in this Rental Agreement, any amendments hereto and/all Rules and Regulations of the Community, shall extend to and be

binding upon the heirs, executors, successors and assigns of both the Tenant and Manager, and shall be construed as covenants which shall run with the land. This rental agreement shall be governed by, construed and enforced in accordance with the laws of the State of Idaho.

24. ENTIRE AGREEMENT:

This agreement and the attached Rules and Regulations contain the entire contract between the parties and cannot be changed or terminated except by written amendment upon notice as hereinabove provided.

25. MISCELLANEOUS:

A. Failure by the Manager to insist upon strict performance of any term or condition of this rental agreement or the attached rules and regulations, or to exercise any remedy available on Tenant's breach and/or acceptance of full or partial payment during the period of any such breach, shall not constitute a waiver of that breach or of any other term or condition.

B. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

C. All remedies available to Manager either under the terms of this rental agreement or the laws of the State of Idaho, are cumulative and are not intended to be exclusive.

D. As used herein, the term "Manager" shall include the "Landlord" as that term is defined by Idaho Code Section 55-2003(1).

E. The address of the present Managers is **DLR Properties, PO Box 3270  
Coeur d Alene, ID 83816. Manager, Ken Jenkins, 208-772-1746**

TENANT:

Richard Freeman  
Signature

Date 3/25/09

RICHARD FREEMAN  
Print

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

Mail Address - if different:

PO Box 3271

All Phone numbers: Work \_\_\_\_\_ Home \_\_\_\_\_ cell \_\_\_\_\_

In Case of Emergency: Name/Address/ Phones/Relationship

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

Cars: Make/Year/Color/Model & License Nos. \_\_\_\_\_

\_\_\_\_\_

LANDLORD/OWNER:  
DLR PROPERTIES

By: \_\_\_\_\_  
Agent for Owner - Ken Jenkins (208) 772-1746

Date \_\_\_\_\_