VILLA FARMS MANUFACTURED HOMES COMMUNITY

LEASE

This lease, made this [[signDay]] day of [[signMonth]], [[signYear]], by and between VILLA FARMS MANUFACTURED HOMES COMMUNITY, Lessor, and [[residentName]] Lessee (“resident”).

WITNESSETH

That in consideration of the rent, covenants and agreements to be kept and performed by the resident, Villa Farms hereby leases to the resident lot number [[lotNum]] (“Lot”) in VILLA FARMS MANUFACTURED HOMES COMMUNITY (“Park”), a mobile home community in Putnam County, Florida, for a [[monthLength]] month tenancy commencing on the [[leaseDay]] day of [[leaseMonth]], [[leaseYear]], and ending on the [[endDay]] day of [[endMonth]], [[endYear]]. Upon the termination date, this lease shall automatically be extended for an additional period of one year, and for additional year periods thereafter, unless either the lessor or the Tenant shall notify the other party in writing ninety (90) days prior to the expiration date of the lease or any extended one year period thereof of that party’s intentions for the lease to terminate.

RESIDENT AGREES:

1. To pay to VILLA FARMS at VILLA FARMS office in Park, rent for lot as follows: [[payExecution]] upon execution of this lease as rental for the first month in advance, and [[payRent]] on the FIRST DAY of each successive month in advance thereafter during the remainder of the term of this lease. Lessee shall pay a late charge of $10.00 for each month rent is not paid on or before the 5th day of the month and $1.00 for each day after the 5th of the month in which month rent is not paid. If the term of this lease shall start on the day or the than the 1st day of the month, rents will be prorated during the first month so that successive payments will fall due on the 1st day of each month thereafter.
2. The regular monthly rent shall include charges for lot, use of common areas, lawn mowing, lawn watering and fertilizing. All other utilities including electricity, water, sewage, garbage, CATV, and telephone, used or consumed on lot during lease term shall be the sole responsibility of and paid by the resident.
3. To use the lot only for the installation or placing of a mobile home theron and to use said mobile home as one-family residence.
4. Not to sub-let lot or mobile home or any part thereof, or assign this lease without prior written consent of VILLA FARMS.
5. To pay all taxes or assessments levied by any governmental body or agency against mobile home or appurtenances thereto.
6. That resident’s mobile home and its appurtenances shall be moved in or out of park or on or off lot only upon written approval of VILLA FARMS. Resident agrees to maintain lot and home at all times in good condition and repair and agrees not to make any improvements or alterations to lot or home without VILLA FARMS prior written consent. Upon default by the resident of this lease, or damage to lot, VILLA FARMS, besides its other remedies, may charge additional rent any cost or expenses incurred by VILLA FARMS in curing the default or repairing the damage.
7. The Tenant agrees to abide by all Rules and Regulations of the Landlord and agrees to require other persons on the premises to comply therewith and to conduct themselves in a manner that does not reasonably disturb other residents of the park and does not create a nuisance. Tenant acknowledges receipt of a copy of the current Rules and Regulations which are attached hereto and incorporated herein by reference, and the parties hereto agree that said Rules and Regulations, as time to time amended, are covenants and provisions of this lease, and are reasonable and necessary for the proper and efficient operation of the park and for the protection of the life, health, safety, property and peaceful enjoyment of the park and its residents.
8. Not to sue and waives all right of recovery against VILLA FARMS, its agents, employees, and assigns, for any loss, damages, liability or claim, arising out of any injuries to persons or property occurring on or about the lot, the mobile home situated thereon or the park during this lease or during residents’ possession thereof to the extend resident is covered by insurance against such risks, and that resident is to be solely responsible or liable for any such loss or injury to the persons or property. Resident further agress to indemnify and hold harmless VILLA FARMS from any loss, damage, liability and claim, and any expense in connection herewith, arising out of the acts, omissions, or negligence of the resident, his relatives, guests, or other persons in or about lot, the park, the mobile home thereon, and arising out of the resident’s use and occupancy of the lot and mobile home situated thereon.
9. Landlord may evict Tenant for any reason legally sufficient to support eviction, including but not limited to, the following which shall be deemed a violation of this lease and grounds for eviction of Tenant and his property.
   1. Non-payment of rent when due, if the default continues for three (3) days after delivery of a written demand by Landlord for the payment thereof, which demand shall be certified or registered mail, return receipt requested.
   2. Conviction of Tenant or any other person found on the premises of a violation of some federal or state law, or local ordinance, which violation may be deemed by Landlord as detrimental to the health, safety or welfare or other Tenants
   3. Change or use of land comprising the mobile home park or a portion thereof, subject to any legally required notice thereof to Tenant.
   4. Failure of the purchaser of a mobile home, or any interest therein, on the premises to be qualified as, and to obtain Landlord’s approval to become, a Tenant, as required by the Rules and Regulations.
   5. (i) A violations by the Tenant or any other person found on the premises of any rule or regulation, provision of Chapter 723, Florida Statutes, or any provision of this lease, which is found to have been an act which endangered the life, health, safety, property, or peaceful enjoyment of the park or its occupants; or

(ii) If Tenant or any other person found on the premises violates or fails to abide by any rule or regulation, provision of Chapter 723, Florida Statutes, or any provision of this lease, and if Tenant or any other person found on the premises perpetrates the same violation within twelve(12) months thereafter, providing Landlord has given the Tenant the written notice required by law by certified or registered mail, return receipt requested, within thirty (30) days of learning of the first violation. The failure of Tenant to correct the noncompliance or violation within seven (7) days after such delivery of the aforedescribed notice shall be deemed a second violation thereof.

1. Tenant hereby acknowledges and consents that Landlord or its authrortized agent shall have the right to enter the mobile home on the premises in order to prevent immediate danger or damage to the occupant or damage to the occupant or the mobile home, and in order to inspect the mobile home during reasonable times to insure that it is being properly maintained and is not suffering from any defect during an extended period of absence by the Tenant. Not withstanding the foregoing, Landlord shall have no obligation or duty to make any such inspection and shall not be responsible for any maintenance or defect to Tenant’s mobile home.
2. That if Resident defaults in the performance of any of the covenants of this lease agreement and by reason thereof VILLA FARMS employs the services of any attorney to enforce performance of the covenants by Resident, to evict Resident, to collect monies due from Resident, or to perform any services relating to said default, then if any of said event, Resident agrees to pay reasonable attorney’s fee and all expenses and costs incurred by VILLA FARMS, pertaining thereto and enforcement of any remedy available to VILLA FARMS.
3. VILLA FARMS shall not be liable for any claim of damages or rebate or charge of any kind whatsoever in case of the interruption of the supply of water, heat, electric current, or refrigeration occasioned by accident, failure of power supply or any other cause beyond the control of VILLA FARMS.
4. The name and address of the person authorized to receive notices and demands on behalf of the Landlord is:

William J. Herrington, Jr.   
7300 Crill Avenue  
Palatka, FL 32177

1. This mobile home park is zoned “R4” (residential mobile home). The zoning authority is City of Palatka, Florida. There are currently no definite future plans for chaining the use of the land comprising the Park or a portion thereof.
2. In the event that during the term of this lease agreement any portion of the premises is taken by eminent domain power or under threat thereof, Tenant shall have the right to terminate this lease agreement as of the date of taking; however, in no event shall Tenant be entitled to or have any right in any proceeds awarded as a result thereof. Landlord agrees to prorate any rent received by Landlord from Tenants of the date of taking as long as the Tenant is in full compliance with the Rules and Regulations and the payment of rent and charges as set forth herein.
3. In the event that any section, paragraph or subparagraph of this agreement is held unenforceable by any court, this agreement shall be deemed to have been executed by the parties hereto with such sections, paragraph, or subparagraphs not having been included herein, and the remainder of the agreement shall not be void thereby.
4. In interpreting of this lease, all captions and titles shall be disregarded and when applicable, the singular of any word shall mean or apply to the plural, and the masculine form shall mean and apply to the feminine. This lease shall be interpreted in accordance with the laws of the State of Florida.
5. Amend the Park Rules and Regulations from time to time. VILLA FARMS agrees that the Park Rules and Regulations will not be changed without written notification to the Resident at least ninety (90) days prior to implementation of any such changes.
6. Maintain all common areas of the Park.
7. Raise or lower the amount of rental for any extended term by giving the Resident notice not less than ninety (90) days prior to the expiration of the current lease term. The altered rental rate shall automatically become a part of the extended Lease unless the Resident shall advise VILLA FARMS in writing ninety (90) days prior to the expiration of the current term of Resident’s intention to vacate the premises and not enter into a new term.

VILLA FARMS AND RESIDENT AGREE:

1. VILLA FARMS and Resident expressly understand and agree that, upon execution of this Lease, all prior leases, rental agreements, rent certificate, other agreements and understandings, whether oral or written between the parties regarding the Lot are automatically terminated, void and of no legal force and effect, and Resident hereby waives and releases to VILLA FARMS any and all rights he may have or had under such agreements and documents.

IN WITNESS WHEREOF, the parties hereto have hereunto set tehir hands the day and year first written above.

\*First Month’s Rent: [[payExecution]]

Amount Paid: [[amountPaid]]

Balance Due: [[balanceDue]]

\*Prorated if Lease begins on a day other than the first day of the month.

VILLA FARMS MANUFACTURED HOME COMMUNITY

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RESIDENT

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