



KEARNEY LODGE MOBILE HOME PARK LEASE AGREEMENT

THIS AGREEMENT WILL BE EXEMPT FROM ANY ORDINANCE, RULE, REGULATION, OR INITIATIVE MEASURE ADOPTED BY ANY LOCAL GOVERNMENTAL ENTITY WHICH ESTABLISHES A MAXIMUM AMOUNT A LANDLORD MAY CHARGE FOR RENT (California Civil Code §798.17)

THIS AGREEMENT commences on the _____ day of _____, 20____, by and between the undersigned Resident(s) and Kearney Lodge Mobilehome Park (hereinafter "Park"). The lease is for Space _____, located at 6460 Convoy Court, San Diego, California 92117. The parties will be bound to the terms set forth in this Agreement. It is a lease for space only. Homeowner must provide his or her own mobilehome and is completely responsible for that mobilehome. At least one of the people listed in this Agreement as TENANT/REGISTERED OWNER, must reside at the homespace at all times.

TENANTS OF RECORD/ OWNERS: (i.e.-registered owner, only those whose applications for tenancy were approved by the park, referred to as "Residents")

Name: _____ DOB: _____

Cellphone: _____ Email: _____

Name: _____ DOB: _____

Cell phone: _____ Email: _____

OTHER OCCUPANTS (i.e.-children, spouse, other people listed on the application—not tenants of record and with no rights of tenancy)

Name: _____ DOB: _____

Cell phone: _____ Email: _____

Name: _____ DOB: _____

Cell phone: _____ Email: _____

Name: _____ DOB: _____

Cell phone: _____ Email: _____

Name: _____ DOB: _____

Cell phone: _____ Email: _____

Name: _____ DOB: _____

Cell phone: _____ Email: _____

IN CASE OF EMERGENCY, CONTACT:

Name: _____

Relationship to Tenant of Record: _____

Address:

Phone Number: _____ Email: _____

INFORMATION CONCERNING THE MOBILEHOME WHICH PRESENTLY OCCUPIES, OR WILL OCCUPY, THE HOMESITE/SPACE WHICH IS THE SUBJECT OF THIS RENTAL AGREEMENT IS AS FOLLOWS:

Make of Mobilehome: _____

Model of Mobilehome: _____

Year of Manufacture: _____

No. of Legal Bedrooms: _____

Decal Number: _____

Serial Number: _____

HUD Label/Insignia Number: _____

Registered Owners Name and Address: _____

Legal Owners Name and Address: _____

Junior Lienholders Name and Address: _____

TERM OF THIS AGREEMENT: The term of this Agreement shall be for a period of one (1) year and is to begin on the date set forth above in this Agreement and shall continue through _____. If Resident, without PARK's consent, remains in possession of the premises after expiration of the term of this Rental Agreement, or any extension thereto, and has not executed a new Rental Agreement with respect to the premises, said possession of the premises by the Resident shall be deemed a month-to-month tenancy on the same terms and conditions as contained herein, which may be terminated in accordance with the provisions of the Mobilehome Residency Law or any other applicable law.

BASE RENT: Resident shall pay rent in the amount of \$_____ per month on the first day of each month, commencing at the start of the term of this Rental Agreement. In addition, Resident shall pay the utility and other charges billed by the PARK to the Resident on the first day of each month following the receipt of the bill from the Park. Payment for either rent or other charges must be paid without deduction or offset whatsoever and shall be considered late following the sixth day of each month. Payment will be made at the Park office or at such other location as the Park may designate from time to time.

As to any utility included in the rent, the Park reserves the right to separately charge for these as allowed by California Civil Code §798.41.

Payment of rent and utilities will only be accepted from the Resident/Tenant of Record only.

RENTAL INCREASE OR ADJUSTMENT: For the one-year period beginning on the date stated above as the date this agreement is entered into, Homeowner shall pay PARK the sum set forth paragraph 5 above per month as RENT. RENT shall be due on the first (1st) day of each month and will be considered past due on the seventh (7th) of the month.

FACILITIES: The Facilities to be provided to Resident during the term of this Agreement, unless changed:

- Clubhouse
- Front Pool
- Back Pool
- East and West Laundry Rooms

UTILITIES:

| UTILITIES | INCLUDED IN RENT | PAID BY RESIDENT TO UTILITY COMPANY (optional) | PARK WILL BILL RESIDENT MONTHLY | UNAVAILABLE |
|-----------------|------------------|--|---------------------------------|-------------|
| Natural Gas | | | X | |
| Electricity | | | X | |
| Water | | | X | |
| TV | | X | | |
| Internet | | X | | |
| Trash/Recycling | | | X | |
| Sewer | | | X | |

ADMINISTRATIVE CHARGE: As additional rent, a charge may be assessed by the Park in the amount of \$60 whenever rent and other charges are paid after they are due. This charge is to cover the added administrative costs associated with processing a late payment. The five day period does not include the date the payment is due.

CHECK RETURN CHARGE: As additional rent, a check return charge may be assessed by the Park in the amount of \$35 whenever a check for rent or any other charges is returned unpaid from a bank or financial institution.

PARK RULES AND REGULATIONS: The Park's Rules and Regulations are a part of this Rental Agreement and are attached hereto and incorporated herein by reference as though fully set forth at this point. Resident agrees to comply with all Park Rules and Regulations that now exist and such additional Rules and Regulations as may be promulgated by the Park from time to time in accordance with the Mobilehome Residency Law or any other law now in effect or as amended.

MOBILEHOME RESIDENCY LAW: Resident hereby acknowledges receipt of the California Mobilehome Residency Law, a part of the Civil Code of the State of California, a copy of which is attached hereto. Terms and provisions of the Mobilehome Residency Law are specifically made a part of this Rental Agreement and are incorporated herein by reference as though fully set forth at this point.

COMMON FACILITIES: It is the responsibility of the Park to provide and maintain the physical improvements to the common facilities of the Park in good working order and condition. The common facilities of the Park are specified in Item 9 of this Agreement. With respect to a sudden or unforeseeable breakdown or deterioration shall be as soon as possible in situations affecting the health or safety condition and shall not exceed 30 days in any other case except where exigent circumstances justify delay.

SITE MAINTENANCE: The Park may, but is not obligated to, charge a reasonable fee for services relating to the maintenance of the land and premises upon which the mobilehome is situated in the event Resident fails to maintain such land or premises in accordance with the Park's Rules and Regulations after written notification to the Resident and the failure of Resident to comply within fourteen (14) days. The written notice shall state the specific condition to be corrected and an estimate of the charges to be imposed by the Park if the services are performed by the Park or its agent.

TERMINATION OF RENTAL AGREEMENT BY PARK: This Rental Agreement, at the option of the Park, may be declared forfeited and/or the tenancy may be terminated and/or Resident's right to possession terminated in accordance with the Mobilehome Residency Law and any other applicable law. Any such rights granted the Park due to any amendments, deletions, or modifications of the Mobilehome Residency Law and other applicable law may be enforced by the Park.

TERMINATION OF RENTAL AGREEMENT BY RESIDENT: Resident understands that this Rental Agreement will remain in effect and Resident will be liable to pay rent as set forth in this Agreement whether or not the Resident occupies the homesite/space or maintains a mobilehome at the homesite/space for the term of this Rental Agreement, unless the Resident terminates this Agreement as required by law.

REMOVAL ON SALE: The Park may, at its option, in order to upgrade the quality of the Park, require the removal of the mobilehome from the Park upon its sale to a third party, in accordance with the provisions of the Mobilehome Residency Law and any other applicable law. Any rights granted the Park due to amendments, deletions, or modifications of the Mobilehome Residency Law and any other applicable law may be enforced by the Park.

APPROVAL OF PURCHASER AND SUBSEQUENT RESIDENT: Resident may sell his or her mobilehome at any time pursuant to the rights and obligations of Resident and Park under the Mobilehome Residency Law or any other applicable law. Resident must, however, immediately notify the Park in writing of Resident's intent to sell his or her mobilehome if the prospective purchaser intends for the mobilehome to remain in the Park. If the Park does not exercise its rights pursuant to the Mobilehome Residency Law to require the removal of the mobilehome from the Park, and in order for the prospective purchaser to reside in the Park, and he and/or she must: (1) complete an application for tenancy; (2) be accepted by the Park; (3) execute a new Rental Agreement; and (4) execute and deliver to the Park a copy of the Park's Rules and Regulations.

RENTING OR SUBLETTING: Resident shall not sublease or otherwise rent all or any portion of Resident's mobilehome or the premises, other than specifically authorized by California Civil Code §798.23.5. Resident shall not assign or encumber his or her interest in this Agreement or the premises. No consent to any assignment, encumbrance, sublease or other renting shall constitute a further waiver of the provisions of this Paragraph. If Resident consists of more than one person, a purported assignment, voluntary, involuntary, or by operation of law, from one person to the other shall be deemed an assignment within the meaning of this Paragraph.

USE PROHIBITED: The mobilehome and premises shall be used only for private residential purposes and no business or commercial activity of any nature shall be conducted thereon unless approved by Management or allowed by law.

IMPROVEMENTS: All plants, shrubs, and trees planted on the premises as well as all structures, including fences permanently embedded in the ground, if allowed in the Park pursuant to the Rules and Regulations, blacktop or concrete or any structures permanently attached to the ground, shall become the property of the Park as soon as they are installed and may not be removed by the Resident without the prior written consent of the Park. Other than in cases of Park's responsibility for certain hazardous trees and certain Park installed driveways pursuant to California Civil Code §798.37.5, Resident shall maintain, repair, and, when necessary at Park's sole discretion, remove and/or replace all of the above at Resident's sole expense and responsibility and shall be completely responsible for each of them although they are the property of the Park, which may remove them at its option.

NOTICE: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of §290.4 of the Penal Code. The database is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

WAIVER: The waiver by the Park of, or the failure of the Park to take action in any respect because of any breach of a term, covenant or condition contained herein or the violation of a Park Rules or Regulations shall not be a waiver of that term or Rule and Regulations. The subsequent acceptance of rent or other charges by the Park shall not be a waiver of any preceding breach of this Agreement by the Resident or any violation of Park Rules and Regulations or failure of Resident to pay any particular rent, regardless of the Park's Knowledge of the preceding breach or violation of Park Rules and Regulations or failure to pay rent.

ATTORNEYS' FEES AND COSTS: In any action arising out of Resident's tenancy, this Agreement, or the provisions of the Mobilehome Residency Law, the prevailing party shall be entitled to reasonable attorneys' fees and costs. A party shall be deemed a prevailing party if the judgment is rendered in his or her favor or where the litigation is dismissed in his or her favor prior to or during the trial unless the parties otherwise agree in the settlement or compromise.

TIME OF THE ESSENCE: Time is of the essence with this Agreement.

INTERPRETATION: Each provision of this Agreement is separate, distinct, and individually enforceable. In the event any provision is declared to be unlawful or unenforceable, the validity of all other provisions shall not be affected.

INSPECTION OF THE PREMISES: By signing this Agreement, Resident acknowledges that Resident has carefully inspected the space to be rented and all the Park's facilities and has found them to be in every respect as represented by Park to the resident, either orally or in writing, and to the extent that they are not exactly as represented, either orally or in writing, accepts them as they are.

EFFECT OF THIS AGREEMENT: Resident agrees that this Agreement contains the entire Agreement between the parties regarding the rental of the homesite/space within the Park. All prior negotiations or stipulations concerning this matter which preceded or accompanied the execution of this Agreement are conclusively deemed to have been superseded by this written Agreement. This Agreement completely supersedes any prior Agreement of the parties, whether in writing or oral.

ALTERATION OF THIS AGREEMENT: This Agreement may be altered only by written Agreement signed by both of the parties, by operation of law or in any manner provided for by the Mobilehome Residency Law or other applicable law.

ACKNOWLEDGMENT: Resident acknowledges that he and/or she has received a copy of this Agreement, together with a copy of the Park's Rules and Regulations, and a copy of the Mobilehome Residency Law, and further, that he and/or she has read and understands each of these documents. Resident understands that by executing this Agreement, he and/or she will be bound by the terms and conditions thereof.

Tenant of Record Signature: _____ Date: _____

Tenant of Record Signature: _____ Date: _____

Additional Occupant Signature: _____ Date: _____

Additional Occupant Signature: _____ Date: _____

Additional Occupant Signature: _____ Date: _____

Park Manager Signature: _____ Date: _____