

**LEASE AGREEMENT OF MOBILE HOME SPACE in
The Applewood Community, Inc.**

The Landlord and Tenant agree to lease the Premises at the rent and for the term stated in these terms: Landlord: The Applewood Community, Inc.

TENANT

Names of Occupants:

Mr. _____
Mrs. _____
Ms. _____

Contact Information:

Automobile Information:

Home Phone _____
Cell Phone _____
Work Phone _____
Emergency Phone _____

1. Year _____ Make _____ Plate _____
2. Year _____ Make _____ Plate _____
3. Year _____ Make _____ Plate _____

Address Information:

Premises Lot #: _____ Street Name: _____

Lease Terms:

Lease Dated: _____ Term: _____ Beginning: _____

Rent Yearly: \$ _____ Monthly Installments: \$ _____ Security Deposit: \$ _____

Landlord's failure to enforce any terms of this Lease shall not prevent Landlord from enforcing such terms at a later time.

This lease will automatically renew on the renewal date of _____.

All terms and conditions stated in this lease will stay in effect unless:

- Tenant has been given notice that they are not in compliance with the terms of this lease
- If the landlord gives notice of changes in the lease
- If the landlord gives notice of a rental increase

I agree to have my lease automatically renew and agree to all the terms in this lease.

The parties have entered into this lease on the date first stated above.

Tenant has read this Lease. All promises made by the Landlord are in this Lease. There are no others.

This lease may be changed only by an agreement in writing signed by and delivered to each party.

Landlord _____ **Tenant** _____

By _____

1. A rental application and credit application are necessary for any new resident coming into the community and are subject to management approval.
2. USE: Only a party signing this lease may use the Premises. The premises may be used only for the parking of one mobile home, not more than (5) persons shall reside at the mobile home unless Landlord shall consent in writing. NO PETS ARE ALLOWED. (In certain occasions an exception will be made for a pet weighing less than 30 pounds at full adult weight.)
3. FAILURE TO GIVE POSSESSION: Landlord shall not be liable for failure to give Tenant possession of the Premises on the beginning date of the Term. Rent shall be payable as of the beginning of the Term unless landlord is unable to give possession. In that case rent shall be payable when possession is available.
4. RENT/ADDED RENT: Landlord needs not give notice to pay rent. Rent payments for an executed one year lease are due in full. The Landlord will accept equal monthly installments on the first day of each month thereafter. Rent must be paid in full and no amount subtracted from it. The first month's installment of rent is to paid when Tenant signs this Lease. Tenant may be required to pay other charges to Landlord under the terms of this Lease. They are to be called "added rent". This added rent is payable as rent and shall have the same rights against Tenant as if it were a failure to pay rent. (\$20.00 late charge on past due rent). It may be paid without penalty until the 10th. Habitual late payment will result in eviction. Payments may be mailed to Applewood Community, 21 Applewood Blvd., Clinton, NY 13323.
5. SECURITY: Tenant has given Security to Landlord in the amount stated above. If Tenant does not fully comply with all the terms of this Lease, Landlord may use the Security to pay amount owed by Tenant, including damages. If Landlord sells the Premises, landlord may give the Security to the buyer. Tenant will look only to the buyer for the return of the Security.
6. CORRECTING TENANT'S DEFAULT: If Tenant fails to correct a default after notice from Landlord, Landlord may correct the default at Tenant's expense. The sum Tenant must repay to Landlord will be added rent.
7. SUBLETTING AND ASSIGNMENT: Tenant may not sublet all or part of the Premises, or assign this Lease or permit any other person to use the Premises unless Tenant first received Landlord's written consent. Tenant shall give landlord at least 30 days notice, in writing, of Tenant's desire to sublet or assign. If a tenant subleases any or part of the premises without written authorization, Landlord has the right to charge \$50.00 per month as added rent.

8. UTILITIES AND SERVICES: Tenant must put utility meters in Tenant's name and Tenant must pay for the following utilities and services when billed: gas, water, sewer, electric, fuel, telephone, cable, and other services. Tenant is responsible for all sewer water lines and responsible for heat tape being turned on and maintained. Any water leaks should be reported to management immediately. In the event of an emergency, Tenant gives Landlord permission to enter the said mobile home owned by the Tenant. (Such as a water line break, anything to do with water coming from the home, if Tenant is not home). Said Tenant gives the Applewood Management permission to enter mobile home and winterize the mobile home at a charge to the resident. Reason being for the health, safety, and welfare of the other park residents.
9. NOTICES: Any bill, statement or notice must be in writing and delivered or mailed to the Tenant at the Premises and to the Landlord at the Address for Notices.
10. ALTERATIONS: Tenant must not alter, decorate, change or add to the Premises unless the Landlord gives written approval in advance. Any improvements which Tenant makes or installs on the Premises will immediately become property of the Landlord, but the Landlord, at its option, has the right to require the Tenant to remove the improvements, alterations, decorations, changes or additions when the Term of the Lease ends.
11. LIENS: Tenant may not allow a mechanic's lien or any other lien to attach to the Premises. If a lien is filed or shall attach, Tenant shall pay the lien within 60 days or have the lien canceled by a bond or other security. Failure to do so will be grounds for eviction.
12. COMPLIANCE WITH AUTHORITIES: Tenant must, at Tenant's cost, promptly comply with all laws, orders, rules and directions of all governmental authorities, property owners associations, insurance carriers, or Board of Fire Underwriters or similar group. Tenant may not do anything which may increase Landlord's insurance premiums. If Tenant does so, Tenant must pay the increase as added rent.
13. WAIVER OF JURY, COUNTERCLAIM, SET OFF: Landlord and Tenant waive trial by jury in any matter which comes up between the parties under or because of this Lease (except for a personal injury or property damage claim). In a proceeding to get possession of the Premises, Tenant shall not have the right to make a counterclaim or set off.
14. ILLEGALITY: If any part of this Lease is not legal, the rest of the Lease will be unaffected.

15. SUBORDINATION: This Lease and Tenant's rights are subject and subordinate to all present and future (a) leases for the Premises or the land on which it stands, (b) mortgages on the lease or on the Premises or, in the land, (c) agreement securing money paid or to be paid by the lender, under mortgages, and (d) terms, conditions, renewals, changes of any kind in the extensions of the mortgages or leases or Lender agreement. Tenant must promptly execute any certificate(s) that Landlord request to show that this leases is subject and subordinate. If Tenant does not promptly execute any certificates(s) Landlord requests, the Tenant hereby nominates and appoints the Landlord Tenant's attorney-in-fact for the purpose of executing the certificate(s).
16. BANKRUPTCY: If (1) Tenant assigns property for the benefit of creditors, (2) Tenant files a voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or (3) a trustee or receiver of Tenant or Tenant's property is appointed, Landlord may give Tenant 30 days notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within 30 days, the Term shall end as of the date stated in the notice. Tenant must continue to pay rent, damages, losses and expenses without offset.
17. CONDEMNATION: If all the Premises is taken or condemned by a legal authority, the Term and the Tenant's rights shall end as of the date the authority takes title to the premises. If any part of the Premises is taken, Landlord may cancel this Lease on notice to Tenant setting for the cancellation date not less than 30 days from the date of notice. If the Lease is canceled, Tenant must deliver the Premises to Landlord on the cancellation date together with all rent due to that date. The entire award for taking belongs to Landlord. Tenant gives Landlord any interest Tenant might have to any part of the award and shall make no claim for the value of the remaining part of the Term.
18. SUCCESSORS: This Lease is binding on all parties who lawfully succeed to the rights or take place of the Landlord or Tenant.
19. LANDLORD FREED FROM LEASE OBLIGATIONS UNDER CERTAIN CIRCUMSTANCES: If the Premises are sold or leased or if the holder of a mortgage on the Premises, the Landlord is freed and relieved of its obligations under this Lease which arise after the sale, lease, or possession of t he Premises by the mortgage holder. The purchase, lessee, or mortgage holder in possession shall be considered as having agreed to carry out the obligations of the Landlord under this lease.

20. TENANT DEFAULTS AND LANDLORD REMEDIES:

- A. Landlord may give 3 days written notice to Tenant to correct the following defaults:
 - 1. Failure to pay rent or added rent on time.
- B. Landlord may give 5 days written notice to Tenant to correct any of the following defaults:
 - 1. Improper assignment of the Lease, improper subletting all or part of the Premises, or allowing another to use the Premises.
 - 2. Improper conduct by Tenant or other occupant of the Premises.
 - 3. Failure to fully perform any other term in the Lease.
- C. If Tenant fails to correct the defaults in section B within 5 days, Landlord may cancel the Lease by giving Tenant a written 3 day notice stating the date the Term will end. On that date, the Term and Tenant's rights in this Lease automatically end and Tenant must leave the premises. Tenant continues to be responsible for rent, expenses, damages, and losses.
- D. If the Lease is canceled or rent or added rent is not paid on time, or Tenant vacates the Premises, Landlord may in addition to other remedies take any of the following steps:
 - 1. Enter the Premises and remove Tenant and any person or property.
 - 2. Use dispossess, eviction or other legal method to take back Premises.
- E. If the event of the Tenant's default, re-entry, expiration, and/or dispossess by summary proceedings or otherwise, including but not limited to summary proceedings for non-payment of rent, Tenant expressly acknowledges and agrees, at the Landlord's sole option (a) that rent and added rent of the unexpired term of this Lease becomes immediately due and payable; (b) the Landlord may re-let the premises or any part or parts thereof, either in the name of the Landlord or otherwise, for a term or terms, which may at the Landlord's option be less than exceed the periods which would have otherwise constituted the balance of the term of this Lease, and may grant concessions or free rent or charge a higher rental than hat set for the in this Lease; and/or 9c) Tenant or the legal representatives of the Tenant shall also pay the landlord as liquidated damages for the failure of the Tenant to observe and perform said Tenant's covenants herein contained, any deficiency between the rent hereby reserved and/or covenanted to be paid for the entire term of this Leases and the net amount, if any, of the rents collected on account of the lease or leases of the demised premises for each month of the period which would otherwise have constituted the balance of the term of this Lease. The Tenant acknowledges and agrees that there shall be added to any said deficiency such expenses as the Landlord may incur in connection with re-letting, including but not limited to legal expenses and costs, attorneys' fees, brokerage, advertising, and for keeping the demised premises, including all exterior areas, in good order or for

preparing the same for re-letting, and that in no event shall the Landlord be liable for failing to collect the rent thereof under such re-letting. The Tenant expressly acknowledges and agrees that the Tenant's obligation to pay rent, or to pay rent or added rent for the unexpired term of this Lease, is fixed according to the terms of this Lease Agreement, that the Landlord is under no duty or obligation to mitigate damages or to re-let or to attempt to re-let the demised premises and that the failure of the Landlord to re-let the premises or any part or parts thereof shall not release or affect the Tenant's liability for damages. In the event of a breach or a threatened breach by Tenant of any of the covenants or provisions hereof, the Landlord shall have the right of injunction and the right to invoke any remedy allowed by law or equity as if re-entry, summary proceedings or other remedies were not herein provided for. Mention in this Lease of any particular remedy shall not preclude the Landlord from any other remedy, at law or equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of the Landlord obtaining possession of the demised premises by reason of the violation by Tenant of any covenants and conditions of the Lease, or otherwise.

F. Attorney's fees for Tenant's breach: The Tenants acknowledge and agree that upon the Tenant's breach of the terms of this Lease, including timely payment of rent, the Tenant shall be liable for the Landlord's reasonable attorney's fees, costs, and disbursements. The Tenant expressly agrees that the Tenant's liability for attorney's fees and expenses shall include any such expenses incurred by the Landlord to enforce the rent and charges due under the Lease, whether or not there has been any judicial determination, and that any such expenses shall be immediately due and payable as added rent.

21. LIABILITY AND INDEMNITY: Landlord is not liable for loss, expense or damage to any personal property due to Tenant's negligence. Tenant must pay for damages suffered and money spent by Landlord relating to any claim arising from any act or neglect of Tenant. Tenant is responsible for all acts of Tenant's family, employees, guest and invites. Tenant shall name Landlord as additional insured on Tenants homeowners liability policy, every tenant shall carry a Mobile Homeowners policy of insurance with Liability Limits of at least \$50,000/\$100,000.

Applewood Community, Inc. is privately owned land and it is the responsibility of Applewood Community to protect itself from all liabilities. We reserve the right to approve all contractors, subcontractors, and/or material deliveries to the leased property.

Tenants should notify Applewood Community management of all contracted work to be performed on the leased site.

If the tenant prefers to have their own contractor do any work on the leased premises, or exterior of their home, including, but not limited to: snow clearing, landscaping, painting, installation or repair of roofing, siding, windows, they must have written approval from Applewood Community management.

10 days prior to any work being performed on the exterior of their home or on the leased premises, it is the responsibility of the tenant to obtain, from their contractors, the following documentation as well as the following Applewood management approvals:

- A. Certificate of Liability Insurance naming the contractor as the primary insured with Applewood Community listed as additional insured
- B. Hold Harmless Agreement signed by the contractor
- C. Worker's Compensation Certificate from appropriate corporations
- D. Drawings and list of materials (must be made to scale)
- E. Applewood management must stake out the exact location of the work site.
- F. There can be no digging of any kind without approval by Applewood management.
- G. Motorized equipment of any kind is not allowed on the premises unless approved by Applewood management.

***THE USE OF ANY TYPE OF SNOWPLOWING VEHICLE IS STRICTLY PROHIBITED. THE STORAGE OF ANY SUCH SNOWPLOWING EQUIPMENT, ON THE LEASED PREMISES, IS ALSO STRICTLY PROHIBITED.**

- H. Tenants are allowed to hire an insured contractor (with required insurance and hold harmless agreement-see above) to clear snow, using these methods ONLY: snow blower, snow brushing, snow shoveling, skid steering with squeegee or snow blower.

22. Get written permission to plant anything on the land you lease from Applewood Community, Inc. (such as: flowers, shrubs, trees, vegetable gardens, etc.) Due to Applewood's exclusive underground utilities, the planting of additional or the moving of existing shrubs or trees must receive prior written approval from management. The management allows flower and vegetable garden, but is not responsible for said gardens. Any such request for such garden or plantings must be sent in writing to the Applewood office with a detailed diagram of such planting. Within 10 days of this request, Applewood management will make a determination. We want individuality in landscaping, but the overall theme and atmosphere of Applewood must be retained.

Lawns must be fertilized at least once a year. Lawns and shrubs must be watered, mowed, and trimmed regularly to keep an attractive appearance. Lawns and shrubs not maintained will be mowed or trimmed at the resident's expense, which shall be collectable as additional rent.

23. Get written permission to PLACE anything on the land you lease from Applewood Community, Inc. (such as: decks, patios,, sheds, carports, room enclosures, central air conditioners, walkways, lawn ornaments, etc.)

Storage shed, decks, room enclosures, carports, awnings, etc., which are to be installed on the leased premises must have written approval from management and shall meet Applewood specifications. Within 10 days of such request, Applewood management will make a determination in writing to the tenant.

24. Get written permission to use the name Applewood Community, Inc. (such as: publications, newspapers, radio, television, etc.)

All newspaper ads using the address with the name of Applewood must first be cleared through Applewood management. No "for sale" or "for rent" signs on homes or automobiles are allowed in the Applewood Community, unless approved by management. Prior to listing your home FOR SALE, written approval must be granted by Applewood Management. No "for sale" or "for rent" or "open house" signs shall be permitted unless authorized. If authorized, a FOR SALE sign shall be no larger than 4 square feet and placed inside the front window or the inside of the front door. All newspaper ads using the Applewood name must be cleared by management.

25. Outdoor clothes lines, racks or umbrella pop-up type clothes lines, poles of any type, and fencing are not allowed. Window air conditioners that protrude more than 6" from the home are not allowed. Central air conditioners that are to be placed on the leased premises must get prior written approval from management. Television, C.B. or ham radio, or any other type of outside antenna, will not be permitted. Applewood has a cable system installed throughout the park which is available to all residents an additional charge from the cable company. Applewood will allow (1) TV Dish to be installed on the roof of your home. Dish size will not exceed 24" in diameter and not to exceed 1' in height from the roof top to the base of the dish. All wires shall be concealed. Written permission must be granted by Applewood Mangagement prior to installation.

26. No streamers, banners, flags, signs of advertisement, or other such decorations shall be displayed on the leased site or attached to or displayed on the home unless prior written approval has been granted from Applewood Community. The overall theme and atmosphere of Applewood Community must be retained.
27. Patio and lawn furniture, lawn mowers, toys, bikes and tools must be stored in your utility shed, not outside your home. The exterior of your home must be washed if needed. Grounds must be kept neat and clean at all times. Swing sets, pools, basketball stands, etc. are not allowed on the leased premises. Excessive storage of personal items should be stored in your home or shed.
28. The speed limit for all vehicles will be posted on the roads by the Town of New Hartford. The parking of two automobiles for each home space will be permitted. Only automobiles listed on the application are to be parked on the leased space. No unlicensed vehicles will be permitted to be stored on the leased space. No large trucks will be permitted to park in the space provided for parking on each lot. Pickups are acceptable. No mechanical work will be allowed on automobiles, trucks, motorcycles, or snowmobiles. **NO BOATS, TRAILERS, CAMPERS RV VEHICLES, SNOWMOBILES OR COMMERCIAL VEHICLES ARE ALLOWED AT THE HOME SITE.**

NO VEHICLES SHALL BE PARKED ON LAWNS OR GRASSY AREAS OF THE LEASED PREMISES.

29. Utility connections may not be tampered with; in case of trouble, only qualified servicemen should be called, who must first be approved by management. The park office should be notified of any major water or sewer problems.
30. Garbage receptacles are not permitted to be stored outside of your home. They must be stored inside your shed or inside your home.

Garbage will be picked up Friday mornings. All garbage must be placed in plastic garbage containers with covers. **NO PLASTIC GARBAGE BAGS ARE ALLOWED AT THE CURB.** Garbage must be stored in covered containers and placed by the roadside for collection and not left by the roadside for more than 8 hours. Do not place garbage containers by the roadside before 6:00pm the night before pickup.

All residents of Oneida County are required to separate their garbage. Garbage and recyclables should be placed at the curb after 6:00pm Thursday, and removed before noon on Friday. No trash may be burned on the grounds of Applewood.

Large item trash pickup will be annually by the Town of New Hartford at no charge.

31. Delivering handbills, soliciting, peddling or commercial enterprise is not allowed without the written approval of the General Manager of Applewood.

NO AUCTIONS OR GARAGE SALES OR YARD SALES SHALL BE PERMITTED.

32. Residents are responsible for their guests. Guests should be aware of Applewood's policies and regulations to avoid embarrassment. Children are to be supervised by an adult at all time.

RESPECT FOR YOUR NEIGHBORS MUST BE GIVEN WHEN ENTERTAINING GUESTS AND WHEN USING RADIOS, TELEVISIONS, ETC.

33. QUIET ENJOYMENT: Landlord agrees that if Tenant pays the rent and is not in default under this lease, Tenant may peaceably and quietly have, hold, and enjoy the Premises for the Term of this lease.

34. Manufactured home owners who intend to locate a manufactured home on an Applewood Community, Inc., site, are required to compensate Applewood Community, Inc. or its designated contractor the cost of installing all utilities to the site which include electric primary and secondary, water, and sewer laterals and any other work necessary to prepare the site for the acceptance of the home.

35. Manufactured homes on Applewood sites must meet our specifications. Skirting must be approved by the management and installed 30 days, weather permitting, after entry in Applewood. Factory vinyl manufactured skirting is mandatory. No wood or other substitutes will be permitted.

36. Homes may be moved from Applewood only under the direct supervision of the management. This is necessary to assure that your home has been properly disconnected and is ready to be moved.

90 day minimum notice is required prior to moving your home from Applewood. This notice and the name of the party contracted to move your home is given to the General Manager. All mobile home charges for space and utilities shall be paid in full before moving the mobile home. Homes must be removed from the park before the first day of the month. Failure to do so will obligate the resident for an additional month's rent. The site must be left clean, or a charge for cleaning will apply.

Homes damaged by fire, accident, etc., must be repaired or removed within 60 days.

IMPORTANT PHONE NUMBERS

FOR EMERGENCY CALL 911

- **Oneida County Volunteer Ambulance** **853-6000**
- **New Hartford Police** **733-6666**
- **National Grid** **1-800-867-5222**
- **Oneida County Solid Waste Authority** **733-1224**
- **Mohawk Valley Water Authority** **792-0301**
- **New Hartford Highway Department** **724-4300**
- **Marshall Przylyke Trash Haulers** **737-8711**
- **New Hartford Post Office** **733-0453**
- **Clinton Post Office** **853-2033**