

POCONO PLATEAU COMMUNITY LEASE AGREEMENT

THIS AGREEMENT, made this _____, by and between **POCONO PLATEAU PARK** (referred to as "Landlord" or Community) and _____ (referred to as "Resident").

The parties to this lease agree as follows:

1. **SUBJECT** to all terms of this Lease, Landlord leases to the Resident and the Resident rents from the Landlord, the manufactured home lot located at: Lot _____, Pocono Plateau Park, Tunkhannock Township, Monroe County, Pennsylvania. Resident shall use and occupy the lot as a residence and for no other purpose. The term of this lease is one year, beginning on the _____, and ending the last day of _____.

2. **The Resident** agrees to pay to the Landlord the following as rent for the term of this lease:

Monthly Basic Space Payment	\$ _____
Monthly \$75.00 per extra adult (over 18)	\$ _____
Monthly House Pet Charge (dog over 18 lbs)	\$ _____
TOTAL BASIC MONTHLY CHARGE:	\$ _____

3. **MANUFACTURED HOME.** The leased lot shall be used by Resident for placement of the following manufactured home. Resident guarantees that this home is owned by Resident and by no one else:

Make and Model: Year: Size:
Serial No.:
Titled Owner's name:
Lienholder:
Lienholder's Telephone Number:
Address of Lienholder:

This lease applies **only** to this manufactured home. Any changes or substitutions constitute a default under this lease.

4. **PAYMENT TERMS.** The rent for the one month term of this lease is due at the time of signing of this lease. All rent payments and other charges for future months, due to renewals or extensions of this Lease are payable in full in advance, between the 25th day of the month prior to the month for which rent is being paid, and first day of the month for which rent is being paid. You must make check or money order out to MB BOYLE'S ENTERPRISES, LLC and mail your rent to:

Attn: Rochelle Boyle
1432 W. West End Blvd
Quakertown, PA 18951

5. **SERVICE CHARGES.** A late charge of \$30.00 will be added to each rent payment which is not paid **in full** by the first of the month. An additional service charge of \$15.00 will be added to each rent payment, which is not paid **in full** by the fifteenth (15th) of the month in which it was due. "Rent" means not only the basic monthly charge, but also any other charge due under the Lease.

6. **END OF TERM.** If Resident's manufactured home stays on the lot after the term of this Lease, that is a "renewal" of this Lease. This means that this Lease will continue for another month, subject to all terms and conditions in this original Lease. However, if that happens, the Landlord has the right to increase the rent or change any other term of this Lease upon thirty (30) days advance notice. Additional renewals shall occur in the same way. If Resident wishes to end the Lease, Resident shall deliver written notice to Landlord, on a form available at the Community office or request it in writing from Betty Boyle. Resident must provide Landlord with at least thirty (30) days notice before leaving. If Resident does not do this, the Community shall not return any of the Security Deposit.

7. **SECURITY DEPOSIT.** At the time of signing, Resident deposits with the Community the sum of _____ (\$_____). Landlord will hold this money as security for Resident obeying all terms of this Lease. The security deposit will also be held as security for payment of bills unpaid by Resident through the date this Lease ends. Landlord may apply the security deposit to rent, utilities, services, or any other amount owed to Landlord. If any of the security deposit is left over after payment of all amounts due to Landlord, Landlord will return it to Resident within thirty (30) days after Resident leaves. No part of any security deposit is to be considered as the last rent payment due under the terms of this Lease. No refund of the security deposit, or any part of it will be made if Resident fails to give Landlord thirty (30) days written notice of Resident's intent to leave before leaving

8. OCCUPANCY.

(a) **Permit.** Resident or their guests may not occupy the lot and manufactured home until Tunkhannock Township issues a Use and Occupancy Permit to Resident. That Permit is issued by the township at a cost of \$30.00. The manufactured home is to be at least 14 ft wide and no smaller than 760 square feet.

(b) **Residents.** Only the following people will occupy the home: _____
_____. It is the Resident's duty to immediately tell Landlord of any additional residents or any changes in who lives in your home. Resident must give that notice by registering any changes at the Community office. Failure to do so is a default under this lease. Any guest, 18 years or older, who remains with you for thirty (30) days or more shall be considered an additional resident and will be bound by all of the terms and conditions of your lease, including monthly rent of an extra \$75.00 per month.

9. **ELECTRICAL SERVICE.** The electrical service is available directly from PPL Utilities. Resident will deal directly with PPL Utilities.

10. **PARKING.** Landlord agrees to provide Resident with two (2) parking spaces. The Resident agrees to register all vehicles at Landlord's office. Resident must register any additional, substituted or different vehicles at the Community office immediately upon bringing them into the Community.

SPECIAL CLAUSES.

11. **INABILITY TO GIVE POSSESSION.** If Landlord is unable to give Resident Possession of the lot because the prior tenant has not yet moved or by reason of any cause beyond the control of the Landlord, the Landlord is not responsible to the Resident for any claims. In that event, rental payments and other fees or charges shall not begin until possession is given to the Resident. The term of the Lease shall be adjusted accordingly.

12. ADDITIONAL RENT.

(a) **Damages for Default** - In addition to the Rent set forth in Paragraph 2, Resident agrees to pay as rent all charges, which may become due because of the failure of Resident to comply with this Lease. Those charges include all charges due to Resident's failure to obey the provisions of the Community Rules and Regulations. Resident is also responsible for all damages, costs, attorney's fees and expenses paid by the Landlord because of any default by the Resident. Resident is also responsible for all damages to the lot caused by the Resident.

(b) **Taxes** - Resident shall pay all county, municipal and school district real estate taxes assessed and charged against Resident's manufactured home and personal property.

13. **SPECIAL PROMISES of Resident.**

(a) **Payment of Rent** - Resident will pay the rent and all other charges referred to in this Lease, on time. Landlord may accept rent or other payments after they have become delinquent without excusing delay in future payments. Landlord may accept late payments without losing any of its other rights. Resident agrees that Landlord may collect all charges or payments due under this lease by legal process in the same manner as past due rent.

(b) **Cleaning, Repairing, Etc.** - The Resident shall take good care of the lot and shall maintain the home in good condition. Upon moving out, either at the end of the term or for other reasons, Resident will deliver the lot in good order and condition. Resident is not responsible for wear and tear from reasonable use, nor for damage caused by weather or for other reasons which are not the Resident's fault. The Resident shall not block the sidewalks, driveways or yards. Resident shall keep all sidewalks, driveways, and yards clean, free from junk, trash, snow and ice. Resident must maintain the lot. Resident must keep the grass on the lot regularly mowed.

(c) **Requirements of Public Authorities** - Resident will comply with all requirements of any of the public authorities and municipalities. Resident will also comply with the terms of any State or Federal law or Township ordinance or regulation, which applies to Resident or to his use of the premises. Any penalties, fines or other costs, which result from failure of Resident to comply with any law, regulation or ordinance will be the responsibility of Resident. Resident will pay those costs directly. Landlord will not pay those costs.

(d) **Fire** - Resident shall try to protect against fire. Resident shall maintain a working fire extinguisher in his manufactured home at all times.

(e) **Rules and Regulations** - The Resident will comply with a;; rules and regulations made by the Landlord for the use and management of this manufactured home community. Those Rules and Regulations and any changes to them are made a part of this Lease. The terms of the Rules and Regulations are conditions of this Lease. Resident must comply with them in the same way as Resident must comply with the terms of this lease. Landlord shall give Resident notice of all changes in the Rules and Regulations. By signing this Lease, Resident agrees that he has a copy of the Rules and Regulations.

(f) **Damages and Injuries on Leased Premises** - All damages or injuries which occur on Resident's premises are Resident's responsibility. Landlord is not liable for payment of any claims or damages. Resident will buy his own insurance to protect against loss of injury, fire or theft.

14. **PROHIBITED ACTIONS.** Resident promises that he will do none of the following things without first obtaining the written consent of the Landlord. Resident will pay Landlord for any expenses incurred because of Resident's actions.

(a) **Use of Premises** - Resident shall not occupy the leased property for any purpose other than a personal residence.

(b) **Assignment and Subletting** - The Resident may not assign his rights under this Lease. The Resident may not sublet the Lot. The Resident may not give anyone a lien on this lease or on the Lot.

© **Sale of Home** - The Resident may sell his manufactured home. However, if Resident intends that the manufactured home is to remain in the community with a new owner, Landlord must give written approval of the new owner. Resident must receive approval prior to sale of the home.

(d) **Personal Property** - All furniture and personal property of any kind on the lot is the sole responsibility of the Resident. Landlord is not responsible for any loss or damage to Residents property for any reason whatsoever.

(e) **Pets** - One dog or cat is permitted. Size of the dog is limited to 15" at the shoulder or 18 lb. No vicious breed such as German Shepherd, Rottweiller, Pitbull or Doberman, or mixed breeds of this type are permitted.

15. **LANDLORD'S RIGHTS.**

(a) **Inspection of Premises** - The Resident agrees that the Landlord and the Landlord's representatives, shall have the right to come onto the lot at all reasonable times for the purposes of examining the lot or making such necessary repairs or alterations. Landlord does not promise to perform routine inspections of the lot.

(b) **Rules and Regulations** - Landlord may change the Rules and Regulations of the manufactured home community at any time. Landlord will make changes if it believes this changes will help the safety, care or cleanliness of the community, or that they will help preserve good order. All changes in the Rules and Regulations become a part of this lease thirty (30) days after the Landlord sends a written copy to Resident.

© **Failure to Obey the Terms of the Lease** - If the Resident does not comply with any condition of this Lease, including the promise to keep the premises in good repair, the Landlord may correct the problem itself. If the Landlord must do repairs or take other actions, which are the responsibility of the Resident, then Landlord has the right to charge any costs and expenses to the Resident. Those costs and expenses are due with the next payment of rent.

16. MISCELLANEOUS AGREEMENTS AND CONDITIONS.

(a) **Limitation of Responsibility** - The Landlord is not responsible for any damage or injury to the Resident or any other person, resulting from the following:

- (1) If the sewer or water pipes break, leak, or become blocked;
- (2) Problems with the electrical, gas, or oil systems in the Resident's home;
- (3) Problems caused by carelessness, negligence or improper conduct by any other person in the community;
- (4) Problem caused by any interruption of electrical, water or sewer services.

(b) **Taking by Government** - This Lease will end on the date the Landlord states in a written notice to Resident that any of the following has happened:

- (1) If the lot is taken by the government under its legal rights to take property;
- (2) If the Landlord gives the property to any governmental authorities seeking to take the premises;
- (3) If there is a change in use of the community land, or parts of it; or
- (4) If the community closes or the use of the land changes.

Landlord may end this lease if any of these events happen. Resident does not have any claim against Landlord or anyone else if the use of the land changes and this Lease ends.

© **Conduct of Resident** - this Lease is granted upon the condition that Resident and all occupants or guests of the Resident shall conduct themselves in a proper manner. Resident's actions shall not be loud or objectionable. If at any time during the term of this Lease or any extension of this Lease, Resident or his guests violates this promise, that conduct is a default. In that case, Landlord is entitled to all of the rights and remedies provided in this Lease or allowed in the law.

(d) **Resident's Insurance and Claims Against Landlord** - Resident agrees that all insurance policies which he owns to insure the manufactured home or its contents against casualty loss, and all liability policies which he owns shall contain waivers of the right of "subrogation" against Landlord. Resident waives subrogation against Landlord. This means that if the insurance company (or Resident) pays a loss, it cannot then make a claim against or sue Landlord to recover the amount paid.

17. **EVENTS OF DEFAULT.** It is a default by Resident if the Resident:

(a) Does not pay in full and on time all payments or rent or other charges due under this lease; or

(b) Violates or fails to perform or otherwise breaks any promise or agreement contained in this lease; or

(c) Leaves the leased property, or removes or attempts to remove or takes steps to remove his manufactured home without having first paid the Landlord in full for all rent and other charges due or to become due; or

(d) Becomes unable to pay debts when due, or files a bankruptcy petition; or

(e) If a legal claim is made on the property of Resident or if the property of the Resident is sold or threatened to be sold by legal action; or

(f) If for any other reason Landlord believes that Resident cannot or will not be able to comply with the terms of this lease, including the prompt payment of rent; or

(g) If Resident has provided any financial information or other information to the Landlord to cause Landlord to enter into this Lease, which is found by Landlord to be false or incomplete; or

(h) If Resident violates the Community Rules and Regulations; or

(i) If any Resident or co-signer of this Lease claims they are no longer responsible for this lease.

18. **REMEDIES OF LANDLORD.** In the case of a default by the Resident of his obligations under the terms of this lease, the Landlord has all of the following rights and remedies:

(a) The Landlord may exercise all rights and remedies, granted or allowed to

manufactured community operators or landlords by any existing or future law. These rights include the right to start a landlord/tenant complaint with the District Justice. The Landlord may sue for rent and other money due, as well as to get possession of the Lot;

(b) The Landlord has the right to exercise any remedy available to it, at law or in equity, to enforce its right to payment and all others sums due under this Lease and its right to possession of the lot. If the Landlord gets a judgment for money, Landlord may “levy” on the manufactured home and everything in it. This means that a legal lien will be placed on the Resident’s property. The Landlord may then ask the court to sell the property;

(c) Landlord may take all or part of the Resident’s security deposit;

(d) Resident is responsible for all charges arising from Resident’s failure to comply with this Lease. Those charges include damages mentioned in Paragraph 13; and

(e) Resident is responsible to Landlord for all Landlord’s costs or charges incurred in enforcement of this Lease or to protect Landlord’s rights under the Lease. Those charges include reasonable attorney’s fees, court costs, service costs, charges incurred to remove Resident and/or Resident’s property from the leased property, appraisal fees, and other charges paid by the Landlord. Resident is responsible for these costs or charges whether or not any legal action has been taken. Resident is responsible for all fees and expenses incurred by Landlord in any bankruptcy of Resident. This obligation of Resident to Landlord does not depend upon Landlord taking any particular action or exercising any particular remedy. This obligation of Resident to pay Landlord’s costs is binding whether or not Resident files bankruptcy.

20. RIGHT OF LANDLORD AND LANDLORD’S SUCCESSORS. If the Landlord assigns this Lease or sells the manufactured home park, Landlord’s successors may enforce all the terms of this Lease.

21. REMEDIES CUMULATIVE. The rights of the Landlord described in this Lease are “cumulative”. This means that the Landlord may ask for rent, possession of the lot, payment of attorney’s fees and other charges all at once or separately. If the Landlord chooses to use only one of its remedies, that does not stop the Landlord from using that remedy or other remedies against the Resident at a later time. Nothing the Landlord does will mean that the Landlord has surrendered any of its rights.

22. SUBORDINATION. Resident agrees that this Lease and all of its terms depends on the right of the Landlord to control the manufactured home community. This means that

this lease will end if the Landlord loses its right to control this community under its arrangement with the owners of the land. If the Lease ends and Resident is made to move from the community because the Landlord loses control of this community, Resident agrees that it will not have any claim for money or for damage caused to Resident.

23. **NOTICES.** Each party must give notice to the other by regular or certified mail, postage prepaid. Landlord may give notice by posting the notice on door of Resident's home.

24. **REMOVAL OF HOME.** At the end of this Lease, Resident may remove his manufactured home only after first obtaining the necessary removal permit from the local property tax office and delivering a copy of that permit to Landlord.

25. **PENNSYLVANIA ACT 261 OF 1976.** A copy of a notice required by Pennsylvania Act 261 is attached to this Lease and is made a part of this Lease. If any conflict exists between this Lease and provisions of Act 261 or the Notice, then the Act and Notice take priority. That means that any differences are resolved by following the Act and Notice. Resident agrees that he has received a copy of the Notice at the time of the signing of this Lease. Resident has read the Act 261 Notice and understands it.

26. **LEASE CONTAINS ALL AGREEMENTS.** The Lease and the Community Rules and Regulations make up the entire agreement between the parties. **No discussion you may have with Community office staff or other employees will change the terms of this Lease.**

27. **BINDING AGREEMENT.** The terms of this Lease legally bind the Landlord and the Resident, and also their heirs, legal representatives, successors and assigns. Use of the word "Resident" means all of the people signing this Lease as Resident. All of the people who sign as "Resident" agree to be bound by all of the terms of this Lease, separately and together with each of the other Residents. Any notice sent by the Landlord to the Resident may be sent to any one of the Residents.

28. **HEADINGS NO PART OF LEASE.** The headings used at the beginning of the paragraphs and subparagraphs of this Lease are simply for reference and are not a part of this Lease.

29. **VALIDITY OF PROVISIONS.** The laws of Pennsylvania govern this Lease. If any term of this Lease is declared invalid by any court or by any law which is passed, only the specific terms declared invalid are affected. All of the other terms of the Lease will remain in full force.

IN CONCLUSION, the parties, or their authorized representatives, have signed this Lease on the date shown on the first page.

POCONO PLATEAU PARK

By: _____
Community Manager, Landlord

By: _____
Resident

By: _____
Resident

Initial Here:

Resident: _____ I have read this Lease and the Community Rules and Regulations and _____ agree to abide by all of their terms and conditions at all times.

Co-Signer Acknowledgment:

The undersigned agrees to become a Co-signer of the Lease, and by signing below consents to all of the terms and conditions of the Lease. The Co-signer agrees to be responsible, both on his own and together with the Resident for all sums due to the Landlord under the Lease.

Co-Signer:

Name:

Co-Signer: _____ I have received the Notice to Co-Signer.