

Community: _____

Space No.: _____

Street or P.O. Box : _____

MANUFACTURED HOME SPACE LEASE AGREEMENT

This Lease Agreement ("Agreement") is made and executed by and between _____ ("Lessor") and _____ ("Lessee") on this ____ day of _____, 20____.

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that certain manufactured home space numbered _____ ("Premises") in the above written Community, in the City of _____, County of _____, Texas, a Street or P.O. Address of _____ along with parking spaces: on the Premises; or designated as follows: _____, all under and pursuant to the following terms and conditions.

Lessee must initial after each paragraph on the line space provided.

1. **TERM:** The primary term of the Agreement shall commence on the ____ day of _____, 20____, and shall end at 5 p.m. on the ____ day of the sixth calendar month thereafter (for beginning lease terms on days of the month which don't correspond to any day in the sixth calendar month thereafter, for example beginning lease terms on the last day of a month with 31 days where the sixth calendar month thereafter only has 30 days, the lease shall expire the following day after the last day in the sixth calendar month); provided however, at the Lessee's sole option, if this box is checked and at least one of the Lessee's places their initials in this blank: _____, then the primary term of this Lease shall commence on the date recited above and shall end at 5 p.m. on the ____ day of _____, 20____. Upon expiration of this primary term, this Agreement shall automatically renew month-to-month unless either party gives written notice of termination at least 60 days before the Lease Contract term (or a future term) renewal period ends, or unless all parties sign another Lease Contract.

2. **RENT:** Lessee shall pay \$_____ per calendar month for rental for the Premises, payable monthly in advance on the first day of each calendar month. Time is of the essence with regards to all payments, fees, penalties and corresponding due dates contained herein. The prorated rental from the date of move-in to the first day of the month following is \$_____. Lessee's right to possession of the Premises is expressly contingent upon the prompt and timely payment of rent and other charges due hereunder, and the use of the Premises by Lessee is obtained only on the condition that such sums are promptly and timely paid. Lessee shall pay promptly all sums other than rent pursuant to the provisions of this Agreement within ____ days following Lessor's delivery of a statement of account thereof. Monies received by Lessor from Lessee shall first be applied to discharge any past due amounts, including but not limited to, past due late charges, check charges, key charges and utility bills owed by Lessee. After such past due amount(s) have been paid, the remainder of any monies received by Lessor from Lessee shall be applied to past due rent, then to current rent. If the rent or other sums payable hereunder are not paid within ____ days of the date on which such are due, a late charge of \$_____ will be assessed and be immediately due from Lessee to Lessor, and a fee of \$_____ will be assessed for all checks returned due to insufficient funds or for any other reason, and be immediately due from Lessee to Lessor. _____

3. **METHOD OF PAYMENT:** Lessee shall make rental payments by check or money order and not cash, provided however, that if Lessee fails to timely make a rental payment or submits a check that is dishonored, Lessor reserves the right to notify Lessee, in writing, that future rent payments must be made by money order. No forbearance of a late payment shall be deemed as a waiver by Lessor. _____



4. **SECURITY DEPOSIT:** Lessee shall pay a security deposit of \$ _____ as set forth in the Security Deposit Agreement, attached hereto and incorporated herein for all purposes, payable on or before the execution of this Agreement. **As a condition for refunding all or part of the security deposit, Lessee must provide at least 30 days' written notice of intent to vacate given to Lessor prior to move out except as may otherwise be permitted in Chapter 94 of the Texas Property Code.** _____

In the event (i) this Agreement is signed by all parties; (ii) the Security Deposit or a rental pre-payment is paid by Lessee; (ii) the Lessee fails to move onto the Premises; and (iv) Lessee procures a replacement tenant satisfactory to Lessor prior to the commencement date of this Agreement, then Lessor shall return the Security Deposit or rent pre-payment to Lessee.

In the event (i) this Agreement is signed by all parties; (ii) the Security Deposit or a rental pre-payment is paid by Lessee; (iii) the Lessee fails to move onto the Premises; and (iv) Lessor procures a replacement tenant satisfactory to Lessor prior to the commencement date of this Agreement, then Lessor shall return the Security Deposit or rent pre-payment to Lessee, less a lease cancellation fee of \$ _____.

5. **USE OF PREMISES AND APPLICATION APPROVAL:** A Rental Application ("Application") must be approved by Lessor before Lessee shall have the right to use or occupy the Premises. Only those persons listed in said Application shall be permitted to occupy the Premises. The Premises shall not be used for any illegal purposes, nor in violation of any valid regulation of any governmental body or agency, nor in violation of any valid regulation of any governmental body or agency, nor in any manner to create any nuisance or trespass. _____

6. **COMMUNITY RULES AND REGULATIONS:** All Community facilities are provided by Lessor for the use and enjoyment of Lessee and, in certain cases, Lessee's family, guests, or invitees. Lessee agrees to abide, and to insure that Lessee's family, guests, or invitees abide by all Community Rules and Regulations ("Rules") and any amendments thereto. Lessee acknowledges receipt of a copy of such Rules as of the date hereof. **The Rules and any amendments thereto are incorporated herein by reference and made a part hereof for all purposes.** Lessee agrees that Lessor shall have the right to modify, amend, change or replace such Rules in Lessor's sole and exclusive discretion and at such time or times as Lessor may desire. Lessor agrees to give Lessee written notice at least thirty (30) days prior to any modification, change, amendment, or replacement; unless such addition or amendment will require expenditure of funds in excess of \$25 by Lessee to comply with the new rule, in which event Lessor shall provide Lessee with 90 days after the date Lessee is provided with a written copy of the added or amended rule to comply with such rule. Any breach or violation of such Rules is expressly declared to be a breach of this Agreement. _____

7. **ARMED SERVICES:** In the event that Lessee is now or becomes (except for voluntary enlistment) a member of the Armed Forces of the United States on active duty and receives change-of-duty orders to depart the local area, or is relieved or discharged from active duty, then Lessee may terminate this Agreement by giving Lessor thirty (30) days written notice, provided that Lessee is not otherwise in default or breach. In such event Lessee agrees to furnish Lessor a certified copy of such official orders which warrant termination of this Agreement; it is expressly provided, however, that orders authorizing base housing shall not constitute change-of-duty orders warranting termination by Lessee. Lessee shall not be released from this Agreement for any other reason. _____

8. **MOVE-IN AND MOVE-OUT:** Lessee agrees to move-in and move-out under and during favorable weather conditions and at such time during the day as shall be agreed to by Lessor or set forth in the Rules. _____

9. **INSTALLATION:** Lessee agrees that the manufactured home shall be installed (set-up and tied-down) in accordance with the Texas Manufactured Housing Standards Act and other applicable government statutes, ordinances, rules or regulations. Such shall be Lessee's responsibility and Lessor shall in no way be liable or responsible for any improper installation. _____



10. **ACCESSORIES, EQUIPMENT AND STRUCTURES:** Approval of Lessor must be obtained before construction, installation or modification of any manufactured home accessory, equipment or other structure. (Note: Building permits may be required for certain accessories or installations.) _____

11. **LANDSCAPING:** Installation or planting of any trees, concrete, masonry, or ground cover must be approved by Lessor. Lessees are encouraged to landscape the premises and shall keep the Premises in a clean, attractive and well-kept fashion. All landscaping improvements shall immediately become a part of the realty and belong to Lessor and shall remain upon and be surrendered with the Premises unless otherwise expressly agreed to in writing by the parties hereto. _____

12. **VEHICLE CONTROL:** For the safety of the occupants, guests and invitees, in the Community, Lessor has designated and posted certain speed limits; Lessees agree to abide by such and to cooperate in the enforcement of such speed limits. The streets and lanes are private and not public thoroughfares. Lessees may park passenger cars only on the Premises' driveway or other designated areas. Neither Lessees nor guests or invitees shall park any vehicle on another resident's space or a valid space without the express permission of the resident or Lessor, whichever is applicable. Visitors shall park in the designated guest or visitor parking areas or in their host's drive if space is available. All trailers, boats, recreational vehicles or other vehicles not used for daily transportation shall only be parked in the Community as may expressly be designated by Lessor. All vehicles must meet statutory requirements for inspection, safety, etc. in order to be operated in the Community. No junked, unusable or unsightly vehicles will be allowed in the Community. Lessor, may at its sole discretion, for the welfare of the occupants of the Community restrict the delivery of certain products and services to approved, designated suppliers or restrict the times of delivery of products and services. The operation of motorcycles, motor scooters, minibikes and other two or three wheeled motorized vehicles must be first approved in writing by Lessor. _____

13. **INSPECTION BY LESSEE:** Lessee warrants and covenants that a full and complete inspection of the Premises and of the Community and all of its facilities has been made and that all of such were found to be in good, safe and habitable condition. _____

14. **ASSIGNMENTS AND SUBLEASES:** Lessee shall not, without the prior written consent of Lessor, assign or sublet this Agreement, or the lease made hereunder, or the Premises leased hereby or any interest therein. If Lessee attempts to assign this Agreement or allows the Premises to be occupied by anyone other than Lessee, Lessor may collect rent and other charges due under this Agreement from the assignee or occupant, and apply the net amount collected to the amount herein due and no such collection shall be deemed a waiver of the condition herein against assignment or subletting, or as an acceptance of the assignee or occupant as a lawful resident of this Community or of the premises and in such case, Lessee shall remain liable to Lessor for all provisions of this Agreement. Lessor, in its sole discretion may agree in advance, in writing to an assignment or sublease only upon satisfaction of the following conditions: receiving and approving, in Lessor's sole discretion, a completed rental application from the proposed assignee under Lessor's current underwriting criteria; and obtaining a true and accurate copy of a certificate of title vesting ownership in the Manufactured Home to the proposed Assignee. _____

15. **TRANSFER OF LESSOR'S INTEREST:** In the event that Lessor sells, assigns or otherwise transfers its interest in the Premises, this Agreement shall be binding on the purchaser, assignee or transferee. Lessor shall be automatically relieved of any obligations or liability hereunder as of the date of such sale, assignment, or transfer, provided that the obligations and liability hereunder are assumed in writing by said purchaser, assignee or transferee. _____

16. CONTRACTUAL LIEN: Lessor shall have and is hereby granted a lien upon all non-exempt property of any kind found or located on the leased premises to secure payment of rent due or to become due under this lease. If Lessee is delinquent in payment of any rental due under this lease, Lessor shall have the right to enter peacefully the premises, manufactured home, or storage facilities to exercise Lessor's contractual lien. Lessee's absence from the premises for three consecutive days while all or any portion of the rentals or other sums due under this lease are delinquent shall be deemed an abandonment of the premises. In order to clear such abandoned premises, Lessor may enter the premises, manufactured home and storage facilities to remove and



store all property of every kind found therein. Lessor may impose reasonable charges for storing seized or abandoned property and may sell the same at a private or public sale after thirty (30) days written notice to Lessee of the time and place of such sale, and Lessor shall have the right to become purchaser upon being the highest bidder at such sale; the notice shall be deemed to have been given at the time of placing such notice in the U.S. mail, postage prepaid, certified, or registered mail to Lessee at the street or post office address hereinabove set forth. Sale shall be to the highest cash bidder and the proceeds thereof shall be first credited to the cost of seizure, storage and sale and then to the delinquent rentals or other sums due Lessor; if any sale proceeds then remain such shall be held by Lessor for Lessee and Lessor shall notify Lessee of such surplus monies in the same manner required for notice of the sale. It is expressly agreed that all of the lien provisions of this paragraph and the procedures contemplated thereby shall be available to, and may be done by, Lessor without the necessity of any prior court hearing, proceeding or order. Lessor shall have no liability to Lessee whatsoever for any acts or actions taken or performed pursuant to the provisions of this paragraph. _____

17. **INDEMNIFICATION:** Lessee hereby agrees to indemnify and hold Lessor harmless for any injury or death to any person or damage to any property arising out of the use of the Community by Lessee, Lessee's family, agents, employees, guests or invitees. Lessee is to keep the manufactured home and Premises in good and safe condition, and notify Lessor immediately of any unsafe or unsanitary conditions in the Community or upon Community property. Lessor shall not be liable to Lessee for any damages arising out of any actions or negligence on the part of any other Community residents or their families, agents, employees, guests or invitees. Lessee agrees to pay Lessor for any damages caused by Lessee, Lessee's family, agents, employees, guests or invitees whether such damage is sustained by said Community resident, said Community resident's family, agents, employees, guests or invitees. _____

18. **WAIVERS:** No failure by Lessor to enforce any provision of this Agreement after default or breach by Lessee shall be deemed a waiver of Lessor's right subsequently to enforce any and all provisions of this Agreement upon any other or further default or breach on the part of Lessee. All remedies contained herein are cumulative and agreed to by the parties without impairing any rights or remedies of Lessor, whether said rights or remedies are herein referred to or not. The obligation of Lessee to pay rent shall not be deemed to be waived, released or terminated by the service of a notice to vacate, notice to terminate, notice of breach, demand for possession, or institution of any legal action against Lessee. The acceptance of any rentals or other sums due shall not be construed as a waiver of any default or breach by Lessee, nor shall such acceptance reinstate, continue or extend the term of this Agreement or affect any notice, demand or suit in connection with such Agreement. No payment by Lessee or receipt by Lessor of an amount less than the total rental and charges due shall be deemed to be other than on account of the rent and charges due nor shall any endorsement on any check nor any letter accompanying such partial payment be deemed an accord and satisfaction, and Lessor may accept such partial payment without prejudice to Lessor's rights to collect the balance of rent and charges due. _____

19. **EMINENT DOMAIN:** In the event that any governmental body or agency, or any entity which has the right of eminent domain, takes or condemns all or any part of the Premises of such a portion of the Community that it is no longer reasonably suitable for use as a manufactured home community for any public purpose by right of eminent domain (or any private purchase in lieu of the exercise of the right of eminent domain), this Agreement shall terminate on the date that possession of such property is taken. No part of any award or purchase price made or paid for such a partial or complete taking shall be apportioned. Lessee hereby renounces, and assigns to Lessor, any claim, right, title or interest which Lessee might have in any such award or purchase price. Lessor shall, however, have no claim to, nor assignment of, any award or payment to Lessee for the taking, condemnation, or purchase of any personal property belonging to Lessee and removable upon the termination of this Agreement. _____

20. **AMENDMENTS:** The Agreement, along with the Security Deposit Agreement, the Rental Application, the Community Rules and Regulations, and the Water and Electric Submetering Addenda, if applicable, and / NA; or _____ constitutes the entire agreement between the parties; Lessee certifies that no other representations, either written or oral, were made by Lessor or relied on by Lessee as an inducement for the execution of, or as consideration for, this Agreement, Lessee acknowledges receipt of a copy of each of these documents and agrees that such shall not be modified or amended except



as may hereafter expressly set forth in writing and executed by the parties or except as may otherwise be provided herein. _____

21. **TERMINATION FOR OTHER THAN NONPAYMENT:** Resident's right to occupancy shall terminate or may be terminated as follows:

(a) at the end of the term of this Agreement or a future term on sixty (60) days' written notice by either Lessee or Lessor;

(b) at any time Lessee shall be in default on or in breach of any provision of this Agreement (or the other documents incorporated herein and made a part hereof by reference, such as the community rules, if any) upon written notice of such breach or default given by Lessor in accordance with Chapter 94 of the Texas Property Code;

(c) in accordance with the terms and provisions hereof relating to eminent domain or change in land use;

(d) in accordance with the terms and provisions hereof relating to release of Lessee in the Armed Services; or

(e) at such other time as may be agreed to by the parties hereto in writing.

When resident's right of occupancy is terminated, Lessee shall pay all rental or other sums due or owed to Lessor and shall peacefully surrender possession of the Premises and remove all Lessee's property pursuant to this Agreement and failure to do so shall be deemed a breach of this Agreement. _____

22. **TERMINATION FOR NONPAYMENT:** In the event Lessee fails to timely pay rent or other amounts due under the lease that in the aggregate equal the amount of at least one month's rent, Lessor shall provide Lessee written notice and opportunity to cure such delinquency before the 10th day after the date the tenant receives the notice. If the Lessee fails to completely cure such nonpayment within such 10 day period, Lessor may immediately thereafter file for eviction or pursue other legal remedies. _____

23. **LESSOR'S REMEDY FOR EARLY TERMINATION:** Except as provided below in this Section, the maximum amount Lessor may recover as damages for Lessee's early termination of this Agreement is an amount equal to the amount of rent that remains outstanding for the remainder of the term of this Agreement as of the date of such early termination and any other amounts owed for the remainder of this Agreement under the terms of this Agreement. If the Lessee's manufactured home lot is reoccupied before the 21st day after the date Lessee surrenders the lot, the maximum amount the Lessor may obtain as damages is an amount equal to one month's rent. _____

24. **CHANGE IN LAND USE:** Notwithstanding any statement in this Agreement to the contrary, Lessor may choose not to renew this Agreement without cost or liability upon a change in land use if, and only if, not later than the 180th day before the date the land use changes, (i) Lessor sends notice to Lessee, and to the owner of the manufactured home if the owner is not the Lessee, and to the holder of any lien on the manufactured home specifying the date that the land use will change, and informing the Lessee, owner, and lienholder, if any, that the owner must relocate the manufactured home; and (ii) Lessor posts in a conspicuous place in the manufactured home Community a notice stating that the land use will change and specifying the date that the land use will change. Lessor is required to give the owner and lienholder, if any, the notice required by this Section only if Lessor is given a written notice of the name and address of such owner and lienholder. _____

25. **TEMPORARY ZONING:** NA; or the Community is subject to a temporary zoning permit for land use, and such permit expires: _____.

26. **LESSOR'S MAINTENANCE RESPONSIBILITIES:** Lessor shall cause the Community to: (i) comply with applicable codes, statutes, ordinances, and administrative rules; (ii) maintain all common areas, if



any, of the manufactured home community in a clean and useable condition; (iii) maintain all utility lines installed in the manufactured home community by the landlord unless the utility lines are maintained by a public utility or a political subdivision; (iv) maintain individual mailboxes for the tenants in accordance with the United States Postal Service regulations unless mailboxes are permitted to be located on the tenant's manufactured home lot; (v) maintain roads in the Community to the extent necessary to provide access to the Premises; (vi) provide services (which may be at Lessee's expense) for the common collection and removal of garbage and solid waste from within the Community; and (vii) repair or remedy conditions on the premises that materially affect the physical health or safety of an ordinary tenant of the manufactured home community.

27. **ATTORNEY'S FEES:** Should either Lessee or Lessor be required to employ legal counsel to enforce the terms, conditions and covenants of this Agreement, the prevailing party shall recover all reasonable attorneys' fees incurred therein. _____

28. **MISCELLANEOUS:** This Agreement shall be governed by the laws of the State of Texas. Lessee acknowledges having read and understood all of the terms and provisions of this Agreement and agrees to be bound thereby. All references to "Lessee" herein shall include and mean all occupants of the manufactured home as set forth in the Application. The term "Lessor" shall include and refer to the Community Manager or other designated representative of Lessor. Time is of the essence of this Agreement. The provisions of this Agreement shall be severable; if any provision is held invalid or unenforceable by any court of law for any reason whatsoever, the remaining provisions shall not be affected and shall be in full force and effect. _____

29. **UTILITIES:** Lessor shall provide the following utility services (both parties initial spaces by services to be furnished by Lessor): _____

_____ Gas _____ Electricity _____
_____ Water _____ Other _____

30. **WATER SUBMETERING:** If the use of water to the Premises is submetered, there is attached hereto, incorporated herein, and made a part of hereof, a "Water Submetering Addendum" on which is set forth: _____

1. a description of services given by said community and the responsibilities of residents of said community as pertains to water submetering; and
2. a summary of Texas Natural Resource Conservation Commission Submetering Rules.

31. **ELECTRIC SUBMETERING:** If the use of electricity to the Premises is submetered, there is attached hereto, incorporated herein, and made a part of hereof, an "Electric Submetering Addendum" on which is set forth: _____

1. a description of services given by said community and the responsibilities of residents of said community as pertains to electrical submetering; and
2. a summary of Public Utility Commission Submetering Rules.

32. **EMERGENCY MAINTENANCE NUMBER:** The telephone number of the person who may be contacted for emergency maintenance is: _____ (required). _____

33. **ADDRESS FOR OFFICIAL NOTICE TO LESSOR:** The name and address of the person designated to accept official notices for the landlord is _____ addressed at _____ (required). _____



34. **DISCLOSURE OF OWNERSHIP AND MANAGEMENT:** Lessor is the record title holder to the Community and its address is: _____. NA / Offsite management for the community shall be provided by _____, whose address is: _____.

35. **PROPERTY TAXES:** Lessee agrees to pay all property taxes assessed against their manufactured home by their original due date and to provide Lessor with written receipt evidencing such payment within 60 days after the original due date. Failure to timely provide such receipt will constitute a breach of this Lease. _____

36. **SPECIAL PROVISIONS:**

Lessor's initials: _____ Lessee's initials: _____

EXECUTED on the date hereinabove written.

READ THIS AGREEMENT IN ITS ENTIRETY BEFORE SIGNING. PLEASE KNOW THAT CHAPTER 94 OF THE TEXAS PROPERTY CODE GOVERNS CERTAIN RIGHTS GRANTED TO THE TENANT AND CONTAINS CERTAIN OBLIGATIONS IMPOSED ON THE LANDLORD BY LAW.

(signature)

(Manufactured Home Community)

(print name)

By: _____

(signature)

(print name)

